

AMENDMENTS TO HOUSE BILL NO. 1714

Sponsor: REPRESENTATIVE THOMAS

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1 Amend Bill, page 1, line 6, by striking out the period after
2 "property" and inserting
3 ; and providing for leasehold premises of service members
4 regarding termination and for disposition of abandoned
5 personal property of service member.

6 Amend Bill, page 8, by inserting between lines 19 and 20

7 (i) Notwithstanding any other provision of this section to
8 the contrary, this section shall not apply to a tenant who is a
9 service member or a dependent or immediate family member of a
10 service member, if the service member, while in military
11 service, receives military orders for reassignment or a
12 permanent change of station to a location fifty or more miles
13 from the location of the leasehold premises or to deploy with a
14 military unit or as an individual in support of a military
15 operation, for a period of at least ninety days.

16 (j) As used in this section, the following words and phrases
17 shall have the meanings given to them in this subsection:

18 "Dependent." A spouse, domestic partner, child or stepchild
19 of a service member.

20 "Immediate family member." A spouse, domestic partner,
21 mother, father, sister, brother, child or stepchild of a service
22 member.

23 "Military service." Active duty service with any branch of
24 the United States Armed Forces or a reserve component of the
25 armed forces, as well as training or education under the
26 supervision of a branch of the United States Armed Forces
27 preliminary to induction into military service for a period of
28 not less than one hundred eighty days.

29 "Reserve component." The United States Army Reserve, United
30 States Navy Reserve, United States Marine Corps Reserve, United
31 States Air Force Reserve, United States Coast Guard Reserve, the
32 Pennsylvania National Guard and the Pennsylvania Air National
33 Guard.

34 "Service member." An individual who as a member of the
35 United States Armed Forces or of a reserve component is the
36 tenant of a leasehold premises.

37 "United States Armed Forces" or "armed forces." The Army,

1 Navy, Air Force, Marine Corps or Coast Guard as defined in 10
2 U.S.C. § 101 (relating to definitions).

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

4 Section 505.2. Leasehold Premises of Service Members
5 Regarding Termination.--(a) Notwithstanding the provisions of
6 section 505.1 or any other provision of law or regulation to the
7 contrary, a service member who receives military orders for
8 reassignment or a permanent change of station to a location
9 fifty or more miles from the location of the leasehold premises
10 or to deploy with a military unit or as an individual in support
11 of a military operation may terminate a rental agreement for a
12 leasehold premise by providing the landlord with a written
13 notice of lease termination to be effective at least thirty days
14 after one of the following:

15 (1) The date stated in the notice of lease termination.

16 (2) The date of the landlord's receipt of the notice of
17 lease termination.

18 (3) The service member's entry into military service.

19 (4) The date of the service member's military orders.

20 (b) Except as herein provided, a service member's
21 termination of a lease pursuant to subsection (a) shall
22 terminate any obligation a dependent or immediate family member
23 of the service member may have under the lease.

24 (c) The written notice required pursuant subsection (a)
25 shall be accompanied by either a copy of the service member's
26 official military orders or a written verification signed by the
27 service member's commanding officer.

28 (d) Written notice of lease termination by a service member
29 may be delivered by one of the following methods:

30 (1) Personally to the landlord or the landlord's agent.

31 (2) Deposited in the United States mail as either priority
32 mail with confirmation postage or first class certified mail
33 with return receipt postage.

34 (3) Electronically by e-mail, read receipt.

35 (4) Private business carrier.

36 (e) In the case of a lease that provides for monthly payment
37 of rent, termination of the lease in accordance with this
38 section shall be effective thirty days after the first date on
39 which the next rental payment is due and payable after the date
40 on which the written notice under subsection (c) is delivered to
41 the landlord. In the case of any other lease, termination of the
42 lease shall be effective on the last day of the month following
43 the month in which lease termination is determined in accordance
44 with subsection (a).

45 (f) Any rent that is unpaid for the period preceding the
46 effective date of the lease termination shall be paid on a
47 prorated basis. Rent paid in advance for a period after the
48 effective date of the termination of the lease shall be refunded
49 to the service member or an authorized dependent, immediate
50 family member or a legal representative of the service member by
51 the landlord within thirty days after the effective date of the

1 termination of the lease.

2 (g) If a service member experiences a traumatic injury or
3 dies while on active duty, a dependent, immediate family member
4 or a legal representative of the service member's estate may
5 terminate the service member's rental agreement for any
6 leasehold premises by providing the landlord with a written
7 notice of termination to be effective thirty days after the
8 first date on which the next rental payment is due or forty-five
9 days after the landlord's receipt of the notice, whichever is
10 shorter. A copy of the service member's death certificate,
11 official military personnel casualty report or letter from the
12 service member's commanding officer verifying the service
13 member's death or injury must accompany the notice as
14 verification of the service member's death or injury.

15 Termination of the service member's lease obligations under this
16 subsection shall also terminate the lease obligations of any
17 cotenants who are dependents or immediate family members of the
18 injured or deceased service member. If the service member was a
19 cotenant with a person who is not an immediate family member or
20 dependent, then the termination shall relate only to the
21 obligation of the service member under the lease agreement. The
22 prorated charges under subsection (f) and liquidated damages, if
23 authorized, shall apply to any claims against the service
24 member's estate.

25 (h) As used in this section, the following words and phrases
26 shall have the meanings given to them in this subsection:

27 "Dependent." A spouse, domestic partner, child or stepchild
28 of a service member.

29 "Immediate family member." A spouse, domestic partner,
30 mother, father, sister, brother, child or stepchild of a service
31 member.

32 "Military service." Active duty service with any branch of
33 the United States Armed Forces or a reserve component of the
34 armed forces, as well as training or education under the
35 supervision of a branch of the United States Armed Forces
36 preliminary to induction into military service for a period of
37 not less than one hundred eighty days.

38 "Reserve component." The United States Army Reserve, United
39 States Navy Reserve, United States Marine Corps Reserve, United
40 States Air Force Reserve, United States Coast Guard Reserve, the
41 Pennsylvania National Guard and the Pennsylvania Air National
42 Guard.

43 "Service member." An individual who as a member of the
44 United States Armed Forces or of a reserve component is the
45 tenant of a leasehold premises.

46 "United States Armed Forces" or "armed forces." The Army,
47 Navy, Air Force, Marine Corps or Coast Guard as defined in 10
48 U.S.C. § 101 (relating to definitions).

49 Section 505.3. Disposition of Abandoned Personal Property of
50 Service Member.--(a) At the time a service member has
51 relinquished possession of the real property, the service member

1 shall remove or cause to be removed from the premises all items
2 of personal property. For the purposes of this section, a
3 service member shall be deemed to have relinquished possession
4 of the premises upon any of the following:

5 (1) Execution of an order of possession in favor of the
6 landlord.

7 (2) Physically vacating the premises, removal of
8 substantially all personal property and the providing of a
9 forwarding address or written notice stating that the service
10 member has vacated the premises.

11 (3) If personal property remains on the premises, the
12 receipt of written notice in accordance with section 505.2.

13 (b) Upon relinquishment of the premises under subsection (a)
14 and the acceptance of possession of the real property by the
15 landlord, the service member shall have thirty days to contact
16 the landlord regarding the service member's intent to remove any
17 personal property remaining on the premises. If the intent is
18 conveyed to the landlord, the personal property shall be
19 retained by the landlord at a site of the landlord's choosing
20 for sixty days after receipt of written notice in accordance
21 with section 505.2. If no communication is made to the landlord
22 within thirty days, the property may be disposed of at the end
23 of the thirty-day period at the discretion of the landlord.

24 (c) If personal property of a service member remains on the
25 premises following the relinquishment of the premises by the
26 service member, the following shall apply:

27 (1) If there is acceptance of the real property by the
28 landlord under subsection (a)(1) and the writ or order of
29 possession contained notice of the provisions under subsection
30 (b), the landlord shall not be required to provide further
31 notice to the service member.

32 (2) If there is acceptance of the real property by the
33 landlord under subsection (a)(2) or (3) and the lease or lease
34 addendum contains notice of the provisions under subsection (b),
35 the landlord shall be required to provide written notice to the
36 service member that personal property remains on the premises
37 and must be retrieved by the service member or a dependent or
38 immediate family member. The notice under this subsection shall
39 give the service member thirty days from the date of postmark of
40 the notice to notify the landlord that the service member will
41 be retrieving the personal property. If the intent is conveyed
42 to the landlord, the personal property shall be retained by the
43 landlord at a site of the landlord's choosing for forty-five
44 days from the date of postmark of the notice. If no
45 communication is made to the landlord within thirty days, the
46 property may be disposed of at the end of the thirty-day period
47 at the discretion of the landlord. The notice shall also include
48 a telephone number and address where the landlord can be
49 contacted and shall identify the location where the service
50 member's property can be retrieved. The notice shall be
51 delivered by one of the following methods:

1 (i) Regular mail to the service member's forwarding address,
2 if provided, or, if no forwarding address is provided, then to
3 the formerly leased premises.

4 (ii) Personal delivery to the tenant.

5 (iii) Electronic mail, read receipt.

6 (3) If the lease or lease addendum does not contain notice
7 of the provisions under subsection (b), the landlord, in
8 addition to complying with the requirements of subsection (b),
9 shall send notice to any dependent, immediate family member or
10 emergency contact that may have been provided by the service
11 member in a lease agreement.

12 (4) The notice required under this subsection shall also
13 contain information that the service member may be required to
14 pay costs related to the removal or storage of any personal
15 property retrieved by the service member after forty-five days
16 in accordance with subsection (f).

17 (d) At all times between the acceptance of the premises by
18 the landlord and the expiration of the thirty-day or forty-five
19 day periods, the landlord shall exercise ordinary care with
20 regard to any personal property that the service member left in
21 or on the real property.

22 (e) After the appropriate time period under subsection (d)
23 has expired, the landlord shall have no further responsibility
24 to the service member in regard to any personal property that
25 has not been retrieved by the service member or by a dependent
26 or immediate family member. The landlord may, at the landlord's
27 discretion, dispose of the personal property. If the personal
28 property is sold and proceeds exceed any outstanding obligations
29 owed to the landlord, the proceeds shall be forwarded to the
30 service member or a dependent authorized by the service member
31 by certified mail. If no forwarding address has been provided to
32 the landlord by the service member, the landlord shall hold the
33 proceeds for thirty days and, if unclaimed, may retain the
34 proceeds.

35 (f) If the landlord has issued the notice to the service
36 member in accordance with subsection (c), the landlord may
37 choose to store the service member's personal property at
38 another location within reasonable proximity to the leased
39 premises. If the landlord elects to have the property stored at
40 another location, the landlord may remove the property from the
41 premises by any means reasonably calculated to safeguard the
42 property for the time period required under this section. A
43 service member shall not be required to pay any costs related to
44 the removal or storage of the property by the landlord if the
45 service member retrieves the personal property within thirty
46 days of the date of postmark of the notice. If the service
47 member retrieves the personal property after thirty days of the
48 date of the postmark of notice but before forty-five days, the
49 service member shall be required to pay any reasonable and
50 actual costs related to the removal or storage of the property
51 by the landlord for that time period.

1 (g) As used in this section, the following words and phrases
2 shall have the meanings given to them in this subsection:

3 "Dependent." A spouse, domestic partner, child or stepchild
4 of a service member.

5 "Immediate family member." A spouse, domestic partner,
6 mother, father, sister, brother, child or stepchild of a service
7 member.

8 "Military service." Active duty service with any branch of
9 the United States Armed Forces or a reserve component of the
10 armed forces, as well as training or education under the
11 supervision of a branch of the United States Armed Forces
12 preliminary to induction into military service for a period of
13 not less than one hundred eighty days.

14 "Reserve component." The United States Army Reserve, United
15 States Navy Reserve, United States Marine Corps Reserve, United
16 States Air Force Reserve, United States Coast Guard Reserve, the
17 Pennsylvania National Guard and the Pennsylvania Air National
18 Guard.

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20 United States Armed Forces or of a reserve component is the
21 tenant of a leasehold premises.

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