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THE GENERAL ASSEMBLY OF PENNSYLVANIA

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# HOUSE BILL

No. 929      Session of  
1995

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INTRODUCED BY DENT, BROWNE, BUNT, GEIST, KING, NICKOL, SAYLOR,  
MAITLAND, SCHRODER, STERN, FLEAGLE, VAN HORNE, E. Z. TAYLOR,  
MICOZZIE, RAYMOND, STURLA, MUNDY, FAIRCHILD, ROONEY,  
LEVDANSKY, FARGO, McCALL, TIGUE, COY, TRELLO, GANNON,  
GIGLIOTTI, CLARK, FICHTER, DEMPSEY, GORDNER, EGOLF, CIVERA,  
STABACK, OLASZ, BOSCOLA, BELFANTI, MERRY AND WOGAN,  
FEBRUARY 28, 1995

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AS AMENDED ON SECOND CONSIDERATION, IN SENATE, JUNE 21, 1995

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AN ACT

1 Amending the act of April 6, 1951 (P.L.69, No.20), entitled "An  
2 act relating to the rights, obligations and liabilities of  
3 landlord and tenant and of parties dealing with them and  
4 amending, revising, changing and consolidating the law  
5 relating thereto," further providing for escrow accounts on  
6 appeals from certain judgments by lower courts.

7 The General Assembly of the Commonwealth of Pennsylvania  
8 hereby enacts as follows:

9 Section 1. The act of April 6, 1951 (P.L.69, No.20), known  
10 as The Landlord and Tenant Act of 1951, is amended by adding a  
11 section to read:

12 Section 513. Appeal by Tenant to Common Pleas Court.--(a)  
13 Every tenant who files an appeal, to a court of common pleas, of  
14 a judgment of the lower court involving an action under this act  
15 for the recovery of possession of real property or for rent due  
16 shall deposit with the prothonotary a sum equal to the amount of  
17 rent due as determined by the lower court. This sum representing

1 the rent due or in question shall be placed in a special escrow  
2 account by the prothonotary. The prothonotary shall only dispose  
3 of these funds by order of court.

4 ~~(b) In addition to the sum to be placed into the escrow~~ <—  
5 ~~account by the tenant upon filing of the appeal, the tenant~~  
6 ~~shall, each month when the rent is due, pay such rent to the~~  
7 ~~landlord unless otherwise ordered by the court.~~

8 ~~(c) In any case, when a tenant fails to deposit in escrow~~  
9 ~~the sums required by this section, the appeal shall not operate~~  
10 ~~as a supersedeas.~~

11 ~~(d) If the tenant fails to make the required payments of~~  
12 ~~ongoing rent by the date each payment is due, the landlord shall~~  
13 ~~send written notice to the tenant, with a copy to the~~  
14 ~~prothonotary, giving the tenant five days to make the required~~  
15 ~~payment. At the end of five days, if payment has not been~~  
16 ~~received, the landlord shall file a praecipe with the~~  
17 ~~prothonotary accompanied by a sworn affidavit by the landlord~~  
18 ~~indicating that the rent was not paid, at which time the~~  
19 ~~prothonotary shall terminate the supersedeas. In any county~~  
20 ~~where there is no prothonotary, the filing shall be made in the~~  
21 ~~office which receives and maintains all civil court filings or~~  
22 ~~records.~~

23 (B) WITHIN TEN DAYS AFTER THE RENDITION OF JUDGMENT BY A <—  
24 LOWER COURT ARISING OUT OF RESIDENTIAL LEASE OR WITHIN THIRTY  
25 DAYS AFTER A JUDGMENT BY A LOWER COURT ARISING OUT OF A  
26 NONRESIDENTIAL LEASE OR A RESIDENTIAL LEASE INVOLVING A VICTIM <—  
27 OF DOMESTIC VIOLENCE, EITHER PARTY MAY APPEAL TO THE COURT OF  
28 COMMON PLEAS AND THE APPEAL BY THE TENANT SHALL OPERATE AS A  
29 SUPERSEDEAS ONLY IF THE TENANT PAYS IN CASH OR BOND THE AMOUNT  
30 OF ANY JUDGMENT RENDERED BY THE LOWER COURT OR IS A VICTIM OF <—

1 DOMESTIC VIOLENCE AND PAYS, IN CASH, ANY RENT WHICH BECOMES DUE  
2 DURING THE COURT OF COMMON PLEAS PROCEEDINGS WITHIN TEN DAYS  
3 AFTER THE DATE EACH PAYMENT IS DUE INTO AN ESCROW ACCOUNT WITH  
4 THE PROTHONOTARY OR THE SUPERSEDEAS SHALL BE SUMMARILY  
5 TERMINATED.

6 (C) UPON APPLICATION BY THE LANDLORD, THE COURT SHALL  
7 RELEASE APPROPRIATE SUMS FROM THE ESCROW ACCOUNT ON A CONTINUING  
8 BASIS WHILE THE APPEAL IS PENDING TO COMPENSATE THE LANDLORD FOR  
9 THE TENANT'S ACTUAL POSSESSION AND USE OF THE PREMISES DURING  
10 THE PENDENCY OF THE APPEAL.

11 ~~(c) (D) As used in this section, the term "lower court"~~ <—  
12 ~~means district justice, magistrate or any other court having~~  
13 ~~jurisdiction over landlord and tenant matters, excluding a court~~  
14 ~~of common pleas.~~

15 (D) UPON APPLICATION BY THE TENANT, THE COURT SHALL RELEASE <—  
16 APPROPRIATE SUMS FROM THE ESCROW ACCOUNT ON A CONTINUING BASIS  
17 WHILE THE APPEAL IS PENDING TO DIRECTLY COMPENSATE THOSE  
18 PROVIDERS OF HABITABLE SERVICES WHICH THE LANDLORD IS REQUIRED  
19 TO PROVIDE UNDER LAW OR UNDER THE LEASE.

20 (E) AS USED IN THIS SECTION, THE FOLLOWING WORDS AND PHRASES  
21 SHALL HAVE THE MEANINGS GIVEN TO THEM IN THIS SUBSECTION:

22 "LOWER COURT." DISTRICT JUSTICE, MAGISTRATE OR ANY OTHER  
23 COURT HAVING JURISDICTION OVER LANDLORD AND TENANT MATTERS,  
24 EXCLUDING A COURT OF COMMON PLEAS.

25 "VICTIM OF DOMESTIC VIOLENCE." A PERSON WHO HAS OBTAINED A  
26 PROTECTION FROM ABUSE ORDER AGAINST ANOTHER INDIVIDUAL OR CAN  
27 PROVIDE OTHER SUITABLE EVIDENCE AS THE COURT SHALL DIRECT.

28 Section 2. This act shall take effect in 90 days.