

LEGISLATIVE REFERENCE BUREAU

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No. _____

LEGISLATIVE REFERENCE BUREAU

AN ACT

Amending the act of April 6, 1951 (P.L.69, No.20), known as The Landlord and Tenant Act of 1951, providing for tenant's rights.

INTRODUCED _____ **20** _____

By _____ **District NO.** _____

By _____ **District NO.** _____

By _____ **District NO.** _____

By _____ **District NO.** _____

See next page for additional co-sponsors.

Prior Session _____

Referred to Committee on	
Date _____	20 _____
Reported _____	20 _____
As Committed-Amended	
Recommendation	

By Hon. _____	

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 tenant's rights.

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

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

11 ARTICLE V-C

12 TENANT'S RIGHTS

13 Section 501-C. Evictions.

14 (a) Refusal or termination.--A landlord may only terminate
15 or refuse to renew the lease of a lessee, or may evict a lessee
16 and rental home occupant, for one of the following reasons:

17 (1) Nonpayment of rent.

18 (2) A second or subsequent violation of the community
19 rules or lease occurring within a six-month period.

1 (3) If there is a change in use of the community land or
2 any part of community land.

3 (4) Termination of the rental home property.

4 (b) Eviction procedure.--The following shall apply for a
5 rental home lessee eviction:

6 (1) A lessee may not be evicted by a self-help measure.

7 (2) Prior to the commencement of any eviction proceeding
8 or the termination of or failure to renew the lease of a
9 lessee, the landlord shall notify the rental home lessee in
10 writing of the particular breach or violation of the lease by
11 certified or registered mail.

12 (3) In the case of nonpayment of rent, the notice under
13 paragraph (2) shall state that an eviction proceeding may be
14 commenced if the rental home lessee does not pay the overdue
15 rent within 20 days from the date of service if the notice is
16 given on or after April 1 and before September 1, and 30 days
17 if given on or after September 1 and before April 1 or an
18 additional nonpayment of rent occurring within six months of
19 the giving of the notice may result in immediate eviction
20 proceedings.

21 (4) In the case of a breach of the lease or violation of
22 the community rules, other than nonpayment of rent under
23 paragraph (3), the notice shall describe the particular
24 breach or violation. No eviction action may be commenced nor
25 shall the landlord terminate or refuse to renew the lease of
26 the rental home lessee unless the rental home lessee has been
27 notified as required by this section. Upon a second or
28 subsequent violation or breach occurring within six months,
29 the landlord may commence eviction proceedings at any time
30 within 60 days of the last violation or breach.

1 (c) Nonenforcement of rules.--A rental home lessee shall not
2 be evicted nor shall the landlord terminate or refuse to renew
3 the lease of a rental home lessee when there is proof that the
4 rules the lessee is accused of violating are not enforced with
5 respect to the other rental home lessees or nonresidents on the
6 community premises.

7 Section 502-C. Community rules and regulations.

8 (a) Establishment.--A landlord may at any time establish
9 fair and reasonable rules and regulations reasonably related to
10 the health, safety and upkeep of the community, provided the
11 rules and regulations are not arbitrary or capricious and are
12 included in any written lease and delivered to existing lessees
13 and posted in the public portion of the community office or
14 other conspicuous and readily accessible place near the rental
15 property.

16 (b) Uniform application.--All rules or rental charges shall
17 be uniformly applied to all rental home lessees or prospective
18 rental home occupants of the same or similar category. The
19 lessee shall be provided with a written copy of the rules and
20 regulations prior to the owner's or operator's acceptance of any
21 initial deposit, fee or rent. In addition, a copy of this
22 article shall be posted in the public portion of the community
23 office or other conspicuous and readily accessible place in the
24 rental home, and a copy of the following notice shall be
25 reproduced in capital typewritten letters or in ten-point
26 boldface print and be given to each resident upon entering into
27 the lease:

28 IMPORTANT NOTICE REQUIRED BY LAW

29 The rules set forth below govern the terms of your lease or
30 occupancy agreement with this rental home. The law requires all

1 of these rules to be fair and reasonable.

2 As a lessee, you may continue to stay in this community as
3 long as you pay your rent and other reasonable fees, service
4 charges and assessments hereinafter set forth and abide by the
5 rules of the community. Entrance and exit fees may not be
6 charged.

7 As a lessee, you may be evicted for any of the following
8 reasons:

9 (1) Nonpayment of rent.

10 (2) A second or subsequent violation of the community
11 rules or lease occurring within a six-month period.

12 (3) If there is a change in use of the community land or
13 parts thereof.

14 (4) Termination of the rental home property.

15 As a lessee, you shall only be evicted in accordance with the
16 following procedure:

17 (1) A lessee shall not be evicted by any self-help
18 measure.

19 (2) Prior to the commencement of any eviction
20 proceeding, the landlord shall notify the lessee in writing
21 of the particular breach or violation of the lease or
22 community rules by certified or registered mail.

23 (3) In the case of nonpayment of rent, the notice under
24 paragraph (2) shall state that an eviction proceeding may be
25 commenced if the rental home lessee does not pay the overdue
26 rent within 20 days from the date of service if the notice is
27 given on or after April 1 and before September 1, and 30 days
28 if given on or after September 1 and before April 1 or an
29 additional nonpayment of rent occurring within six months of
30 the giving of the notice may result in immediate eviction

1 proceedings.

2 (4) In the case of a breach of the lease or violation of
3 the community rules, other than nonpayment of rent under
4 paragraph (3), the notice shall describe the particular
5 breach or violation. No eviction action shall be commenced
6 unless the lessee has been notified as required by this
7 section, and upon a second or subsequent violation or breach
8 occurring within six months, the landlord may commence
9 eviction proceedings at any time within 60 days of the last
10 violation or breach.

11 As a lessee, you may not be evicted when there is proof that
12 the rules you as the lessee are accused of violating are not
13 enforced with respect to the other rental home residents or
14 nonresidents on the community premises.

15 In addition, no eviction proceeding for nonpayment of rent
16 may be commenced against you as the lessee until you have
17 received notice by certified or registered mail of the
18 nonpayment and have been given to pay the overdue rent 20 days
19 from the date of service if the notice is given on or after
20 April 1 and before September 1, and 30 days if given on or after
21 September 1 and before April 1. However, only one notice of
22 overdue rent is required to be sent to you as the lessee during
23 any six-month period. If a second or additional violation occurs
24 within six months from the date of the first notice then
25 eviction proceedings may be immediately started against you.

26 You are entitled to purchase goods or services from a seller
27 of your choice and the community owner shall not restrict your
28 right to do so.

29 The Attorney General of the Commonwealth of Pennsylvania or
30 the District Attorney of the county in which the rental home is

1 located shall enforce these provisions. As a lessee, you may
2 also bring a private cause of action. If your rights are
3 violated you may contact the Bureau of Consumer Protection or
4 your local District Attorney.

5 Section 503-C. Disclosure of fees.

6 (a) Disclosure of utilities.--All rent, fees, service
7 charges and assessments payable to the landlord and utility
8 charges for water, sewer, trash, Internet, cable, electricity
9 and fuel charges payable to the landlord and notice of any other
10 utility charges for which the lessee may be responsible shall be
11 fully disclosed in writing to a prospective rental home lessee
12 prior to the rental home owner or operator's acceptance of any
13 initial deposit, fee or rent and prior to execution of the
14 rental home space lease. For current rental home residents, the
15 rental home community owner or operator shall fully disclose all
16 rent, fees, service charges and assessments payable to the
17 community owner and utility charges for water, sewer, trash,
18 cable, electricity and fuel charges payable to others in writing
19 prior to the execution of a mandatory lease of at least one
20 month in duration.

21 (b) Signature.--The landlord may require that the
22 prospective lessee or current lessee sign a receipt indicating
23 receipt of a copy of the required disclosure and the rental home
24 community rules and regulations so long as the documents are
25 clearly identified in the receipt itself. The receipt shall
26 indicate nothing more than that the documents identified in the
27 receipt have been received by the lessee.

28 (c) Disclosure.--Failure to disclose rent, fees, service
29 charges and assessments shall render the rent, fees, service
30 charges and assessments void and unenforceable in this

1 Commonwealth. Increases in rent, fees, service charges and
2 assessments payable to the landlord shall be unenforceable until
3 30 days after notice thereof has been posted in the public
4 portion of the community office or other conspicuous and readily
5 accessible place in the rental home and mailed to the rental
6 home lessee. Rent may not be increased during the term of the
7 lease.

8 (d) Cover sheet.--The written disclosure shall contain a
9 cover sheet with the following statement in 12-point, sans-serif
10 type, except the term "five days" in the final paragraph of the
11 notice shall appear in 16-point, sans-serif, bold type:

12 "This document contains important information regarding your
13 legal rights and your financial obligations in leasing or
14 renewing or signing a new lease for a rental home. Make sure
15 that you read the entire document and seek legal advice if
16 you have any questions regarding the information stated in
17 this document.

18 The statements contained in this disclosure are only summary
19 in nature. A prospective lessee should refer to all
20 references, including all lease or rental agreement documents
21 as well as any rules and regulations that have been
22 established for the rental home community. Oral
23 representations should not be relied on as correctly stating
24 the representations of the rental home community owner or
25 operator. Instead, you should refer to the lease or rental
26 agreement and required disclosure documents for correct
27 representations. You should also refer to the act of November
28 24, 1976 (P.L.1176, No.261), known as the Manufactured Home
29 Community Rights Act, to become familiar with your
30 obligations and rights as a rental home resident.

1 You have five calendar days from the date you received this
2 documentation to cancel your agreement in writing to the
3 rental home community owner or operator."

4 (e) Disclosures.--All new leases, lease extensions and lease
5 renewals, which are for more than a 60-day period, shall contain
6 the following full disclosures:

7 (1) The manner in which utility and other services,
8 including sewage and waste disposal, cable television, water
9 supply and storm drainage, will be provided, and the entity
10 providing them. The services or user fees charged by the
11 landlord for the services provided by the rental home owner
12 shall also be disclosed.

13 (2) An explanation of the manner in which the rental
14 amount will be increased, including notification to the
15 rental home lessee at least 60 days in advance of the
16 increase.

17 (3) Disclosure of any factors that may affect the rental
18 amount, including the following factors:

19 (i) Water rates.

20 (ii) Sewer rates.

21 (iii) Waste disposal rates.

22 (iv) Maintenance costs, including costs of deferred
23 maintenance.

24 (v) Management costs.

25 (vi) Property taxes.

26 (vii) Major repairs or improvements.

27 (viii) Any other fees, costs, assessments or service
28 charges that the rental home lessee is required to pay or
29 that the rental home owner or operator intends to charge
30 during the terms of the lease or rental agreement.

1 (4) Disclosure of the manner in which the pass-through
2 charges will be assessed.

3 (5) A report of the utility fees charged for the rental
4 home paid to the landlord by a prior lessee during the
5 previous 12 months.

6 (6) Disclosure of all service charges currently charged
7 for services offered which the rental home lessee may elect
8 to incur and the manner in which the fees will be increased.

9 (7) Any rental home community rules and regulations that
10 have been established and an explanation of the manner in
11 which the rules and regulations will be set, changed or
12 promulgated.

13 (8) The rent history of the rental home for the three
14 full calendar years immediately preceding the prospective
15 initial rental agreement date. The information under this
16 paragraph shall be for basic rental fees only and shall not
17 apply to other fees such as late charges and quest fees.
18 Additionally, the calculation of rent history shall be posted
19 in the public portion of the rental home community's rental
20 office or other conspicuous and readily accessible place and
21 in the same place as any rules and regulations that have been
22 established for the rental home community are posted.

23 (9) Citations or other documents from Federal, State or
24 local governmental agencies which require the rental home
25 community owner to take corrective action, including
26 citations from the Department of Environmental Protection
27 regarding water and sewage. The information shall also be
28 posted within the community in the same place as the rules
29 and regulations are displayed until the corrective action has
30 been completed.

1 Section 504-C. Other fees.

2 In accordance with a lessee's right to invite to the lessee's
3 dwelling unit social and business visitors as the lessee wishes,
4 no fee may be charged for overnight visitors or quests occupying
5 a lessee's rental home. If an overnight visitor or quest
6 frequently remain overnight for residential purposes so as to
7 increase the number of persons normally living in the unit, the
8 owner or operator of a rental home may revise the rent due to
9 conform to the rent paid by other lessees with a like number of
10 members in their household.

11 Section 505-C. Sale or lease of rental home.

12 (a) Written notice of sale or lease.--In the event of the
13 sale or lease of a rental home, a rental home owner shall
14 provide written notice to the residents and tenants of the
15 community and to the Pennsylvania Housing Finance Agency. The
16 notice shall be sent within 30 days after any agreement of sale
17 is signed. The notice shall be posted in the same conspicuous
18 and readily accessible place in the rental home community where
19 the rules and regulations are posted, pursuant to section 502-C.

20 (b) New owner notice.--Within 30 days of transfer of title
21 to the community, the new owner shall notify the residents and
22 tenants of the name of the new owner and contact information for
23 either the new owner or new operator of the community. The
24 notice shall be mailed to each resident and tenant and shall be
25 posted immediately in the same conspicuous and readily
26 accessible place in the rental home community where the rules
27 and regulations are posted, pursuant to section 502-C.

28 Section 506-C. Closure of rental home.

29 (a) Requirements.--In the event of the closure of a rental
30 home, in whole or in part, the rental home owner shall:

1 (1) Provide written notice to the residents and tenants
2 of the community, to the resident association if one exists,
3 to the Pennsylvania Housing Finance Agency and to the
4 municipality where the rental home is located within 60 days
5 of deciding to close the rental home. The notice shall
6 include the estimated date residents and tenants will be
7 expected to vacate the community, which shall be no less than
8 180 days from the date of the notice, and the estimated date
9 the community will be closed.

10 (2) Notify any prospective resident in writing, prior to
11 leasing a rental home, and any known prospective tenant,
12 prior to leasing a rental home, of the scheduled closing
13 date.

14 (b) Consideration.--A rental home owner shall consider any
15 offer to purchase the community made by a resident association
16 representing at least 25% of the tenants or by a nonprofit
17 corporation, including a community development corporation,
18 housing authority or redevelopment authority acting at the
19 request of the residents of at least 25% of the units and shall
20 negotiate in good faith with the entity submitting the offer.

21 (c) Penalty prohibited.--A tenant who rents a unit in a
22 rental home shall have the right to terminate the lease without
23 penalty upon receiving notice of the planned closing of the
24 rental home.

25 Section 507-C. Notice requirements in event of closure of
26 rental home.

27 (a) Certification and recipient.--The notice given to the
28 Pennsylvania Housing Finance Agency under section 505-C shall be
29 sent by certified mail and shall be addressed to the legal
30 department of the Pennsylvania Housing Finance Agency.

1 (b) Publication and other requirements.--

2 (1) Within 60 days of the effective date of this
3 section, the Pennsylvania Housing Finance Agency shall
4 transmit notice to the Legislative Reference Bureau for
5 publication in the Pennsylvania Bulletin stating the agency
6 is compiling a list of parties interested in receiving copies
7 of any notice received by it under sections 505-C and 506-C
8 and inviting the parties to provide contact information to
9 receive notices of community sales or closures. The notice
10 under this paragraph shall also be published on the agency's
11 publicly accessible Internet website. Interested parties may
12 indicate their region of the Commonwealth or that they
13 operate Statewide.

14 (2) The Pennsylvania Housing Finance Agency shall send
15 copies of notices received under this section to parties on
16 the list that are Statewide or within the region the parties
17 identify under paragraph (1). Notices shall be sent by
18 regular mail or by electronic mail within 10 calendar days of
19 the receipt of a notice.

20 (3) Nothing in this subsection shall be construed to
21 create any liability for the Pennsylvania Housing Finance
22 Agency or otherwise to affect the transfer of any real
23 property in the event there is a failure to provide notice in
24 accordance with this act.

25 (c) Notice requirements.--A notice given under subsection

26 (b) (2) shall be:

27 (1) Delivered to an adult resident of each rental home
28 unit within the rental home or mailed by first class mail to
29 the resident or tenant of each unit.

30 (2) Posted in the same conspicuous and readily

1 accessible place in the rental home community where the rules
2 and regulations are posted under section 502-C.

3 (d) Personal notice.--A notice given under subsection (b)(2)
4 shall be given personally to the prospective resident or known
5 prospective tenant.

6 Section 508-C. Waiver of rights.

7 The rights and duties of rental home owners and operators and
8 the rental home lessees may not be waived by any provisions of a
9 written or oral agreement. Any agreement attempting to limit
10 rights under this section shall be void and unenforceable in
11 this Commonwealth.

12 Section 509-C. Damages.

13 (a) Cause of action.--Any rental home owner, operator or
14 lessee aggrieved by a violation of their rights under this
15 article may institute a private cause of action to recover
16 damages, or for treble damages where provided in this article or
17 restitution in any appropriate court of initial jurisdiction in
18 this Commonwealth.

19 (b) Disclosure.--If disclosure as required by section 503-C
20 was not provided to the rental home prospective first-time
21 lessee prior to execution of the rental agreement or prior to
22 initial occupancy of a unit, the rental agreement shall be
23 voidable by the lessee during the first year of occupancy until
24 five calendar days after the receipt of the disclosure by the
25 lessee.

26 (c) Notice of void.--To void the rental agreement, the
27 prospective first-time lessee shall deliver written notice to
28 the rental home owner or operator within five days after receipt
29 of the disclosure and shall be entitled to a refund from the
30 owner or operator of the rental home.

1 (d) Collection of rent.--The rental home owner or operator
2 may not collect rent from a prospective first-time lessee until
3 the rental home owner or operator and the lessee have entered
4 into the rental agreement.

5 (e) Increased rent collection.--When the rental home owner
6 or operator and a rental lessee execute a new, renewed or
7 extended lease for a rental home unit, which increases rent or
8 payables to the lessor, the rental home owner or operator may
9 not collect increased rent from the rental home lessee until the
10 rental home owner or operator and the rental home lessee have
11 entered into the new, renewed or extended lease. After receiving
12 60 days' notice of the rental home owner's or operator's intent
13 to offer a new lease, the rental home occupant shall have 30
14 days to either accept the new, renewed or extended rental
15 agreement or to notify the rental home owner or operator of
16 intent to vacate within 30 days. No increased rent or fee lease
17 charges shall be effective against a lessee prior to the 61st
18 day after receiving the owner or operator notice.

19 Section 510-C. Restraining prohibited acts.

20 Whenever the Attorney General or a district attorney has
21 reason to believe that any person is using or is about to use
22 any method, act or practice declared by this article to be
23 prohibited, and that proceedings would be in the public
24 interest, the Attorney General or district attorney may bring an
25 action in the name of the Commonwealth against the person to
26 restrain by temporary or permanent injunction the use of the
27 method, act or practice.

28 Section 511-C. Enforcement.

29 The Attorney General shall have the power and duty to enforce
30 the provisions of this article, but in no event shall an

1 individual be prohibited or otherwise restricted from initiating
2 a private cause of action under any right or remedy conferred by
3 this article.

4 Section 512-C. Retaliatory evictions.

5 Any action by a rental home owner or operator to recover
6 possession of real property from a rental home lessee or to
7 change the lease within six months of a lessee's assertion of
8 rights under this article or any other legal right shall raise a
9 presumption that the action constitutes a retaliatory and
10 unlawful eviction by the owner or operator and is in violation
11 of this article. A presumption under this section may be
12 rebutted by competent evidence presented in any appropriate
13 court of initial jurisdiction in this Commonwealth.

14 Section 513-C. Remedies.

15 A violation of this act may be enforced as provided by
16 sections 509-C, 510-C, 511-C and 512-C and shall also constitute
17 an unfair or deceptive act or practice within the meaning of
18 section 2(4) of the act of December 17, 1968 (P.L.1224, No.387),
19 known as the Unfair Trade Practices and Consumer Protection Law,
20 and shall be a violation of and shall be subject to the
21 enforcement provisions and private rights of action contained in
22 the Unfair Trade Practices and Consumer Protection Law.

23 Residents shall have the right to seek injunctive relief to
24 enforce compliance with this section and sections 505-C and 506-
25 C.

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