

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1571

Session of
1975

INTRODUCED BY MESSRS. ROMANELLI, IRVIS, BENNETT, FINEMAN,
SCHMITT, PRATT AND HALVERSON, JULY 1, 1975

AS RE-REPORTED FROM COMMITTEE ON BUSINESS AND COMMERCE, HOUSE OF
REPRESENTATIVES, AS AMENDED, MARCH 22, 1976

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," providing for a warranty of habitability
6 to be deemed a part of every written or parol license, lease
7 or rental agreement, AND establishing standards for minimum <—
8 living conditions to be provided by licensors and landlords.
9 ~~and providing for injunctive relief for violations of the~~ <—
10 ~~provisions of this act.~~

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

13 Section 1. Section 102, act of April 6, 1951 (P.L.69, No.20)
14 known as "The Landlord and Tenant Act of 1951," is amended by
15 adding a clause to read:

16 Section 102. Definitions.--As used in this act.--

17 * * *

18 (5) "Residential premises" shall mean any apartment or
19 dwelling place UNIT occupied by any person other than the owner <—
20 and used primarily as living quarters.

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

~~Section 205. Maintenance Responsibilities. (a)~~

<—

~~Notwithstanding any other provision of law, in every lease or license of residential premises, whether in writing or in parol, the landlord or licensor, shall be deemed to covenant as a matter of law:~~

~~(1) To maintain the premises in such manner as to comply with all State and/or local codes, statutes, ordinances and/or regulations governing the premises' maintenance, operation, use and/or security.~~

~~(2) To make all required repairs promptly, and to do whatever else that may be necessary to deliver and thereafter maintain the premises in a fit and habitable condition, including but not limited to:~~

~~(i) Maintaining the roof, windows, screens, doors, floors, steps, porches, exterior and interior walls, CEILINGS, foundations, and all other structural components of the premises in good repair.~~

<—

~~(ii) Maintain all common areas of the premises in a safe and clean condition.~~

~~(iii) Maintain, in good working order and safe condition, all electrical, plumbing, sanitary, heating, water heating, air conditioning, ventilating, elevator and security systems, and all other facilities, appliances, and services supplied or required to be supplied by the landlord or licensor.~~

~~(iv) Maintain adequate extermination services to insure that the premises are reasonably free from insects, rodents and other pests.~~

~~(3) To provide and maintain:~~

~~(i) Facilities capable of supplying the tenant running~~

~~hot and cold water and reasonable heat to a minimum
temperature of 68 F throughout the dwelling unit.~~

~~(ii) Appropriate and sufficient receptacles and
conveniences in common areas for the deposit and removal of
ashes, garbage, rubbish and other waste incidental to the
occupancy of the premises.~~

~~(4) To supply running hot and cold water and reasonable heat
to a minimum temperature of 68 F throughout the dwelling unit,
and bear the cost of supplying same, unless otherwise provided
for by lease.~~

~~(b) The landlord or licensor and tenant or licensee of a
single family residence may agree in writing that the tenant or
licensee perform the duty of the landlord or licensor specified
in subsection (a)(3)(ii).~~

~~(c) If the duty imposed by subsection (a)(1) is greater than
any duty imposed by any other paragraph of subsection (a), the
duty of the landlord or licensor shall be determined by
reference to clause (1).~~

SECTION 205. MAINTENANCE RESPONSIBILITIES.--(A) IN EVERY
LEASE OR LICENSE OF RESIDENTIAL PREMISES WHETHER IN WRITING OR
IN PAROL, THE LANDLORD OR LICENSOR, SHALL BE DEEMED TO COVENANT
AS A MATTER OF LAW:

(1) TO MAINTAIN THE PREMISES IN SUCH MANNER AS TO COMPLY
WITH ALL APPLICABLE CODES, STATUTES, ORDINANCES AND REGULATIONS
GOVERNING THEIR MAINTENANCE, OPERATION, USE AND SECURITY.

(2) TO MAKE ALL REPAIRS AND DO WHATEVER IS NECESSARY TO
DELIVER AND THEREAFTER MAINTAIN THE PREMISES IN A FIT AND
HABITABLE CONDITION.

(3) IF THE DUTY IMPOSED BY CLAUSE (1) IS GREATER THAN ANY
DUTY IMPOSED BY CLAUSE (2), THE LANDLORD'S DUTY SHALL BE

1 DETERMINED BY REFERENCE TO CLAUSE (1).

2 (B) A TENANT OR LICENSEE MAY RECOVER DAMAGES AND OBTAIN
3 INJUNCTIVE RELIEF FOR ANY MATERIAL NONCOMPLIANCE WITH THIS
4 SECTION BY THE LANDLORD OR LICENSOR.

5 (C) IN NO EVENT SHALL A LANDLORD OR LICENSOR BE RESPONSIBLE
6 TO THE TENANT OR LICENSEE FOR ANY CONDITION CREATED OR CAUSED BY
7 THE WILFUL, NEGLIGENT OR MALICIOUS ACT OF THE TENANT OR
8 LICENSEE, A MEMBER OF HIS FAMILY, OR OTHER PERSON ON THE
9 PREMISES WITH THE CONSENT OF THE TENANT OR LICENSEE.

10 (D) ANY ATTEMPTED WAIVER BY A TENANT OR LICENSEE OF THIS
11 SECTION OR ANY PORTION THEREOF WHETHER BY CONTRACT OR OTHERWISE
12 SHALL BE VOID AND UNENFORCEABLE.

13 Section 206. Landlord Licensor Designation Required.--(a)
14 The landlord or licensor shall designate to the tenant or
15 licensee the name and address of a person who resides in the
16 county in which the premises are located who is authorized to
17 receive notices and demands from the tenant or licensee and upon
18 whom service of process may be made. If the landlord or licensor
19 is an individual person residing in the county in which the
20 premises are located, then the landlord or licensor may
21 designate himself for such purposes. If the landlord or licensor
22 fails to designate any person, process may be served upon the
23 Secretary of the Commonwealth, but service upon the Secretary of
24 the Commonwealth is not effective unless a copy of the process
25 or pleading is mailed to the landlord or licensor or the person
26 to whom the rental payments are made at their last known
27 address, if any such address has been made known by such party
28 to the tenant or licensee.

29 (b) The designation required by subsection (a) shall be made
30 by including notice of the designation in a written rental

1 agreement or by providing separate written notice of the
2 designation to the tenant or licensee and shall be made before
3 the commencement of the tenancy or license. A landlord or
4 licensor may change the name or address of the person designated
5 pursuant to subsection (a) by providing written notice of the
6 change of name or address to the tenant or licensee. The change
7 shall become effective upon the tenant's or licensee's receipt
8 of such written notice.

9 ~~Section 207. Injunctive Relief and Setoff. A tenant or~~ <—
10 ~~licensee may recover damages and obtain injunctive relief for~~
11 ~~any material non compliance with this act by the landlord or~~
12 ~~licensor. Violation of the warranty of habitability shall~~
13 ~~constitute a defense or partial defense to any action or~~
14 ~~counterclaim arising out of the tenancy brought by the landlord~~
15 ~~or licensor against the tenant or licensee.~~

16 ~~Section 208. Tenant Responsible. In no event shall a~~
17 ~~landlord or licensor be responsible to the tenant or licensee~~
18 ~~for any condition created or caused by the willful, or~~
19 ~~negligent, or malicious act of the tenant or licensee, a member~~
20 ~~of his family, or other person on the premises with the tenant's~~
21 ~~consent.~~

22 ~~Section 209. Waiver Void. Any attempted waiver by a tenant~~
23 ~~or licensee of this act or any portion thereof, whether by~~
24 ~~contract or otherwise, shall be void and unenforceable.~~

25 Section 3. This act shall take effect immediately.