

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1335 Session of
1977

INTRODUCED BY IRVIS, WILLIAMS, DOMBROWSKI, GARZIA, ZWIKL,
TENAGLIO, WHITE, RICHARDSON, COHEN, GREENFIELD, PETRARCA,
STAIRS, SCHMITT, CIANCIULLI, BORSKI, M. M. MULLEN, BITTINGER,
LIVENGOD, REED, KNEPPER, DeWEESE AND RHODES, JUNE 15, 1977

REFERRED TO COMMITTEE ON BUSINESS AND COMMERCE, JUNE 15, 1977

AN ACT

1 Relating to rights and duties of landlords and tenants.

2 TABLE OF CONTENTS

3 Section 1. Registration and designation of agent; service
4 of process.

5 Section 2. Copies of the rental agreement.

6 Section 3. Rent receipts.

7 Section 4. Prohibited provisions.

8 Section 5. Separation of rents and obligations to maintain
9 property forbidden.

10 Section 6. Landlord liens; distress for rent.

11 Section 7. Sublease and assignment.

12 Section 8. Landlord to supply possession of dwelling unit.

13 Section 9. Disclosure.

14 Section 10. Warranty of habitability.

15 Section 11. Sale and management transfer.

16 Section 12. Access.

1 Section 13. Noncompliance by the landlord in general.
2 Section 14. Self-help for correction of defects.
3 Section 15. Extending rent withholding Statewide.
4 Section 16. Tenant's remedy for landlord's unlawful ouster
5 or diminution of service.
6 Section 17. Rules for termination of rental agreements.
7 Section 18. Retaliatory evictions prohibited.
8 Section 19. Discrimination by landlord prohibited.
9 Section 20. Additional provision to security deposit law -
10 accumulation of security deposit.
11 Section 21. Repeals.
12 Section 22. Effective date.

13 The General Assembly of the Commonwealth of Pennsylvania
14 hereby enacts as follows:

15 Section 1. Registration and designation of agent; service of
16 process.

17 (a) The owner of any building or structure which is wholly
18 or partly used or intended to be used for rental purposes, for
19 living or sleeping by human occupants, shall by April 15 of each
20 year file a certificate of registration with the recorder of
21 deeds of the county wherein the lot, building or structure is
22 located. The certificate of registration shall identify the
23 premises by street numbers or by such other description that
24 will locate the dwellings, identify the owner by name, residence
25 and business address, or, if the owner is a corporation, the
26 identification shall include the name and address of the
27 corporation together with the names, residence and business
28 addresses of the principals of the corporation.

29 (b) The owner of any building or structure for which a
30 certificate of registration is filed pursuant to subsection (a)

1 shall also designate an agent upon whom service of process may
2 be made in the county wherein the dwelling is located. Any owner
3 who resides in the same county as the building or structure is
4 located may designate himself as agent for purposes of this
5 section. The designation shall also be filed in the recorder of
6 deed's office at the same time the certificate of registration
7 is filed.

8 (c) In any civil proceeding against a tenant, the owner
9 shall certify that he has filed a certificate of registration
10 and has designated an agent as required above together with any
11 amendments thereto and shall annex a copy of the receipt of such
12 certificate of registration to his petition.

13 (d) If process cannot be served in this Commonwealth upon
14 the owner or the designated agent, process may be served upon
15 the Secretary of the Commonwealth, but service upon the
16 secretary is not effective unless the plaintiff or petitioner
17 forthwith mails a copy of the process or pleading by registered
18 mail to the defendant or respondent at his last reasonably
19 ascertainable address. An affidavit of compliance with this
20 section shall be filed with the clerk of the court on or before
21 the return day of process, if any, or within any further time
22 the court allows.

23 (e) The recorder of deeds in each county shall maintain a
24 listing of all owners who file a certificate of registration
25 under this section. The listing shall identify such owners
26 alphabetically and by address of the property and shall be open
27 to the public during normal business hours.

28 (f) Certificates of registration shall be amended or refiled
29 within 30 days after any of the information required by
30 subsection (a) or (b) has changed.

(g) If the landlord fails to file a certificate of registration according to above procedures the landlord shall be liable to the tenant for the amount of \$300 or actual damages, whichever is greater.

Section 2. Copies of the rental agreement.

(a) The landlord shall provide the tenant with a copy of any written rental agreement and all amendments thereto at the time the lease is signed by the parties. The landlord shall obtain a receipt from the tenant upon delivery of the lease and failure to present said receipt in any civil proceeding shall be prima facie proof of the nondelivery of the lease.

(b) If the landlord fails to provide the tenant with a copy of the rental agreement pursuant to subsection (a), he shall be liable to the tenant for the amount of \$300 or actual damages, whichever is greater.

Section 3. Rent receipts.

The landlord shall furnish to the tenant a written, dated receipt for rents paid and any other moneys received by the landlord from the tenant unless such rents or other moneys are paid by check.

Section 4. Prohibited provisions.

(a) No rental agreement may provide that the tenant:

(1) Agrees to waive or forego rights and remedies under the United States or the Pennsylvania Constitutions, this act or any other act, ordinance or regulation.

(2) Authorizes any person to confess judgment for possession or monetary damages on a claim arising out of the rental agreement or under this act.

(3) Agrees to pay landlord's attorneys fees.

(4) Agrees to the exculpation or limitation of any

1 liability of the landlord arising under the law or to
2 indemnify the landlord for that liability or the costs
3 connected therewith.

4 (5) Agrees to waive the debtor's exemption provided by
5 the act of April 9, 1849 (P.L.533, No.356), entitled "An act
6 to exempt property to the value of three hundred dollars from
7 levy and sale on execution and distress for rent."

8 (6) Must fulfill any repair or maintenance duty imposed
9 on the landlord by any statute, ordinance or regulation
10 except as provided in section 10.

11 (7) Agrees that a rental agreement may be terminated
12 prior to the expiration of the term of the rental agreement
13 in the event the owner sells or otherwise conveys premises
14 that contain a dwelling unit subject to this act.

15 (b) A provision prohibited by subsection (a) included in a
16 rental agreement is unenforceable and void. If a landlord uses a
17 rental agreement containing a prohibited provision, the tenant
18 shall recover an amount not more than three months' rent or the
19 actual damages sustained by him, whichever is greater.

20 Section 5. Separation of rents and obligations to maintain
21 property forbidden.

22 A rental agreement may not permit the receipt of rent free
23 from the obligation to comply with section 10 and the provisions
24 of this act.

25 Section 6. Landlord liens; distress for rent.

26 (a) A lien or security interest on behalf of the landlord on
27 the tenant's household goods is unenforceable.

28 (b) Distraint for rent is abolished.

29 Section 7. Sublease and assignment.

30 (a) The tenant's right to sublease the premises or assign

1 the rental agreement may be conditioned on obtaining the
2 landlord's consent, which shall not be unreasonably withheld. No
3 consideration of race, creed, sex, marital status, religion,
4 political opinion or affiliation, national origin, or source of
5 income may be relied on by the landlord as reasonable grounds
6 for rejection. In any proceeding in which the reasonableness of
7 the landlord's rejection shall be in issue, the burden of
8 showing reasonableness shall be on the landlord.

9 (b) In the event that a court determines that a landlord
10 unreasonably withheld his consent pursuant to subsection (a),
11 the tenant and prospective lessee may recover damages sustained
12 as a result of the landlord's action including, but not limited
13 to, reasonable expenditures necessary to obtain adequate
14 substitute housing.

15 Section 8. Landlord to supply possession of dwelling unit.

16 At the commencement of the term, the landlord shall deliver
17 possession of the premises to the tenant in compliance with the
18 rental agreement and section 10.

19 Section 9. Disclosure.

20 (a) Consistent with section 1, on each written rental
21 agreement, the landlord shall prominently disclose:

22 (1) the names and addresses of all persons who are the
23 owners of the rental unit or the property of which the rental
24 unit is a part as required by section 1(a); and

25 (2) the names and addresses of all persons who are
26 authorized to manage the premises, to collect rent, and to
27 act on behalf of the owner for the purpose of service of
28 process and for the purpose of receiving notices and demands.

29 (b) In the case of an oral agreement, the landlord shall
30 disclose in writing at or before the commencement of the tenancy

1 the information required in subsection (a). The landlord shall
2 obtain a receipt from the tenant upon delivery of the
3 information required hereunder and failure to present said
4 receipt in any civil proceeding under this act shall be prima
5 facie proof of nondelivery of the information required.

6 (c) Any change in the information required by this section
7 shall be given to the tenant in writing within 30 days of the
8 change and this section extends to and is enforceable against
9 any successor landlord, owner, mortgagee in possession or
10 manager.

11 (d) The landlord shall obtain a receipt from the tenant upon
12 delivery of the information required by this section and failure
13 to present said receipt in any civil proceeding under this act
14 shall be prima facie proof of the nondelivery of the information
15 required. If the landlord fails to comply with any disclosure
16 requirement of this section, the landlord shall be estopped from
17 maintaining a possessory action for the period of nondisclosure
18 and shall be liable to the tenant for \$300 or actual damages,
19 whichever is greater, plus reasonable attorney's fees.

20 Section 10. Warranty of habitability.

21 (a) In every lease, whether written or oral, the landlord
22 shall be deemed to covenant as a matter of law to:

23 (1) deliver and thereafter maintain the premises, common
24 areas and facilities, to comply with any applicable code,
25 statute, ordinance or regulation governing their maintenance
26 or operation, use and security;

27 (2) make all repairs promptly in a workmanlike manner,
28 and do whatever is necessary to deliver and thereafter
29 maintain the premises, common areas and facilities in a fit
30 and habitable condition;

1 (3) keep all common areas of the premises in a clean and
2 safe condition;

3 (4) deliver the premises free from infestation by
4 insects, rodents, and other pests at the initiation of the
5 tenancy, and control infestation during the tenancy;

6 (5) maintain the roofs, windows, screens, doors, floors,
7 steps, porches, exterior and interior walls, foundations, and
8 all other structural components in good repair and capable of
9 resisting normal forces and loads;

10 (6) maintain in safe working order and condition all
11 electrical, plumbing, sanitary, heating, ventilating, air
12 conditioning and other facilities and appliances, including
13 elevators and security systems, supplied by him or within his
14 exclusive control;

15 (7) provide and maintain appropriate receptacles for the
16 removal of ashes, garbage, rubbish and other waste which may
17 be collected or deposited in the common areas of the dwelling
18 unit and arrange for their removal;

19 (8) supply running cold water and reasonable amounts of
20 running hot water at all times and reasonable heat except
21 where the dwelling unit is so constructed that heat or hot
22 water is generated by an installation within the exclusive
23 control of the tenant or supplied by a direct public utility
24 connection; and

25 (9) provide adequate locks and furnish keys to the
26 tenant.

27 If the duty imposed by paragraph (1) is lesser than any duty
28 imposed by any other clause of this subsection, the landlord's
29 duty shall be determined by reference to such other clause.

30 (b) Violation of the warranty of habitability may be used as

1 a defense to any action or counterclaim arising out of the
2 tenancy brought by the landlord or his agent against the tenant.

3 (c) Any attempted transfer to the tenant of the landlord's
4 obligation in this section, whether by contract or otherwise,
5 shall be presumed invalid as a contract of adhesion. The
6 presumption may be overcome if one of the parties proves that
7 the agreement was not a contract of adhesion, but was the result
8 of such bargaining that it reflects the deliberate desire of
9 both landlord and tenant. Any agreement between a landlord or
10 his agent and the tenant in which the tenant is to perform
11 specified repairs, maintenance tasks, alterations, remodeling or
12 any other obligation of the landlord in section 10, may be
13 enforceable but only if:

14 (1) The agreement is contained in a conspicuous writing
15 independent of the rental agreement.

16 (2) The transaction is entered into in good faith and
17 supported by adequate consideration, including but not
18 limited to a reduction in the rental charge appropriate to
19 the tenant's agreement to make repairs or perform specific
20 duties.

21 (3) With respect to multiple family dwellings, the
22 agreement does not diminish or affect the obligation of the
23 landlord to other tenants in the premises.

24 (4) The agreement further provides that the performance
25 by the tenant of any obligation hereunder shall not result in
26 the eviction of the tenant.

27 (5) Before the landlord and tenant enter into any
28 agreement under this section, the landlord must specify in
29 the agreement the amount the rent will be increased if any,
30 for the dwelling when the repairs are completed.

(d) In construing any agreement under subsection (c), the court shall consider all but not necessarily limited to the following factors in addition to the requirements of subsection (c):

(1) the relative economic power of the parties thereto;

(2) whether the bargaining history demonstrates that the tenant accepted the agreement freely and consciously;

(3) whether the agreement reflects a reasonable business purpose and does not impose unreasonable liabilities or duties on the tenant or landlord;

(4) the availability of alternative rental housing in the area;

(5) whether both parties were represented by counsel; and

(6) the present market competition among landlords in the area.

Section 11. Sale and management transfer.

(a) An owner or landlord who sells or otherwise conveys premises that contain a dwelling unit subject to a rental agreement in a good faith sale to a bona fide purchaser is relieved of liability under the rental agreement and this act as to events occurring after written notice to the tenant of the conveyance. However, he remains liable to the tenant for any property and money to which the tenant is entitled by law unless transferred to such bona fide purchaser with the written consent of the purchaser and the tenant.

(b) A rental agreement in effect at the time of sale or conveyance shall remain in effect and no provisions, terms or obligations contained therein shall be modified or changed, unless the modification or change is in a separate writing and

1 is entered into in good faith and supported by adequate
2 consideration.

3 Section 12. Access.

4 (a) The tenant shall not unreasonably withhold consent to
5 the landlord or his authorized agent to enter into the dwelling
6 unit in order to inspect the premises, make necessary or agreed
7 repairs, decorations, alterations or improvements, supply
8 necessary or agreed services, or exhibit the dwelling unit to
9 prospective or actual purchasers, mortgagees, tenants, workmen,
10 contractors, insurers or prospective insurers.

11 (b) The landlord or his authorized agent may enter the
12 residential dwelling unit without the consent of the tenant only
13 in case of emergency. If the landlord or his authorized agent
14 enters the residential dwelling unit in an emergency without the
15 consent of the tenant and when the tenant is not present, the
16 landlord shall notify the tenant in writing as soon as possible,
17 but in no event later than three days after entering the
18 dwelling unit. Notice shall include the date, time, name of any
19 person who has entered and the reason for such entrance.

20 (c) Except in case of emergency, the landlord shall give the
21 tenant at least three days' notice of his intent to enter and
22 may enter only at reasonable times agreed to by the landlord or
23 his agent and the tenant.

24 (d) The landlord has no right of access except as permitted
25 by this section or by court order.

26 (e) A court of competent jurisdiction may issue an
27 injunction and award damages for violation of this section.

28 Section 13. Noncompliance by the landlord in general.

29 (a) If there is a material noncompliance by the landlord or
30 his agent with the rental agreement or section 10, the tenant

1 may deliver a written notice to the landlord or his agent that
2 the rental agreement will terminate as provided in the notice
3 unless the breach is remedied within seven days or 48 hours in
4 the case of an emergency. In the event of an emergency, oral or
5 written notice to the landlord or his designated agent shall
6 constitute sufficient and proper notice. If the breach is
7 remedied by repairs prior to the date specified in the notice,
8 the rental agreement will not terminate.

9 (b) The tenant may not terminate for a condition caused by
10 the deliberate or negligent act or omission of the tenant or a
11 member of the tenant's family or of a guest of the tenant.

12 (c) The tenant may recover damages, injunctive relief, and
13 specific performance for any material noncompliance with the
14 rental agreement or this act.

15 (d) The remedy provided in subsection (c) is in addition to
16 any right of the tenant arising under this act.

17 (e) If the rental agreement is mutually or legally
18 terminated and the tenant surrenders possession of the premises,
19 the landlord shall return the security deposit and any other
20 moneys of the tenant held by the landlord which are recoverable
21 by the tenant under applicable law.

22 Section 14. Self-help for correction of defects.

23 (a) If the landlord fails to comply with the rental
24 agreement or section 10 and does not remedy the failure or
25 noncompliance, the tenant may notify the landlord in writing of
26 the objectionable condition and the intent to correct the
27 condition at the landlord's expense. If the landlord does not
28 remedy the failure or noncompliance himself or by a person
29 selected by him within 14 days after the notice, or within 48
30 hours after the notice in case of emergency, the tenant may:

(1) immediately do or have the necessary work done; and

(2) deduct from his rent any actual expenditures after submitting to the landlord an itemized statement or receipt for the materials and work done. Whenever the tenant performs the work under this section, the tenant shall be entitled to deduct the reasonable value of the labor as calculated at the prevailing wage rate in the area.

(b) In no event may a tenant repair at the landlord's expense when the condition complained of was caused by the deliberate or negligent act of the tenant, a member of the tenant's family or a guest of the tenant.

(c) Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other tenants sharing such facilities of his plans, and shall so arrange the work as to create the least practicable inconvenience to the other tenants.

Section 15. Extending rent withholding Statewide.

Whenever the Department of Licenses and Inspections of any city of the first class, or the Department of Public Safety of any city of the second class, second class A, or third class as the case may be, or any public health department of any such city, or the appropriate public authority of any borough, township or other competent jurisdiction, or any public health department of any county in which such municipality is located, certifies a dwelling unit as unfit for human habitation, the duty of any tenant of such dwelling unit to pay rent, and the right of the landlord to collect rent shall be suspended without affecting any other terms or conditions of the landlord-tenant relationship, until the dwelling is certified as fit for human habitation or until the tenancy is terminated for any reason

1 other than nonpayment of rent. During the period when the duty
2 to pay rent is suspended, and the tenant continues to occupy the
3 dwelling, the rent shall be deposited by the tenant in an escrow
4 account in a bank or trust company approved by the city,
5 municipality or county as the case may be and shall be paid to
6 the landlord when the dwelling unit is certified as fit for
7 human habitation at any time within six months from the date on
8 which the dwelling was certified as unfit for human habitation.
9 The tenant or his agent shall notify the landlord of whom the
10 escrow agent is. If, at the end of six months after the
11 certification of a dwelling as unfit for human habitation such
12 dwelling has not been certified as fit for human habitation, any
13 moneys deposited in escrow on account of continued occupancy
14 shall be payable to the depositor, except that any funds
15 deposited in escrow may be used for the purpose of making such
16 dwelling fit for human habitation and for the payment of utility
17 services for which the landlord is obligated but which he
18 refuses or is unable to pay. No tenant shall be evicted for any
19 reason whatsoever while rent is deposited in escrow.

20 Section 16. Tenant's remedy for landlord's unlawful ouster or
21 diminution of service.

22 (a) It shall be unlawful for the landlord or his agent to
23 remove or exclude from the premises the tenant thereof except
24 pursuant to the procedures specifically set forth in the act of
25 April 6, 1951 (P.L.69, No.20), known as "The Landlord and Tenant
26 Act of 1951."

27 (b) It shall be unlawful for the landlord or his agent to
28 diminish services to the tenant by interrupting or causing the
29 interruption of heat, running water, hot water, electric or
30 other essential services.

1 (c) If the landlord or his agent acts in violation of this
2 section, the tenant may recover possession or terminate the
3 rental agreement, and in either case, the tenant shall be
4 entitled to injunctive relief and:

5 (1) to recover an amount of three months' periodic rent
6 or actual damages, whichever is greater;

7 (2) to procure reasonable substitute housing during the
8 period of the landlord's noncompliance, during which time the
9 rent shall abate and the landlord shall be liable for any
10 additional expenses incurred by the tenant as actual damages;
11 and

12 (3) to recover court costs and reasonable attorney's
13 fees.

14 Section 17. Rules for termination of rental agreements.

15 (a) A landlord or his agent shall be prohibited from
16 terminating a rental agreement except as provided in this
17 section.

18 (b) A landlord may terminate a rental agreement only for
19 nonpayment of rent or material breach of the rental agreement.

20 (c) If the tenant breaches a material condition of the
21 rental agreement, the landlord may terminate the rental
22 agreement and seek to regain possession. Prior to the filing of
23 any civil proceeding to regain possession, the landlord shall
24 deliver to the tenant a written notice in substantially the
25 following form:

26 "(Name and address of tenant) (date)

27 You are hereby notified that you have failed
28 to perform according to the following provision
29 in the lease:

30 (specify provision of the lease allegedly breached)

1 Be informed that if you (continue violating)
2 (again violate) (fail to correct this
3 violation within 30 days), the landlord may
4 terminate the rental agreement and sue for
5 possession."

6 Execution of any writs issued pursuant to judgment for
7 possession or damages for breach of a term or condition of the
8 rental agreement shall be superseded and the said writs deemed
9 dissolved if prior to the execution thereof, the tenant cures
10 the breach and pays to the executing officer the landlord's
11 actual costs therefor.

12 (d) Whenever a landlord terminates a lease in accordance
13 with subsection (b), written notice shall be given according to
14 the following:

15 (1) A week-to-week tenancy may be terminated by the
16 landlord by a written notice to the tenant at least seven
17 days prior to the termination date specified in the notice.

18 (2) A tenancy longer than week-to-week and up to and
19 including a month-to-month may be terminated by the landlord
20 by a written notice given to the tenant at least 30 days
21 prior to the periodic rental date specified in the notice.

22 (3) A tenancy longer than month-to-month may be
23 terminated by the landlord by a written notice at least 30
24 days prior to the expiration of the term.

25 (e) If the tenant remains in possession without the
26 landlord's consent pursuant to subsection (d), the landlord may
27 bring an action for possession. The landlord may recover actual
28 damages sustained by him. If the landlord consents to the
29 tenant's continued occupancy, the rental agreement remains in
30 effect.

1 (f) Upon 30 days' written notice, the tenant may terminate a
2 tenancy whenever a change in location of the tenant's
3 employment, marital status, family composition, or the death or
4 serious illness of the tenant or a member of the tenant's
5 immediate family requires the tenant to change his residence.
6 The tenant shall be liable to the landlord for any loss incurred
7 by the landlord as a result of a termination pursuant to this
8 subsection. The landlord has the affirmative duty to mitigate
9 damages in favor of a tenant who has terminated pursuant to this
10 subsection but in no event shall he be entitled to more than
11 three months rent.

12 (g) Acceptance of rent, or any portion thereof, with
13 knowledge of a default by the tenant or acceptance of
14 performance by the tenant that varies from the terms of the
15 rental agreement constitutes a waiver of the landlord's right or
16 the tenant's right to terminate the rental agreement for that
17 breach, unless otherwise agreed in writing after the breach has
18 occurred.

19 Section 18. Retaliatory evictions prohibited.

20 (a) It shall be unlawful for any owner, landlord, or his
21 agent operating or managing the premises to terminate a lease
22 with a tenant, raise the rent, decrease services, or to make,
23 alter, amend or modify any term or condition of any existing
24 lease or arrangement of tenancy with a tenant, or to attempt or
25 threaten to do any of the above, partially or wholly, in
26 retaliation for the tenant's:

27 (1) making or filing a complaint or grievance or stating
28 the intent to make or file a complaint or grievance to any
29 authority charged with the responsibility to enforce
30 applicable standards, codes, regulations, ordinances or

1 statutes pertaining to the maintenance or management of the
2 dwelling unit;

3 (2) making any request of the owner, landlord, or his
4 agent operating or managing the premises pertaining to the
5 maintenance or management of the dwelling units, or
6 pertaining to a change of lease provisions;

7 (3) joining, promoting, participating in or representing
8 any lawful organization; or

9 (4) exercising any other legal right.

10 (b) It shall be unlawful for any owner, landlord, or his
11 agent operating or managing the premises to refuse to lease any
12 premises to a prospective tenant because he believes the
13 prospective tenant has exercised or will exercise any activity
14 or right described in subsection (a).

15 (c) In any civil proceeding involving this section in which
16 the notice of termination, increase in rent, decrease in
17 services, or alteration of a term or condition of the lease
18 occurs within one year after the tenant exercised any right or
19 activity described in subsection (a), or within one year of the
20 certification of any landlord violation of applicable standards,
21 codes, regulations, ordinances or statutes, whichever is the
22 latest, it shall be the burden of the owner, landlord, or his
23 agent operating or managing the premises to prove that the
24 notice was not given, partially or wholly, in retaliation for
25 the exercise by the tenant of any activity or right described in
26 subsection (a).

27 (d) Upon any finding that the owner, landlord, or his agent
28 has violated the provisions of this act, the court may grant
29 injunctive relief and award damages in the amount of three
30 months' periodic rent or actual damages, whichever is greater,

1 and further, if the tenant prevails, the tenant shall have a
2 defense to an action for possession or any other retaliatory act
3 by the owner, landlord, or his agent operating or managing the
4 premises.

5 (e) A rental agreement may be terminated if the violation of
6 applicable standards, codes, regulations, ordinances, or
7 statutes has been caused by the willful or malicious act of the
8 tenant or a member of the tenant's family.

9 (f) Notwithstanding anything in this section to the
10 contrary, a rental agreement may be terminated and the landlord
11 may sue for possession if the tenant fails, upon demand, to pay
12 rent, and the failure is willful and not subject to any right or
13 defense under this act.

14 Section 19. Discrimination by landlord prohibited.

15 (a) It shall be unlawful for any landlord to discriminate by
16 refusing to rent a dwelling to any other person because of race,
17 creed, sex, marital status, religion, political opinion or
18 affiliation, age, national origin, source of income or that the
19 prospective lessee has a child or children. It shall also be
20 unlawful to advertise, display a sign, placard, written or
21 printed notice, or by publication thereof in a newspaper or
22 general circulation any restriction or refusal to rent a
23 dwelling based on the factors listed in this section. To the
24 extent this section prohibits discrimination against a
25 prospective lessee with a child or children, this section shall
26 not apply to any State or Federally funded housing program
27 designed specifically for the elderly.

28 (b) In the event of discrimination under this section, the
29 tenant or prospective lessee may recover damages including, but
30 not limited to, reasonable expenditures necessary to obtain

1 adequate substitute housing plus reasonable attorney's fees.

2 Section 20. Additional provision to security deposit law -
3 accumulation of security deposit.

4 (a) At the beginning of a rental term, a landlord may not
5 require a tenant to pay any moneys other than the first periodic
6 rental payment and a security deposit, if any: Provided,
7 however, That where the amount of one month's periodic rent is
8 \$125 or less, and required security deposit is more than one
9 month's periodic rent, the tenant shall have the option to pay
10 that portion of the security deposit equal to one month's
11 periodic rent at the beginning of the rental term and the
12 remainder of such security deposit in equal installments during
13 the subsequent six months of the rental agreement. Nothing
14 contained herein however shall prohibit a tenant from electing
15 to complete payment of the entire security deposit before
16 expiration of the above mentioned six-month term.

17 (b) Interest on any security deposit required by a landlord
18 shall be payable to the tenant annually upon the anniversary
19 date of the commencement of the lease.

20 (c) The purchaser of any property subject to a rental
21 agreement on which a security deposit was paid shall be liable,
22 together with the seller, to the lessee for repayment of the
23 security deposit and payment of the interest thereon.

24 Section 21. Repeals.

25 The act of April 6, 1951 (P.L.69, No.20), known as "The
26 Landlord and Tenant Act of 1951," is repealed insofar as it is
27 inconsistent herewith.

28 The act of January 24, 1966 (1965 P.L.1534, No.536),
29 entitled, as amended, "An act providing for the suspension of
30 the duty to pay rent for dwellings certified to be unfit for

1 human habitation in cities and providing for the withholding and
2 disposition of shelter allowances," is repealed.
3 Section 22. Effective date.
4 This act shall take effect in 60 days.