

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1218 Session of
2013

INTRODUCED BY SAYLOR, AUMENT, V. BROWN, CALTAGIRONE, COHEN,
D. COSTA, DAVIS, FLECK, FREEMAN, GINGRICH, C. HARRIS, HELM,
HENNESSEY, JAMES, KIRKLAND, KORTZ, LONGIETTI, MARSHALL,
MILLARD, R. MILLER, MUNDY, PASHINSKI, PICKETT, QUINN, ROCK,
SCHLOSSBERG, SWANGER, TOOHL, WATSON, FARRY AND MURT,
APRIL 17, 2013

AS AMENDED ON SECOND CONSIDERATION, HOUSE OF REPRESENTATIVES,
APRIL 30, 2014

AN ACT

1 Amending the act of April 6, 1951 (P.L.69, No.20), entitled "An
2 act relating to the rights, obligations and liabilities of
3 landlord and tenant and of parties dealing with them and
4 amending, revising, changing and consolidating the law
5 relating thereto," ~~providing for death of a tenant.~~ FURTHER <--
6 PROVIDING FOR APPEAL BY TENANT TO COMMON PLEAS COURT; AND
7 PROVIDING FOR DEATH OF A TENANT, FOR EARLY TERMINATION OF
8 LEASES BY INDIVIDUALS WITH DISABILITIES AND SENIOR CITIZENS
9 AND FOR EARLY RELEASE OR TERMINATION OF LEASE BECAUSE OF
10 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING.

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

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

16 SECTION 1. SECTION 513(B) AND (E) OF THE ACT OF APRIL 6, <--
17 1951 (P.L.69, NO.20), KNOWN AS THE LANDLORD AND TENANT ACT OF
18 1951, AMENDED JULY 6, 1995 (P.L.253, NO.33), ARE AMENDED TO
19 READ:

SECTION 513. APPEAL BY TENANT TO COMMON PLEAS COURT.--* * *

(B) WITHIN TEN DAYS AFTER THE RENDITION OF JUDGMENT BY A LOWER COURT ARISING OUT OF RESIDENTIAL LEASE OR WITHIN THIRTY DAYS AFTER A JUDGMENT BY A LOWER COURT ARISING OUT OF A NONRESIDENTIAL LEASE OR A RESIDENTIAL LEASE INVOLVING A VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING, EITHER PARTY MAY APPEAL TO THE COURT OF COMMON PLEAS, AND THE APPEAL BY THE TENANT SHALL OPERATE AS A SUPERSEDEAS ONLY IF THE TENANT PAYS IN CASH OR BOND THE AMOUNT OF ANY JUDGMENT RENDERED BY THE LOWER COURT OR IS A VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING AND PAYS IN CASH ANY RENT WHICH BECOMES DUE DURING THE COURT OF COMMON PLEAS PROCEEDINGS WITHIN TEN DAYS AFTER THE DATE EACH PAYMENT IS DUE INTO AN ESCROW ACCOUNT WITH THE PROTHONOTARY OR THE SUPERSEDEAS SHALL BE SUMMARILY TERMINATED.

* * *

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

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

"VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING." A PERSON WHO HAS OBTAINED A PROTECTION FROM ABUSE ORDER AGAINST ANOTHER INDIVIDUAL, CAN PROVIDE ONE OF THE DOCUMENTS REQUIRED UNDER SECTION 502-C(B)(2) OR CAN PROVIDE OTHER SUITABLE EVIDENCE AS THE COURT SHALL DIRECT.

SECTION 2. THE ACT IS AMENDED BY ADDING SECTIONS TO READ:

Section 514. Death of Tenant.--(a) Notwithstanding any other provision of this act or law, and if the deceased tenant is the sole tenant of the residential unit, the executor or administrator of the estate of a tenant who dies during the term

of a residential lease shall have the option to terminate the lease upon fourteen days' written notice to the landlord on the later of:

(1) The last day of the calendar month that immediately follows the calendar month in which the tenant died; or

(2) upon surrender of the rental unit and removal of all of the tenant's personal property.

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

SECTION 515. EARLY TERMINATION OF LEASES BY INDIVIDUALS WITH <--
DISABILITIES AND SENIOR CITIZENS.-- (A) NOTWITHSTANDING ANY
OTHER PROVISION OF THIS ACT OR LAW, A TENANT OF A RESIDENTIAL
UNIT WHO:

(1) HAS A DISABILITY OR IS A SENIOR CITIZEN; AND

(2) IS EITHER:

(I) AWAITING ADMISSION AND SUBSEQUENTLY MOVES TO A HEALTH CARE FACILITY; OR

(II) NEEDS TO MOVE AND SUBSEQUENTLY MOVES TO A FAMILY MEMBER'S RESIDENCE FOR THE EXPRESS PURPOSE OF RECEIVING CARE FROM A HOME HEALTH CARE AGENCY FOR A PERIOD OF NO LESS THAN SIX MONTHS MAY TERMINATE THE LEASE PRIOR TO THE DATE PROVIDED IN THE LEASE BY PROVIDING THE LANDLORD OF THE RESIDENTIAL UNIT WITH THE INFORMATION SPECIFIED IN SUBSECTION (B).

(B) THE FOLLOWING INFORMATION MUST BE SUBMITTED TO A

1 LANDLORD:

2 (1) WRITTEN NOTICE DELIVERED TO THE LANDLORD SIXTY DAYS
3 PRIOR TO THE PROPOSED EARLY TERMINATION DATE INFORMING THE
4 LANDLORD OF THE TENANT'S REQUIRED ADMISSION AND MOVE TO A HEALTH
5 CARE FACILITY OR NEED TO MOVE TO A FAMILY MEMBER'S RESIDENCE FOR
6 THE EXPRESS PURPOSE OF RECEIVING CARE FROM A HOME HEALTH CARE
7 AGENCY FOR A PERIOD OF NO LESS THAN SIX MONTHS;

8 (2) CERTIFIED DOCUMENTATION SIGNED BY A LICENSED PHYSICIAN
9 INDICATING THAT THE TENANT, DUE TO MEDICAL REASONS, IS UNABLE TO
10 CONTINUE TO LIVE INDEPENDENTLY IN THE RESIDENTIAL UNIT AND
11 REQUIRES ADMISSION TO A HEALTH CARE FACILITY OR NEEDS TO RECEIVE
12 CARE FROM A HOME HEALTH CARE AGENCY FOR A PERIOD OF NO LESS THAN
13 SIX MONTHS; AND

14 (3) IF APPLICABLE, A NOTARIZED STATEMENT FROM THE TENANT'S
15 FAMILY MEMBER ATTESTING TO THE FACT THAT THE TENANT IS A
16 RELATIVE AND WILL BE MOVING INTO THE FAMILY MEMBER'S RESIDENCE
17 TO RECEIVE CARE FROM A HOME HEALTH CARE AGENCY FOR A PERIOD OF
18 NO LESS THAN SIX MONTHS.

19 (C) NOTHING UNDER THIS SECTION SHALL BE CONSTRUED TO RELIEVE
20 A TENANT TO WHICH THIS SECTION APPLIES OF LIABILITY FOR RENT OR
21 ANY OTHER DEBT INCURRED UNDER A LEASE PRIOR TO THE TERMINATION
22 DATE PROVIDED IN THE LEASE.

23 (D) FOR THE PURPOSES OF THIS SECTION, THE FOLLOWING WORDS
24 SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THIS SUBSECTION
25 UNLESS THE CONTEXT OTHERWISE INDICATES:

26 "DISABILITY." A PHYSICAL OR MENTAL IMPAIRMENT THAT
27 SUBSTANTIALLY LIMITS ONE OR MORE MAJOR LIFE ACTIVITIES.

28 "HEALTH CARE FACILITY." ANY GENERAL, CHRONIC DISEASE OR
29 OTHER TYPE OF HOSPITAL, PERSONAL CARE HOME, HOME HEALTH CARE
30 AGENCY, HOSPICE OR LONG-TERM CARE NURSING FACILITY.

1 "SENIOR CITIZEN." ANY PERSON WHO HAS ATTAINED THE AGE OF 62
2 YEARS OF AGE OR OLDER, OR WILL ATTAIN SUCH AGE DURING THE TERM
3 OF AN AGREEMENT IN WHICH THE PERSON IS A TENANT OF A RESIDENTIAL
4 UNIT.

5 SECTION 3. THE ACT IS AMENDED BY ADDING AN ARTICLE TO READ:

6 ARTICLE V-C

7 TENANTS' RIGHTS IN CASES OF

8 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

9 SECTION 501-C. DEFINITIONS.

10 THE FOLLOWING WORDS AND PHRASES WHEN USED IN THIS ARTICLE
11 SHALL HAVE THE MEANINGS GIVEN TO THEM IN THIS SECTION UNLESS THE
12 CONTEXT CLEARLY INDICATES OTHERWISE:

13 "ATTESTING THIRD PARTY." A LAW ENFORCEMENT OFFICIAL,
14 LICENSED HEALTH-CARE PROFESSIONAL, VICTIM'S ADVOCATE OR VICTIM-
15 SERVICES PROVIDER THAT HAD CONTACT WITH A TENANT OR AN IMMEDIATE
16 FAMILY MEMBER WHO IS A VICTIM OF DOMESTIC VIOLENCE, SEXUAL
17 ASSAULT OR STALKING.

18 "DOMESTIC VIOLENCE." BEHAVIOR FOR WHICH A POLICE OFFICER MAY
19 ARREST AN INDIVIDUAL WITHOUT A WARRANT UNDER 18 PA.C.S. §
20 2711(A) (RELATING TO PROBABLE CAUSE ARRESTS IN DOMESTIC VIOLENCE
21 CASES).

22 "DWELLING UNIT." EITHER OF THE FOLLOWING:

23 (1) IF A STRUCTURE HAS TWO OR MORE UNITS TO BE LEASED,
24 THE DESIGNATED UNIT WITHIN THE STRUCTURE, TOGETHER WITH THE
25 FIXTURES AND APPURTENANCES, TO BE USED AS THE HOME, RESIDENCE
26 OR SLEEPING PLACE BY AN INDIVIDUAL OR TWO OR MORE INDIVIDUALS
27 WHO MAINTAIN A COMMON HOUSEHOLD REGARDLESS OF THEIR
28 RELATIONSHIP TO EACH OTHER. UNLESS THE LEASE PROVIDES
29 OTHERWISE, THE TERM EXCLUDES AN AREA ASSOCIATED WITH THE
30 STRUCTURE BUT EXTERIOR TO IT SUCH AS A PARKING AREA, GROUNDS

1 OR A COMMON AREA WITHIN THE STRUCTURE SUCH AS A HALLWAY,
2 ENTRANCE OR BASEMENT; OR

3 (2) IF A STRUCTURE HAS ONLY ONE UNIT TO BE LEASED, THE
4 STRUCTURE, TOGETHER WITH THE FIXTURES, FACILITIES AND
5 APPURTENANCES, TO BE USED AS THE HOME, RESIDENCE OR SLEEPING
6 PLACE BY AN INDIVIDUAL OR TWO OR MORE INDIVIDUALS WHO
7 MAINTAIN A COMMON HOUSEHOLD, REGARDLESS OF THEIR RELATIONSHIP
8 TO EACH OTHER. UNLESS THE LEASE PROVIDES OTHERWISE, THE TERM
9 EXCLUDES AN AREA ASSOCIATED WITH THE STRUCTURE BUT EXTERIOR
10 TO IT SUCH AS A PARKING AREA, DETACHED GARAGE, OTHER BUILDING
11 OR GROUNDS.

12 "IMMEDIATE FAMILY MEMBER." ANY OF THE FOLLOWING WHO
13 HABITUALLY RESIDE IN A DWELLING UNIT WITH A TENANT:

14 (1) AN INDIVIDUAL RELATED TO THE TENANT BY BLOOD,
15 ADOPTION OR MARRIAGE;

16 (2) AN INDIVIDUAL HAVING AN INTIMATE RELATIONSHIP WITH
17 THE TENANT; OR

18 (3) A FOSTER CHILD, STEPCHILD OR WARD OF THE TENANT OR
19 OF AN INDIVIDUAL NAMED IN PARAGRAPH (1) OR (2).

20 "PREMISES." A DWELLING UNIT AND THE STRUCTURE OF WHICH IT IS
21 A PART IF THE STRUCTURE HAS TWO OR MORE UNITS TO BE LEASED. THE
22 TERM INCLUDES THE EXTERIOR OR INTERIOR AREAS:

23 (1) ASSOCIATED WITH THE STRUCTURE THAT ARE EXCLUDED FROM
24 THE DEFINITION OF "DWELLING UNIT," INCLUDING THE FIXTURES,
25 FACILITIES AND APPURTENANCES; AND

26 (2) HELD OUT FOR THE USE OF TENANTS GENERALLY OR THE USE
27 OF WHICH IS PROMISED TO THE TENANT.

28 "STALKING." CONDUCT THAT CONSTITUTES AN OFFENSE UNDER 18
29 PA.C.S. § 2709.1(A) (RELATING TO STALKING).

30 "TENANT." A PERSON ENTITLED TO POSSESSION OF A DWELLING UNIT

1 UNDER A LEASE. THE TERM INCLUDES AN ASSIGNEE, SUBLESSEE AND, IF
2 THE TENANT IS NOT AN INDIVIDUAL, AN INDIVIDUAL THE TENANT
3 AUTHORIZED TO OCCUPY THE DWELLING UNIT. IF THE TENANT IS AN
4 INDIVIDUAL, THE TERM EXCLUDES A PERSON WHO OCCUPIES THE DWELLING
5 UNIT WITH THE INDIVIDUAL'S PERMISSION THAT IS NOT A PARTY TO THE
6 LEASE AND DOES NOT PAY RENT.

7 "VICTIM ADVOCATE." AN INDIVIDUAL, WHETHER PAID OR SERVING AS
8 A VOLUNTEER, WHO PROVIDES SERVICES TO VICTIMS OF DOMESTIC
9 VIOLENCE, SEXUAL ASSAULT OR STALKING UNDER THE AUSPICES OR
10 SUPERVISION OF A VICTIM-SERVICES PROVIDER OR A COURT OR A LAW
11 ENFORCEMENT OR PROSECUTION AGENCY.

12 "VICTIM-SERVICES PROVIDER." A PERSON THAT ASSISTS VICTIMS OF
13 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING. THE TERM INCLUDES
14 A RAPE CRISIS CENTER, DOMESTIC VIOLENCE SHELTER, FAITH-BASED
15 ORGANIZATION OR OTHER ORGANIZATION WITH A DOCUMENTED HISTORY OF
16 WORK CONCERNING DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING.
17 SECTION 502-C. EARLY RELEASE OR TERMINATION OF LEASE.

18 (A) POSSIBLE RELEASE.--IF AS THE RESULT OF AN ACT OF
19 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING A TENANT OR AN
20 IMMEDIATE FAMILY MEMBER HAS A REASONABLE FEAR OF FURTHER ACTS OF
21 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING BY CONTINUED
22 RESIDENCE IN THE DWELLING UNIT, THE TENANT MAY BE RELEASED BY
23 GIVING A NOTICE THAT COMPLIES WITH SUBSECTION (B).

24 (B) REQUIRED RELEASE.--A TENANT SHALL BE RELEASED FROM A
25 LEASE IF THE TENANT GIVES THE LANDLORD:

26 (1) A WRITTEN NOTICE SIGNED BY THE TENANT OF THE
27 TENANT'S INTENT TO BE RELEASED FROM THE LEASE AS OF A
28 SPECIFIC DATE. THE NOTICE MUST BE GIVEN AT LEAST 30 DAYS
29 PRIOR TO THE DATE THE TENANT INTENDS TO TERMINATE THE LEASE;
30 AND

1 (2) ONE OF THE FOLLOWING:

2 (I) A COPY OF A VALID OUTSTANDING TEMPORARY OR
3 PERMANENT COURT ORDER THAT RESTRAINS A PERPETRATOR FROM
4 CONTACT WITH THE TENANT OR AN IMMEDIATE FAMILY MEMBER;

5 (II) OTHER EVIDENCE OF DOMESTIC VIOLENCE, SEXUAL
6 ASSAULT OR STALKING AGAINST THE TENANT OR AN IMMEDIATE
7 FAMILY MEMBER, INCLUDING BUT NOT LIMITED TO POLICE
8 REPORTS, MEDICAL RECORDS OR COURT DOCUMENTS RELATING TO
9 THE TENANT'S OR IMMEDIATE FAMILY MEMBER'S VICTIMIZATION;
10 OR

11 (III) A WRITTEN VERIFICATION SIGNED BY THE TENANT
12 AND AN ATTESTING THIRD PARTY THAT COMPLIES WITH THE
13 PROVISIONS OF SECTION 503-C.

14 (C) TERMINATION FOR A SINGLE TENANT.--IF THE TENANT IS THE
15 ONLY TENANT WHO IS A PARTY TO THE LEASE, THE LEASE TERMINATES ON
16 THE DATE SPECIFIED IN THE NOTICE GIVEN BY THE TENANT UNDER
17 SUBSECTION (B) (1). THE TENANT IS NOT LIABLE FOR RENT OR OTHER
18 OBLIGATIONS UNDER THE LEASE ACCRUING AFTER THE TERMINATION.

19 (D) TERMINATION FOR MULTIPLE TENANTS.--IF THERE ARE MULTIPLE
20 TENANTS THAT ARE PARTIES TO THE LEASE, THE RELEASE OF ONE TENANT
21 UNDER THIS SECTION DOES NOT TERMINATE THE LEASE WITH RESPECT TO
22 OTHER TENANTS, EXCEPT AS MAY OTHERWISE BE PROVIDED IN SECTION
23 505-C(A) (2). THE LANDLORD IS NOT REQUIRED TO RETURN TO THE
24 RELEASED TENANT OR A REMAINING TENANT A SECURITY DEPOSIT OR
25 UNEARNED PREPAID RENT UNTIL THE LEASE TERMINATES WITH RESPECT TO
26 ALL TENANTS.

27 SECTION 503-C. VERIFICATION.

28 (A) REQUIREMENTS.--A VERIFICATION PROVIDED BY A TENANT UNDER
29 SECTION 502-C(B) (2) (III) SHALL INCLUDE THE FOLLOWING:

30 (1) FROM THE TENANT:

1 (I) THE TENANT'S NAME AND ADDRESS OF THE DWELLING
2 UNIT;

3 (II) THE APPROXIMATE DATES DURING WHICH THE DOMESTIC
4 VIOLENCE, SEXUAL ASSAULT OR STALKING OCCURRED, INCLUDING
5 THE MOST RECENT DATE;

6 (III) A STATEMENT THAT BECAUSE OF THE ACTS OF
7 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING, THE TENANT
8 OR AN IMMEDIATE FAMILY MEMBER HAS A REASONABLE FEAR THAT
9 THE TENANT OR IMMEDIATE FAMILY MEMBER WILL SUFFER FURTHER
10 ACTS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING BY
11 CONTINUED RESIDENCE IN THE DWELLING UNIT;

12 (IV) THE PROPOSED DATE FOR THE RELEASE OF THE TENANT
13 FROM THE LEASE; AND

14 (V) A STATEMENT THAT THE TENANT UNDERSTANDS THAT THE
15 STATEMENTS COULD BE USED IN COURT AND THAT THE TENANT
16 COULD BE LIABLE FOR PERJURY AS WELL AS THE DAMAGES
17 PROVIDED IN SUBSECTION (B) FOR MAKING FALSE STATEMENTS IN
18 THE VERIFICATION.

19 (2) FROM AN ATTESTING THIRD PARTY:

20 (I) THE NAME, BUSINESS ADDRESS AND BUSINESS
21 TELEPHONE NUMBER OF THE ATTESTING THIRD PARTY;

22 (II) THE CAPACITY IN WHICH THE ATTESTING THIRD PARTY
23 RECEIVED THE INFORMATION REGARDING THE DOMESTIC VIOLENCE,
24 SEXUAL ASSAULT OR STALKING; AND

25 (III) A STATEMENT THAT THE ATTESTING THIRD PARTY:

26 (A) READ THE TENANT'S VERIFICATION AND HAS BEEN
27 ADVISED BY THE TENANT THAT THE TENANT OR AN IMMEDIATE
28 FAMILY MEMBER IS THE VICTIM OF DOMESTIC VIOLENCE,
29 SEXUAL ASSAULT OR STALKING AND HAS A REASONABLE FEAR
30 THAT THE TENANT OR THE IMMEDIATE FAMILY MEMBER WILL

1 SUFFER FURTHER ACTS OF DOMESTIC VIOLENCE, SEXUAL
2 ASSAULT OR STALKING BY CONTINUED RESIDENCE IN THE
3 DWELLING UNIT;

4 (B) BELIEVES THE TENANT; AND

5 (C) UNDERSTANDS THAT THE VERIFICATION MAY BE
6 USED AS THE BASIS FOR RELEASING THE TENANT FROM A
7 LEASE.

8 (B) FALSE STATEMENTS.--IF A TENANT SUBMITS TO A LANDLORD A
9 VERIFICATION CONTAINING FALSE STATEMENTS MADE BY THE TENANT OR
10 FALSE STATEMENTS MADE BY AN ATTESTING THIRD PARTY THAT THE
11 TENANT KNEW TO BE FALSE, THE COURT MAY AWARD THE LANDLORD AN
12 AMOUNT UP TO THREE MONTHS' RENT OR TRIPLE ACTUAL DAMAGES,
13 WHICHEVER IS GREATER, COSTS AND REASONABLE ATTORNEY FEES.
14 SECTION 504-C. LANDLORD'S OBLIGATIONS.

15 (A) COMPLYING TENANT.--IF A TENANT COMPLIES WITH SECTION
16 502-C, THE LANDLORD:

17 (1) EXCEPT AS PROVIDED IN SECTION 502-C(D), SHALL RETURN
18 TO THE TENANT THE AMOUNT OF A SECURITY DEPOSIT AND UNEARNED
19 PREPAID RENT, TO WHICH THE TENANT IS ENTITLED;

20 (2) MAY NOT ASSESS A FEE OR OTHER PENALTY AGAINST THE
21 TENANT SOLELY FOR EXERCISING A RIGHT GRANTED UNDER THIS
22 ARTICLE; AND

23 (3) MAY NOT DISCLOSE INFORMATION REQUIRED TO BE REPORTED
24 TO THE LANDLORD UNDER SECTION 502-C UNLESS:

25 (I) THE TENANT PROVIDES SPECIFIC TIME-LIMITED AND
26 CONTEMPORANEOUS CONSENT TO THE DISCLOSURE IN WRITING; OR

27 (II) THE INFORMATION IS REQUIRED TO BE DISCLOSED BY
28 A COURT ORDER OR BY LAW OTHER THAN THIS ARTICLE.

29 (B) REFUSAL TO RELEASE.--IF A LANDLORD REFUSES TO RELEASE A
30 TENANT WHO IS ENTITLED TO BE RELEASED FROM A LEASE UNDER SECTION

1 502-C, THE COURT SHALL AWARD THE TENANT AN AMOUNT EQUAL TO THREE
2 MONTHS' RENT OR TRIPLE ACTUAL DAMAGES, WHICHEVER IS GREATER,
3 COSTS AND REASONABLE ATTORNEY FEES.

4 SECTION 505-C. EFFECT ON PERPETRATOR.

5 (A) RECOVERY OF DAMAGES.--A LANDLORD MAY RECOVER FROM A
6 PERPETRATOR ACTUAL DAMAGES RESULTING FROM A TENANT'S EXERCISE OF
7 A RIGHT UNDER SECTION 502-C. IF THE PERPETRATOR IS A PARTY TO
8 THE LEASE, THE LANDLORD MAY:

9 (1) EXCEPT AS OTHERWISE PROVIDED IN SECTION 507-C(B),
10 ALLOW THE PERPETRATOR TO REMAIN IN POSSESSION OF THE DWELLING
11 UNIT IN WHICH EVENT THE PERPETRATOR SHALL BE LIABLE FOR
12 FUTURE RENT PAYABLE AND OTHER OBLIGATIONS OF A TENANT UNDER
13 THE LEASE; OR

14 (2) TERMINATE THE PERPETRATOR'S INTEREST UNDER THE LEASE
15 BY WRITTEN NOTICE TO THE PERPETRATOR AT LEAST FIVE DAYS PRIOR
16 TO THE TERMINATION DATE SPECIFIED IN THE NOTICE AND BRING AN
17 ACTION FOR POSSESSION AGAINST THE PERPETRATOR IF THE
18 PERPETRATOR FAILS TO VACATE THE DWELLING UNIT ON THE
19 SPECIFIED TERMINATION DATE.

20 (B) LIMITATION.--A PERPETRATOR IS NOT ENTITLED TO DAMAGES
21 RESULTING FROM A GOOD FAITH EXERCISE OF A RIGHT GRANTED TO A
22 TENANT OR A LANDLORD UNDER SECTION 502-C OR 508-C OR THIS
23 SECTION.

24 SECTION 506-C. CHANGE OF LOCKS.

25 (A) RIGHT TO REQUEST.--SUBJECT TO SUBSECTIONS (B) AND (C),
26 IF A TENANT OR AN IMMEDIATE FAMILY MEMBER HAS BEEN THE VICTIM OF
27 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING AND THE TENANT HAS
28 A REASONABLE FEAR THAT THE PERPETRATOR OR ANOTHER INDIVIDUAL
29 ACTING ON THE PERPETRATOR'S BEHALF MAY ATTEMPT TO GAIN ACCESS TO
30 THE DWELLING UNIT, THE TENANT MAY ASK THE LANDLORD TO CHANGE THE

1 LOCKS OR OTHER SECURITY DEVICES FOR THE DWELLING UNIT.

2 (B) DUTY OF LANDLORD AND EXPENSE.--NOT LATER THAN THREE DAYS
3 AFTER RECEIVING A REQUEST UNDER SUBSECTION (A) OR SOONER IF
4 COMMERCIALLY REASONABLE TO DO SO, THE LANDLORD SHALL CHANGE THE
5 LOCKS OR SECURITY DEVICES AT THE TENANT'S EXPENSE.

6 (C) RIGHT OF TENANT.--IF THE LANDLORD FAILS TO ACT IN A
7 TIMELY MANNER, THE TENANT MAY CHANGE THE LOCKS OR OTHER SECURITY
8 DEVICES AT THE LANDLORD'S EXPENSE WITHOUT THE LANDLORD'S
9 CONSENT. IN THAT EVENT, THE TENANT SHALL PROVIDE A KEY OR OTHER
10 MEANS OF ACCESS TO THE NEW LOCKS OR SECURITY DEVICES TO THE
11 LANDLORD AND TO ANY OTHER TENANT, OTHER THAN THE PERPETRATOR,
12 THAT IS A PARTY TO THE LEASE.

13 (D) RIGHT OF LANDLORD.--IF THE LOCKS OR OTHER SECURITY
14 DEVICES ARE CHANGED UNDER SUBSECTION (C), THE LANDLORD MAY
15 CHANGE THEM A SECOND TIME, AT THE LANDLORD'S EXPENSE, TO ENSURE
16 COMPATIBILITY WITH THE LANDLORD'S MASTER KEY OR OTHER MEANS OF
17 ACCESS OR OTHERWISE ACCOMMODATE THE LANDLORD'S REASONABLE
18 COMMERCIAL NEEDS.

19 (E) PROHIBITION.--IF A PERPETRATOR IS A PARTY TO THE LEASE,
20 THE LOCKS OR OTHER SECURITY DEVICES MAY NOT BE CHANGED UNDER
21 SUBSECTION (B) OR (C) UNLESS THERE IS A COURT ORDER EXPRESSLY
22 REQUIRING THE PERPETRATOR TO VACATE THE DWELLING UNIT OR A COURT
23 ORDER EXPRESSLY PROHIBITING THE PERPETRATOR FROM HAVING ANY
24 CONTACT WITH THE TENANT OR AN IMMEDIATE FAMILY MEMBER AND A COPY
25 OF THE ORDER HAS BEEN PROVIDED TO THE LANDLORD.

26 (F) LIMITATION.--A PERPETRATOR IS NOT ENTITLED TO DAMAGES OR
27 OTHER RELIEF AGAINST A LANDLORD OR A TENANT WHO COMPLIES IN GOOD
28 FAITH WITH THIS SECTION.

29 SECTION 507-C. EFFECT OF COURT ORDER TO VACATE.

30 (A) LANDLORD AND TENANT.--UPON ISSUANCE OF A COURT ORDER

1 REQUIRING A PERPETRATOR TO VACATE A DWELLING UNIT, THE LANDLORD
2 AND A TENANT DO NOT HAVE A DUTY TO:

3 (1) ALLOW THE PERPETRATOR ACCESS TO THE UNIT UNLESS
4 ACCOMPANIED BY A LAW ENFORCEMENT OFFICER; OR

5 (2) PROVIDE THE PERPETRATOR WITH A KEY OR OTHER ACCESS
6 TO THE DWELLING UNIT.

7 (B) LEASE INTEREST OF PERPETRATOR.--IF THE PERPETRATOR WHO
8 IS THE SUBJECT OF THE COURT ORDER DESCRIBED IN SUBSECTION (A) IS
9 A PARTY TO THE LEASE, THE PERPETRATOR'S INTEREST UNDER THE LEASE
10 SHALL TERMINATE AND THE LANDLORD AND ANY OTHER TENANTS REMAINING
11 IN THE DWELLING UNIT SHALL BE ENTITLED TO ACTUAL DAMAGES FROM
12 THE PERPETRATOR AS A RESULT OF THE TERMINATION. THE TERMINATION
13 OF THE PERPETRATOR'S INTEREST IN THE LEASE SHALL NOT AFFECT THE
14 RIGHTS AND OBLIGATIONS UNDER THE LEASE OF ANY OTHER TENANTS
15 REMAINING IN THE DWELLING UNIT.

16 (C) DUTY OF LANDLORD.--UPON TERMINATION OF A PERPETRATOR'S
17 INTEREST UNDER A LEASE UNDER SUBSECTION (B), THE LANDLORD SHALL
18 RETURN TO THE PERPETRATOR, IF THE PERPETRATOR WAS THE ONLY
19 TENANT UNDER THE LEASE, A SECURITY DEPOSIT AND UNEARNED RENT, TO
20 WHICH THE PERPETRATOR IS ENTITLED FOLLOWING THE TERMINATION.
21 THE LANDLORD'S OBLIGATION TO RETURN A SECURITY DEPOSIT TO A
22 PERPETRATOR UNDER THIS SUBSECTION IS SUBJECT TO THE LANDLORD'S
23 CLAIM FOR DAMAGES AGAINST THE PERPETRATOR AS A RESULT OF THE
24 TERMINATION OR FOR ANY OTHER CLAIM THE LANDLORD MAY HAVE WITH
25 RESPECT TO THE SECURITY DEPOSIT UNDER OTHER PROVISIONS OF THE
26 LEASE.

27 SECTION 508-C. LIMITATION ON LANDLORD'S CONDUCT.

28 (A) PROHIBITIONS.--EXCEPT AS PROVIDED IN SUBSECTION (C), A
29 LANDLORD MAY NOT INCREASE OR THREATEN TO INCREASE THE RENT,
30 SECURITY DEPOSIT OR FEES PAYABLE UNDER A LEASE, DECREASE OR

1 THREATEN TO DECREASE SERVICES REQUIRED UNDER THE LEASE OR THIS
2 ARTICLE, TERMINATE OR THREATEN TO TERMINATE A LEASE, REFUSE TO
3 RENEW A LEASE, SERVE OR THREATEN TO SERVE A NOTICE TO TERMINATE
4 A PERIODIC TENANCY, BRING OR THREATEN TO BRING AN ACTION FOR
5 POSSESSION, REFUSE TO LET A DWELLING UNIT OR IMPOSE DIFFERENT
6 RULES OR SELECTIVELY ENFORCE THE LANDLORD'S RULES:

7 (1) PRIMARILY BECAUSE THE TENANT OR AN IMMEDIATE FAMILY
8 MEMBER IS OR HAS BEEN THE VICTIM OF DOMESTIC VIOLENCE, SEXUAL
9 ASSAULT OR STALKING;

10 (2) BECAUSE OF A VIOLATION OF THE TERMS OF THE LEASE OR
11 THE PROVISIONS OF THIS ARTICLE BY THE TENANT RESULTING FROM
12 THE INCIDENT OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING
13 AGAINST THE TENANT OR AN IMMEDIATE FAMILY MEMBER; OR

14 (3) BECAUSE OF CRIMINAL ACTIVITY RELATING TO DOMESTIC
15 VIOLENCE, SEXUAL ASSAULT OR STALKING AGAINST THE TENANT OR AN
16 IMMEDIATE FAMILY MEMBER OR A POLICE OR EMERGENCY RESPONSE TO
17 A GOOD FAITH COMPLAINT OF ACTIVITIES RELATING TO DOMESTIC
18 VIOLENCE, SEXUAL ASSAULT OR STALKING AGAINST THE TENANT OR AN
19 IMMEDIATE FAMILY MEMBER.

20 (B) RIGHT OF LANDLORD.--A LANDLORD MAY TERMINATE A LEASE IF
21 THE LANDLORD PROVIDED A TENANT WITH A WRITTEN NOTICE SIGNED BY
22 THE LANDLORD REGARDING A PERPETRATOR'S BEHAVIOR RELATING TO
23 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING AGAINST THE TENANT
24 OR AN IMMEDIATE FAMILY MEMBER, AND SUBSEQUENTLY:

25 (1) THE TENANT INVITES THE PERPETRATOR ONTO THE PREMISES
26 OR, WITHOUT THE LANDLORD'S CONSENT, ALLOWS THE PERPETRATOR TO
27 OCCUPY THE DWELLING UNIT; AND

28 (2) THE PERPETRATOR DAMAGES THE PREMISES, HARMS ANOTHER
29 INDIVIDUAL ON THE PREMISES OR OTHERWISE DISTURBS THE USE AND
30 ENJOYMENT OF THE PREMISES BY ANOTHER TENANT OF THE DWELLING

1 UNIT OR OF ANOTHER DWELLING UNIT IN THE PREMISES.

2 (C) WILLFUL VIOLATION.--IF A LANDLORD WILLFULLY VIOLATES
3 THIS SECTION:

4 (1) THE TENANT MAY:

5 (I) TERMINATE THE LEASE;

6 (II) DEFEND AN ACTION FOR POSSESSION ON THE GROUND
7 THAT THE LANDLORD WILLFULLY VIOLATED THIS SECTION; OR

8 (III) OBTAIN APPROPRIATE INJUNCTIVE RELIEF; AND

9 (2) THE COURT SHALL AWARD THE TENANT AN AMOUNT EQUAL TO
10 THREE MONTHS' RENT OR TRIPLE ACTUAL DAMAGES, WHICHEVER IS
11 GREATER.

12 (D) DEFINITION.--AS USED IN THIS SECTION, THE TERM "TENANT"
13 SHALL INCLUDE AN INDIVIDUAL SEEKING TO ENTER INTO A LEASE WITH A
14 LANDLORD.

15 SECTION 509-C. TERMINATION OF PERPETRATOR'S INTEREST UNDER
16 LEASE WITHOUT COURT ORDER.

17 (A) GENERAL RULE.--IF A TENANT IS THE PERPETRATOR OF AN ACT
18 OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING AGAINST ANY
19 OCCUPANT OF THE PREMISES, THE LANDLORD MAY TERMINATE THE
20 PERPETRATOR'S INTEREST UNDER A LEASE BY GIVING THE PERPETRATOR A
21 WRITTEN NOTICE SIGNED BY THE LANDLORD THAT:

22 (1) STATES THE LANDLORD'S INTENT TO TERMINATE THE
23 PERPETRATOR'S INTEREST IN THE LEASE IMMEDIATELY OR ON A LATER
24 DATE SPECIFIED IN THE NOTICE; AND

25 (2) SPECIFIES THE ACT OF DOMESTIC VIOLENCE MOTIVATING
26 THE LANDLORD TO TERMINATE THE PERPETRATOR'S INTEREST UNDER
27 THE LEASE.

28 (B) RIGHTS OF OTHER TENANTS.--THE TERMINATION OF A
29 PERPETRATOR'S INTEREST UNDER A LEASE SHALL NOT TERMINATE THE
30 INTEREST OF ANY OTHER TENANT UNDER THE LEASE AND SHALL NOT ALTER

1 THE OBLIGATIONS OF ANY OTHER TENANT UNDER THE LEASE. ANY OTHER
2 TENANT UNDER THE LEASE MAY RECOVER ACTUAL DAMAGES FROM THE
3 PERPETRATOR RESULTING FROM THE TERMINATION OF THE PERPETRATOR'S
4 INTEREST UNDER THE LEASE.

5 (C) RETURN OF SECURITY DEPOSIT AND UNEARNED RENT.--THE
6 LANDLORD IS NOT REQUIRED TO RETURN TO THE PERPETRATOR OR TO ANY
7 REMAINING TENANT ANY SECURITY DEPOSIT OR UNEARNED RENT UNTIL THE
8 LEASE TERMINATES WITH RESPECT TO ALL TENANTS.

9 (D) BURDEN OF PROOF.--IN ANY ACTION BETWEEN THE LANDLORD AND
10 A PERPETRATOR INVOLVING THE RIGHT OF THE LANDLORD TO TERMINATE
11 THE PERPETRATOR'S INTEREST IN A LEASE UNDER THIS SECTION, THE
12 BURDEN IS UPON THE LANDLORD TO PROVE BY A PREPONDERANCE OF THE
13 EVIDENCE THAT THE PERPETRATOR COMMITTED AN ACT OF DOMESTIC
14 VIOLENCE, SEXUAL ASSAULT OR STALKING.

15 Section ~~2~~ 4. The addition of ~~section 514~~ SECTIONS 514, 515 <--
16 AND ARTICLE V-C of the act shall apply to leases entered into or
17 extended on or after the effective date of this section.

18 Section ~~3~~ 5. This act shall take effect ~~in 60 days~~. AS <--
19 FOLLOWS:

20 (1) THE FOLLOWING PROVISIONS SHALL TAKE EFFECT IN 60
21 DAYS:

22 (I) THE AMENDMENT OR ADDITION OF SECTIONS 513(B) AND
23 (E), 514 AND ARTICLE V-C OF THE ACT.

24 (II) SECTION 4 OF THIS ACT.

25 (2) THE REMAINDER OF THIS ACT SHALL TAKE EFFECT
26 IMMEDIATELY.