

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL  
No. 600

Session of  
1975

INTRODUCED BY MESSRS. IRVIS, OLIVER, VANN, CAPUTO, BENNETT, MRS. KELLY, MESSRS. SCHWEDER, REED, ROMANELLI, MRS. FAWCETT, MESSRS. McCLATCHY, KNEPPER, MRKONIC, MISCEVICH, MRS. KERNICK, MRS. GILLETTE, MESSRS. COWELL, ITKIN, M. M. MULLEN, TRELLO, GEISLER, FLAHERTY, RHODES, BONETTO, ABRAHAM, HAMMOCK, COHEN AND M. E. MILLER, JR., FEBRUARY 26, 1975

SENATOR ARLENE, URBAN AFFAIRS AND HOUSING, IN SENATE, AS  
AMENDED, JUNE 14, 1976

AN ACT

1 ~~Relating to the rights, obligations, and liabilities of~~ <—  
2 ~~landlord, tenant, managing agent; and powers of local code~~  
3 ~~enforcement agencies in counties of the second class.~~  
4 RELATING TO THE RIGHTS, OBLIGATIONS AND LIABILITIES OF LANDLORD <—  
5 AND TENANT.

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

8 ~~ARTICLE I~~ <—

9 ~~General Provisions~~

10 ~~Section 101. Short Title. This act shall be known, and may~~  
11 ~~be cited, as the "Second Class County Residential Landlord and~~  
12 ~~Tenant Act."~~

13 ~~Section 102. Purposes; Rules of Construction. (a) This act~~  
14 ~~shall be liberally construed and applied to promote its~~  
15 ~~underlying purposes and policies.~~

16 ~~(b) The underlying purposes and policies of this act are:~~

~~(1) to simplify, clarify, modernize, and revise the law governing the rental of dwelling units and the rights, obligations and liabilities of landlord, tenant and managing agent; and to define powers of local code enforcement agencies; and~~

~~(2) to encourage landlord and tenant to maintain and improve the quality of housing.~~

~~Section 103. Supplementary Principles of Law Applicable. Unless displaced by the provisions of this act, the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, principal and agent, real property, public health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause supplement its provisions.~~

~~Section 104. Construction Against Implicit Repeal. This act, being a general act intended as a unified coverage of its subject matter, no part of it is to be construed as implicitly repealed by subsequent legislation if that construction can reasonably be avoided.~~

~~Section 105. Administration of Remedies; Enforcement. (a) The remedies provided by this act shall be so administered that the aggrieved party may recover appropriate damages. The aggrieved party has a duty to mitigate damages.~~

~~(b) Any right or obligation declared by this act is enforceable by action unless the provision declaring it specifies a different and limited effect.~~

~~Section 106. Settlement of Disputed Claim or Right. A claim or right arising under this act or on a rental agreement, if disputed in good faith, may be settled by agreement between the~~

1 ~~parties.~~

2 ~~Section 107. Territorial Application. This act applies to,~~  
3 ~~regulates, and determines rights, obligations, and remedies~~  
4 ~~under a rental agreement, wherever made, for a dwelling unit~~  
5 ~~located within any second class county in the Commonwealth of~~  
6 ~~Pennsylvania. Nothing in this act shall be construed to apply to~~  
7 ~~nonresidential property.~~

8 ~~Section 108. Exclusions from Application of Act. Unless~~  
9 ~~created to avoid the application of this act, the following~~  
10 ~~arrangements are not governed by this act:~~

11 ~~(1) Residence at a regulated institution, public or private,~~  
12 ~~if incidental to detention or the provision of medical,~~  
13 ~~geriatric, educational, counseling, religious, or similar~~  
14 ~~service.~~

15 ~~(2) Occupancy under a bona fide contract of sale of a~~  
16 ~~dwelling unit or the property of which it is a part, in~~  
17 ~~accordance with the act of June 8, 1965 (P.L.115, No.81), known~~  
18 ~~as the "Installment Land Contract Law," if the occupant is the~~  
19 ~~purchaser or a person who succeeds to his interest.~~

20 ~~(3) Occupancy by a member of a fraternal or social~~  
21 ~~organization in the portion of a structure operated for the~~  
22 ~~benefit of the organization.~~

23 ~~(4) Transient occupancy in a hotel, motel, or other similar~~  
24 ~~lodging.~~

25 ~~(5) Occupancy by an employee of a landlord whose right to~~  
26 ~~occupancy is conditional upon employment in and about the~~  
27 ~~premises.~~

28 ~~(6) Occupancy by an owner of a condominium unit or a holder~~  
29 ~~of a proprietary lease in a cooperative.~~

30 ~~Section 109. Jurisdiction and Service of Process. If a~~

1 ~~landlord is not a resident of this Commonwealth or is a~~  
2 ~~corporation not authorized to do business in this Commonwealth~~  
3 ~~and engages in any conduct in this Commonwealth governed by this~~  
4 ~~act, or engages in a transaction subject to this act, he shall~~  
5 ~~designate an agent pursuant to section 402(a) upon whom service~~  
6 ~~of process may be made in this Commonwealth. The agent shall be~~  
7 ~~a resident of this Commonwealth residing within the said second~~  
8 ~~class county or a corporation operating within the said second~~  
9 ~~class county authorized to do business in this Commonwealth. The~~  
10 ~~designation shall be in writing and filed with the Secretary of~~  
11 ~~the Commonwealth. The registration and designation of out of~~  
12 ~~Commonwealth landlords shall be a matter of public record. If no~~  
13 ~~designation is made and filed, or if process cannot be served in~~  
14 ~~this Commonwealth upon the designated agent, process may be~~  
15 ~~served upon the Secretary of the Commonwealth, but service upon~~  
16 ~~him is not effective unless the plaintiff or petitioner~~  
17 ~~forthwith mails a copy of the process or pleading by registered~~  
18 ~~or certified mail to the defendant or respondent at his last~~  
19 ~~reasonably ascertainable address. An affidavit of compliance~~  
20 ~~with this section shall be filed with the clerk of the court on~~  
21 ~~or before the return day of the process, if any, or within any~~  
22 ~~further time the court allows.~~

## 23 ~~ARTICLE II~~

### 24 ~~General Definitions and Principles~~

#### 25 ~~of Interpretation; Notice~~

26 ~~Section 201. General Definitions. The following words and~~  
27 ~~phrases, when used in this act, shall have, unless the context~~  
28 ~~clearly indicates otherwise, the meanings given to them in this~~  
29 ~~section:~~

30 ~~"Action." Includes recoupment, counterclaim, setoff, suit in~~

~~equity, and any other proceeding in which rights are determined,  
including an action for possession.~~

~~"Building and housing codes." Include any law, ordinance, or  
governmental regulation concerning fitness for habitation, or  
the construction, maintenance, operation, occupancy, use or  
appearance of any premises.~~

~~"Dwelling unit." A structure or the part of a structure that  
is used as a home, residence, or sleeping place by one person  
who maintains a household or by two or more persons who maintain  
a common household.~~

~~"Emergency." An "emergency" constitutes any immediate threat  
to the health and safety of a dwelling's occupants or immediate  
threat to the structural safety of the dwelling. No state of  
"emergency" is present without the existence of a compelling  
reason for a landlord's or his authorized agent's immediate  
entrance into a dwelling without the provision of proper notice.~~

~~"Good faith." Honesty in fact in the conduct of the  
transaction concerned.~~

~~"Landlord." The owner, lessor, or sublessor of the dwelling  
unit or the building of which it is a part, and it also means a  
manager of the premises who fails to disclose as required by  
section 402.~~

~~"Local Code Enforcement Agency." Any county or municipal  
government or agency empowered to enforce a housing code,  
building code, fire prevention code, plumbing code, or  
electrical code in any second class county.~~

~~"Organization." Includes corporation, government,  
governmental subdivision or agency, business trust, estate,  
trust, partnership or association, two or more persons who have  
a joint or common interest, and any other legal or commercial~~

1 entity.

2 ~~"Owner." One or more persons, jointly or severally, in whom~~  
3 ~~is vested (i) all or part of the legal title to property; or~~  
4 ~~(ii) all or part of the beneficial ownership and a right to the~~  
5 ~~present use and enjoyment of the premises; and the term includes~~  
6 ~~a mortgagee in possession.~~

7 ~~"Periodic rent." The basic charge for the residential~~  
8 ~~dwelling unit, paid in equal installments at regular periods of~~  
9 ~~time.~~

10 ~~"Person." Includes an individual or organization.~~

11 ~~"Premises." A dwelling unit and the structure of which it is~~  
12 ~~a part, and facilities therein, and appurtenances thereto, and~~  
13 ~~grounds, areas, and facilities held out for the use of the~~  
14 ~~tenants generally or whose use is promised to the tenant.~~

15 ~~"Rent." All payments to be made to or for the benefit of the~~  
16 ~~landlord under the rental agreement.~~

17 ~~"Rental agreement." All agreements, written or oral, and~~  
18 ~~valid rules and regulations adopted under section 502, which~~  
19 ~~establish or modify the conditions and terms concerning the use~~  
20 ~~and occupancy of a dwelling unit and premises.~~

21 ~~"Single family residence." A structure maintained and used~~  
22 ~~as a single residential dwelling unit. Notwithstanding that a~~  
23 ~~residential dwelling unit shares one or more walls with another~~  
24 ~~dwelling unit, it is a single family residence if it has direct~~  
25 ~~access to a street or thoroughfare and shares neither heating~~  
26 ~~facilities nor hot water equipment.~~

27 ~~"Tenant." A person entitled under a rental agreement to~~  
28 ~~occupy a dwelling unit to the exclusion of others.~~

29 ~~Section 202. Obligation of Good Faith. Every duty under~~  
30 ~~this act and every act which must be performed as a condition~~

~~precedent to the exercise of a right or remedy under this act  
imposes an obligation of good faith in its performance or  
enforcement.~~

~~Section 203. Unconscionability. (a) If the court, as a  
matter of law, finds:~~

~~(1) a rental agreement or any provision thereof was  
unconscionable when made, the court may enforce the remainder of  
the agreement without the unconscionable provision, or limit the  
application of any unconscionable provision to avoid an  
unconscionable result or where the unconscionability goes to the  
essence of the rental agreement, refuse to enforce the entire  
agreement; or~~

~~(2) a settlement in which a party waives or agrees to forego  
a claim or right under this act or under a rental agreement was  
unconscionable at the time it was made, the court may refuse to  
enforce the settlement, enforce the remainder of the settlement  
without the unconscionable provision, or limit the application  
of any unconscionable provision to avoid an unconscionable  
result.~~

~~(b) If unconscionability is put into issue by a party or by  
the court upon its own motion, the parties shall be afforded a  
reasonable opportunity to present evidence as to the setting,  
purpose, and effect of the rental agreement or settlement to aid  
the court in making the determination.~~

~~Section 204. Notice. A person has notice of a fact if (i)  
he has actual knowledge of it; or (ii) he has received a notice  
or notification of it.~~

~~A person "knows" or "has knowledge" of a fact if he has  
actual knowledge of it.~~

~~A person "receives" a notice or notification when (i) it~~

1 comes to his attention; or (ii) in the case of the landlord, it  
2 is delivered at the place of business of the landlord or his  
3 agent or at the place where rent is customarily paid, or mailed  
4 by registered or certified mail to such place; or (iii) in the  
5 case of the tenant, it is delivered in hand to the tenant, OR AN <—  
6 ADULT MEMBER OF THE HOUSEHOLD or mailed by registered or  
7 certified mail to him at the place of residence or, in the  
8 absence of such designation, to his last known place of  
9 residence. In the event that registered or certified mail is  
10 used to give notice and is returned as "unclaimed" or "refused,"  
11 notice shall then be sent by regular mail.

### 12 ARTICLE III

#### 13 General Provisions of Rental Agreements

14 Section 301. Terms and Conditions of Rental Agreement. (a)  
15 The landlord and tenant may include in a rental agreement, terms  
16 and conditions not prohibited by this act or other rule of law,  
17 including rent, term of the agreement, and other provisions  
18 governing the rights and obligations of the parties, such as  
19 allocation of responsibility for the payment of utility costs.

20 (b) In the absence of agreement, the tenant shall pay as  
21 rent the fair rental value for the use and occupancy of the  
22 dwelling unit, and the tenancy shall be governed by the  
23 provisions of this act.

24 (c) Periodic rent shall be payable without demand or notice  
25 at the time and place agreed upon by the parties. Unless  
26 otherwise agreed, periodic rent is payable at the dwelling unit  
27 and is payable at the beginning of any term of one month or less  
28 and otherwise in equal monthly installments at the beginning of  
29 each month. Unless otherwise agreed, periodic rent shall be  
30 uniformly apportionable from day to day.



~~(d) Unless the rental agreement fixes a definite term, the tenancy shall be week to week in the case of a tenant who pays weekly rent, and in all other cases, month to month.~~

~~(e) Where rent is paid by other than personal check, the landlord shall, upon request of the tenant, issue a receipt to the tenant for rent and any other moneys received by the landlord from the tenant.~~

~~Section 302. Prohibited Provisions in Rental Agreements.~~

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

~~(1) agrees to waive or to forego rights or remedies under this act;~~

~~(2) authorizes any person to confess judgment for possession and/or monetary damages on a claim arising out of the rental agreement or under this act;~~

~~(3) agrees to pay the landlord's attorney fees;~~

~~(4) agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith; or~~

~~(5) agrees to waive the Debtors Exemption provided by act of April 9, 1849 (P.L.533, No.356).~~

~~(b) A provision prohibited by subsection (a) above, which is included in a rental agreement, is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by him to be prohibited, the tenant may recover an amount not more than three months rent.~~

~~Section 303. Separation of Rents and Obligations to Maintain Property Forbidden. A rental agreement may not permit the receipt of rent free of the obligation to comply with section 403.~~

~~Section 304. Landlord Liens; Distress for Rent. (a) A lien~~

~~or security interest on behalf of the landlord in the tenant's household goods is unenforceable, except when the lien is obtained pursuant to judgment and execution.~~

~~(b) Distraint for rent is abolished.~~

~~Section 305. Recovery of Possession Limited. A landlord may not recover or take possession of the dwelling unit by action or otherwise, including wilfull diminution of services to the tenant by interrupting or causing the interruption of electric, gas, water, or other essential service to the tenant, except in cases of surrender, or as permitted in this act.~~

~~Section 306. Waiver of Subrogation Clause. Neither the landlord nor the tenant shall be liable to each other respectively nor to any insurer or other party claiming by way of subrogation through or under either one with respect to any loss, damage, injury, or death to the extent that either of them shall be reimbursed or has the right to be reimbursed out of insurance carried by the landlord or the tenant, as the case may be, with respect to such loss, damage, injury, or death.~~

#### ~~ARTICLE IV~~

##### ~~Landlord Obligations~~

~~Section 401. Landlord to Supply Possession of Dwelling Unit. At the commencement of the term, the landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and section 403.~~

~~Section 402. Disclosure. (a) The landlord or any person authorized to enter into a rental agreement on his behalf shall disclose in the written rental agreement or otherwise to the tenant in writing at or before the commencement of the tenancy the name and address of:~~

~~(1) the person authorized to manage the premises; and~~

~~(2) an owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.~~

~~(b) The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner, or manager.~~

~~(c) A person who fails to comply with subsection (a) becomes an agent of each person who is a landlord for the purpose of:~~

~~(1) service of process and receiving and receipting for notices and demands; and~~

~~(2) performing the obligations of the landlord under this act and under the rental agreement and expending or making available for these purposes all rent collected from the premises.~~

~~Section 403. Landlord to Maintain Fit Premises.—(a) The landlord shall, with reasonable promptness:~~

~~(1) comply with the requirements of applicable building, fire prevention, and housing codes materially affecting health, safety, and security;~~

~~(2) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;~~

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

~~(4) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators and security systems, supplied or required to be supplied by him by law or the rental agreement.~~

~~Section 404. Sale, Transfer, Assignment of Property;~~

1 ~~Transfer of Security Deposits.—(a) Upon termination of the~~  
2 ~~landlord's interest in the residential dwelling unit whether by~~  
3 ~~sale, assignment, appointment of receiver, or otherwise, the~~  
4 ~~landlord shall, within 30 days after conveyance, transfer the~~  
5 ~~security deposits and interest thereto, as provided by law,~~  
6 ~~remaining after any lawful deductions to the landlord's~~  
7 ~~successor in interest, and shall, within 30 days after~~  
8 ~~conveyance, notify the tenants by certified or registered mail~~  
9 ~~of such transfer, the amount transferred, and of the~~  
10 ~~transferee's name and address, or obtained from the tenant a~~  
11 ~~writing indicating that the tenant received notice of such~~  
12 ~~transfer.~~

13 ~~(b) Compliance by the landlord with subsection (a) of this~~  
14 ~~section shall relieve the landlord of further liability with~~  
15 ~~respect to security deposits and interest thereto upon written~~  
16 ~~acknowledgment by the transferee of the receipt of such security~~  
17 ~~deposits.~~

18 ~~(c) Any rental agreement shall be binding on the successors~~  
19 ~~and assigns of the parties thereto, and no provisions, terms, or~~  
20 ~~obligations therein contained shall be affected, modified or~~  
21 ~~changed in any respect whatsoever by any sale, transfer, or~~  
22 ~~assignment of any party thereto or affected, modified, or~~  
23 ~~changed in any respect whatsoever by a change of any kind in the~~  
24 ~~legal status, ownership, or management of either party thereto.~~  
25 ~~Provided, however, That the rental agreement may be terminated~~  
26 ~~upon at least 90 days written notice by the landlord in the~~  
27 ~~event of a bona fide or judicial sale of the premises, if the~~  
28 ~~lease agreement provides therefor. Any clause providing for~~  
29 ~~termination of the lease in the event of a sale, shall appear~~  
30 ~~with not less than eight point type in boldface capital letters.~~



1 ~~facilities and appliances including elevators and security~~  
2 ~~systems in the premises;~~

3 ~~(5) not deliberately or negligently destroy, deface, damage,~~  
4 ~~or remove any part of the premises, or knowingly permit any~~  
5 ~~person to do so;~~

6 ~~(6) conduct himself and require other persons on the~~  
7 ~~premises with his consent to conduct themselves in a reasonable~~  
8 ~~manner which will not unduly disturb his neighbors peaceful~~  
9 ~~enjoyment of the premises;~~

10 ~~(7) take steps reasonably calculated to notify the landlord~~  
11 ~~of any emergency maintenance problems as soon as possible; and~~

12 ~~(8) peaceably surrender possession of the premises at the~~  
13 ~~end of the term of the rental agreement.~~

14 ~~Section 502. Rules and Regulations. A landlord, from time~~  
15 ~~to time, may adopt any rule or regulation, however described,~~  
16 ~~concerning the tenant's use and occupancy of the premises. Such~~  
17 ~~rule or regulation is enforceable against the tenant only if:~~

18 ~~(1) its purpose is to promote the convenience, safety, or~~  
19 ~~welfare of the tenants in the premises, preserve the landlord's~~  
20 ~~property from abusive use, or make a fair distribution of~~  
21 ~~services and facilities held out for the tenants generally;~~

22 ~~(2) it is reasonably related to the purpose for which it is~~  
23 ~~adopted;~~

24 ~~(3) it applies to all tenants in the premises in a fair~~  
25 ~~manner;~~

26 ~~(4) it is sufficiently explicit in its prohibition,~~  
27 ~~direction, or limitation of the tenant's conduct to fairly~~  
28 ~~inform him of what he must or must not do to comply;~~

29 ~~(5) it is not for the purpose of evading the obligations of~~  
30 ~~the landlord; and~~

~~(6) the tenant has notice of it at the time he enters into the rental agreement; however, a rule or regulation adopted after the tenant enters into the rental agreement is enforceable against the tenant if 30 days notice of its adoption is given to the tenant and it does not work a substantial hardship upon the tenant.~~

~~Section 503. Access. (a) The tenant shall not unreasonably withhold consent to the landlord or his authorized agent to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, contractors, insurers, or prospective insurers.~~

~~(b) The landlord or his authorized agent may enter the residential dwelling unit without the consent of the tenant in case of emergency.~~

~~(c) The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency, or if it is impracticable to do so, the landlord shall give the tenant at least 24 hours notice of his intent to enter and may enter only at reasonable times.~~

~~(d) The landlord has no other right of access except by court order or as permitted by this section, or if the tenant has abandoned or surrendered the premises.~~

~~Section 504. Tenant to Use and Occupy. Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a dwelling unit.~~

#### ~~ARTICLE VI~~

#### ~~Tenant Remedies~~

1       ~~Section 601. Noncompliance by the Landlord in General. (a)~~  
2       ~~Except as provided in this act, if there is a material~~  
3       ~~noncompliance by the landlord with the rental agreement or a~~  
4       ~~noncompliance with section 403 materially affecting health,~~  
5       ~~safety, or security, the tenant may deliver a written notice to~~  
6       ~~the landlord specifying the acts and omissions constituting the~~  
7       ~~breach and that the rental agreement will terminate upon a date~~  
8       ~~not less than 30 days after receipt of the notice if the breach~~  
9       ~~is not remedied in 14 days, and the rental agreement shall~~  
10       ~~terminate and the tenant shall surrender possession as provided~~  
11       ~~in the notice subject to the following: If the breach is~~  
12       ~~remediable by repairs or the payment of damages or otherwise and~~  
13       ~~the landlord adequately remedies the breach prior to the date~~  
14       ~~specified in the notice, the rental agreement will not~~  
15       ~~terminate. In the absence of a showing of due care by the~~  
16       ~~landlord, if substantially the same act or omission which~~  
17       ~~constituted a prior noncompliance of which notice was given~~  
18       ~~recurs within six months, the tenant may terminate the rental~~  
19       ~~agreement and the tenant shall surrender possession of the~~  
20       ~~premises upon at least 14 days written notice specifying the~~  
21       ~~breach and the date of termination of the rental agreement. The~~  
22       ~~tenant may not terminate for a condition caused by the~~  
23       ~~deliberate or negligent act or omission of the tenant, a member~~  
24       ~~of his family, or other person on the premises with his consent.~~  
25       ~~(b) Except as provided in this act, the tenant may obtain~~  
26       ~~injunctive relief for any material noncompliance by the landlord~~  
27       ~~with the rental agreement or section 403, as well as damages for~~  
28       ~~any noncompliance thereof.~~  
29       ~~(c) The remedy provided in subsection (b) is in addition to~~  
30       ~~any right of the tenant arising under subsection (a).~~



~~(d) If the rental agreement is mutually or legally terminated and the tenant surrenders possession of the premises, the landlord shall return all of the security deposit or part thereof recoverable by the tenant under applicable law.~~

~~Section 602. Failure to Deliver Possession. If the landlord fails to deliver possession of the dwelling unit to the tenant as provided in section 401, rent abates until possession is delivered and the tenant may:~~

~~(1) upon at least five days written notice to the landlord terminate the rental agreement and upon termination, the landlord shall return all prepaid rent and security; or~~

~~(2) demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against any person wrongfully in possession and recover damages sustained by him.~~

~~Section 603. Self Help for Minor Defects. (a)(1) If the landlord fails to comply with section 403 of this act, the tenant may notify the appropriate local code enforcement agency and request an inspection of his dwelling unit and premises.~~

~~(2) If the local code enforcement agency finds that there are conditions at the premises that are in violation of building and housing codes and are the responsibility of the landlord for their correction, the local enforcement agency shall give notice to the landlord to correct the conditions.~~

~~(3) The local code enforcement agency shall provide the tenant with a list of such violations found at the dwelling in which he or she resides.~~

~~(4) If the local code enforcement agency is unable to serve notice of the violations upon the landlord or if the landlord has not commenced, in good faith, the correction of the cited~~

~~violations within 15 days from the receipt of the violation notice, or if, at any time thereafter, the landlord does not continue to make a good faith effort to correct the cited violations, the local code enforcement agency may give notice to the tenant authorizing the tenant to proceed under subsection (b).~~

~~(b) If the tenant has received authorization to proceed under this section by the local code enforcement agency, he or she may do the following:~~

~~(1) The tenant shall submit to the landlord and the local code enforcement agency that authorized the tenant to proceed under this section, a written estimate listing the repair work to be completed and its cost. The estimate shall not include any costs for repairs which are not listed as required by the local code enforcement agency pursuant to section 603(a)(3) or (4). If the tenant will be making the repairs himself, the tenant may include in the estimate labor costs of up to but not more than the prevailing Federal Minimum Hourly Wage Rate.~~

~~Included with the estimate, the tenant must submit to the landlord and the local code enforcement agency, a statement that he or she intends to correct the cited violations at the expense of the landlord by deducting the cost of the repairs from the rental payments.~~

~~(2) If the cost of the repairs do not exceed the total of two months periodic rent or \$300, whichever is greater and the landlord has not made a good faith effort to correct the cited violations, the local code enforcement agency that authorized the tenant to proceed under this section shall, within ten days from the date of the receipt of the estimate submitted by the tenant, notify the tenant and the landlord that the tenant is~~

~~authorized or is not authorized to make the repairs at the expense of the landlord by deducting the cost of the repairs from the rental payments. Authorization shall be granted whenever the estimate submitted by the tenant lists only repair work covering violations found at the dwelling.~~

~~(3) If the local code enforcement agency notifies the tenant that he is not authorized to make the repairs at the expense of the landlord by deducting the cost of the repairs from the rental payments, the tenant may submit a revised estimate listing the repair work to be completed, its cost, and a statement that he or she intends to correct the cited violations at the expense of the landlord by deducting the cost of the repairs from the rental payments.~~

~~(4) If the tenant receives authorization to make repairs pursuant to section 603(b)(2), then the violations listed by the local code enforcement agency may be corrected by the tenant or by a contractor or repairman hired by the tenant.~~

~~(5) After the repairs have been completed by the tenant and the violations have been certified as abated by the local code enforcement agency, the tenant shall deduct from his rent the cost of the repairs, including labor costs, provided that the tenant shall not deduct more than the total of two months periodic rent or \$300, whichever is greater.~~

~~(6) The tenant shall submit to the landlord a copy of the receipts for the cost of the repairs made in lieu of payment for rent when the next rental payment is due.~~

~~(c) The tenant shall not be permitted to use the provisions of this section if the tenant has not commenced, in good faith, the correction of the cited violations within 30 days from the receipt of authorization to make repairs pursuant to section~~

1 ~~603(b)(2).~~

2 ~~(d) The total cost of repairs made pursuant to this section~~  
3 ~~in lieu of payment for rent during each six month period shall~~  
4 ~~not exceed an amount equal to two months periodic rent or \$300,~~  
5 ~~whichever is greater.~~

6 ~~(e) In no event may a tenant repair a dwelling at the~~  
7 ~~expense of the landlord in lieu of payment for rent when the~~  
8 ~~condition complained of was caused by the deliberate or~~  
9 ~~negligent act of the tenant, a member of the tenant's family, or~~  
10 ~~other person on the premises with the tenant's consent.~~

11 ~~(f) The tenant shall not be permitted to proceed under this~~  
12 ~~section if the tenant has, within the previous 12 months, paid~~  
13 ~~rent into an escrow account pursuant to section 605 of this act~~  
14 ~~while living in the same dwelling unit.~~

15 ~~(g) This section shall not be construed as limiting the~~  
16 ~~tenant's right to terminate the rental agreement as provided in~~  
17 ~~section 601 of this act, nor shall anything in this section be~~  
18 ~~construed to impose upon the tenant any additional duties or~~  
19 ~~obligations to repair the subject dwelling other than those~~  
20 ~~contained in Article V of this act.~~

21 ~~(h) This section shall not be construed at any time as~~  
22 ~~limiting the obligations of the landlord to maintain the~~  
23 ~~dwelling in compliance with the laws, ordinances, or rules and~~  
24 ~~regulations of the Commonwealth of Pennsylvania, second class~~  
25 ~~county or municipality in which the dwelling is located, or with~~  
26 ~~section 403 of this act.~~

27 ~~(i) If the local code enforcement agency gives authorization~~  
28 ~~to the tenant to make repairs pursuant to this section, the~~  
29 ~~authorization shall be construed only as a notice that the terms~~  
30 ~~of section 603(b)(2) have been fulfilled and the local code~~

~~enforcement agency, the second class county, or municipality shall not be liable for damages to any person which may result from the tenant's bad faith submission of the estimate, errors in the estimate, or the quality of the repairs made to the subject premises.~~

~~(j) The provisions of the act of August 24, 1963 (P.L.1175, No.497), known as the "Mechanics Lien Law of 1963," shall not be applicable to repairs made by the tenant pursuant to this section and no lien shall be imposed upon the real property contained in the rental unit.~~

~~Section 604. Self Help for Defects; Emergency. (a)(1) If the landlord fails to comply with section 403, the tenant may notify the appropriate local code enforcement agency and request an inspection of his dwelling unit or premises.~~

~~(2) If the local code enforcement agency finds that there are conditions at the premises that are of imminent danger to the health or safety of the tenants of the dwelling which are the responsibility of the landlord, the local code enforcement agency shall give notice to the landlord to correct the conditions within not less than 48 hours from the receipt of the notice.~~

~~(3) The local code enforcement agency shall provide the tenant with a list of violations constituting an imminent danger to the health or safety of the tenant. The local code enforcement agency shall also give notice to the tenant authorizing the tenant to proceed under subsection (b).~~

~~(b) If the tenant has received authorization to proceed under this section by the local code enforcement agency, he or she may do the following:~~

~~(1) The tenant shall submit to the landlord and the local~~

~~code enforcement agency that authorized the tenant to proceed under this section an estimate listing the emergency repair work to be completed and its cost. The estimate shall not include any costs for repairs which are not listed as required as emergency repairs by the local code enforcement agency. If the tenant will be making the repairs himself, the tenant may include in the estimate labor costs of up to but not more than the prevailing Federal Minimum Hourly Wage Rate.~~

~~Included with the estimate, the tenant must submit to the landlord and the local code enforcement agency a statement that he or she intends to correct the cited emergency violations at the expense of the landlord by deducting the cost of the repairs from the rental payments.~~

~~(2) If the cost of the emergency repairs does not exceed the total of two months periodic rent or \$300, whichever is greater and the landlord has not made a good faith effort to correct the cited emergency violations within the time period prescribed by the local code enforcement agency, the local code enforcement agency that authorized the tenant to proceed under this section shall notify the tenant and the landlord that the tenant is authorized or is not authorized to make the repairs at the expense of the landlord by deducting the cost of the repairs from the rental payments.~~

~~(3) If the local code enforcement agency notifies the tenant that he is not authorized to make the repairs at the expense of the landlord by deducting the cost of the repairs from the rental payments, the tenant may submit a revised estimate listing the emergency repair work to be completed, its cost, and a statement that he or she intends to correct the violations at the expense of the landlord by deducting the cost of the repairs~~

1 ~~from the rental payments.~~

2 ~~(4) After the tenant receives authorization to make repairs~~  
3 ~~pursuant to section 604(b)(2), then the violations listed by the~~  
4 ~~local code enforcement agency may be corrected by the tenant or~~  
5 ~~by a contractor or repairman hired by the tenant.~~

6 ~~(5) After the repairs have been completed by the tenant and~~  
7 ~~the violations have been certified as abated by the local code~~  
8 ~~enforcement agency, the tenant shall deduct from his rent the~~  
9 ~~cost of the repairs, including labor costs, provided that the~~  
10 ~~tenant shall not deduct more than the total of two months~~  
11 ~~periodic rent or \$300, whichever is greater.~~

12 ~~(6) The tenant shall submit to the landlord a copy of the~~  
13 ~~receipts for the cost of the repairs made in lieu of payment for~~  
14 ~~rent when the next rental payment is due.~~

15 ~~(c) The tenant shall not be permitted to use the provisions~~  
16 ~~of this section if the tenant has not commenced, in good faith,~~  
17 ~~the correction of the cited violations within 30 days from the~~  
18 ~~receipt of authorization to make repairs pursuant to section~~  
19 ~~604(b)(2).~~

20 ~~(d) The total cost of repairs made pursuant to this section~~  
21 ~~in lieu of payment for rent during each six month period shall~~  
22 ~~not exceed an amount equal to two months periodic rent or \$300,~~  
23 ~~whichever is greater.~~

24 ~~(e) In no event may a tenant repair a dwelling at the~~  
25 ~~expense of the landlord in lieu of payment for rent when the~~  
26 ~~condition complained of was caused by the deliberate or~~  
27 ~~negligent act of the tenant, a member of the tenant's family, or~~  
28 ~~other person on the premises with the tenant's consent.~~

29 ~~(f) This section shall not be construed as limiting the~~  
30 ~~tenant's right to terminate the rental agreement as provided in~~

~~section 601 of this act, nor shall anything in this section be construed to impose upon the tenant any additional duties or obligations to repair the subject dwelling other than those contained in Article V.~~

~~(g) This section shall not be construed at any time as limiting the obligations of the landlord to maintain the dwelling in compliance with the laws, ordinances, or rules and regulations of the Commonwealth of Pennsylvania, the second class county or municipality in which the dwelling is located, or with section 403.~~

~~(h) If the local code enforcement agency gives authorization to the tenant to make repairs pursuant to this section, the authorization shall be construed only as a notice that the terms of section 604(b)(2) have been fulfilled and the local code enforcement agency, the second class county, or municipality shall not be liable for damages to any person which may result from the tenant's bad faith submission of the estimate, errors in the estimate, or for the quality of the repairs made to the subject premises.~~

~~(i) The provisions of the act of August 24, 1963 (P.L.1175, No.497), known as the "Mechanics Lien Law of 1963," shall not be applicable to repairs made by the tenant pursuant to this section.~~

~~Section 605. Rent Withholding. Notwithstanding any other provision of law, or of any agreement, whether oral or in writing, whenever the Department of Public Safety, Public Health Department, Department of Building Inspection, or similar entity of any county of the second class or any municipality situated therein, certifies a dwelling as unfit for human habitation, the duty of any tenant of such dwelling to pay, and the right of the~~



1 ~~landlord to collect rent shall be suspended without affecting~~  
2 ~~any other terms or conditions of the landlord tenant~~  
3 ~~relationship, until the dwelling is certified as fit for human~~  
4 ~~habitation or until the tenancy is terminated for any reason~~  
5 ~~other than nonpayment of rent. During any period when the duty~~  
6 ~~to pay rent is suspended, and the tenant continues to occupy the~~  
7 ~~dwelling, the rent withheld shall be deposited by the tenant in~~  
8 ~~an escrow account in a bank or trust company approved by the~~  
9 ~~municipality or county as the case may be and shall be paid to~~  
10 ~~the landlord when the dwelling is certified as fit for human~~  
11 ~~habitation at any time within six months from the date on which~~  
12 ~~the dwelling was certified as unfit for human habitation. If, at~~  
13 ~~the end of six months after the certification of a dwelling as~~  
14 ~~unfit for human habitation, such dwelling has not been certified~~  
15 ~~as fit for human habitation, any moneys deposited in escrow on~~  
16 ~~account of continued occupancy shall be payable to the~~  
17 ~~depositor, except that any funds deposited in escrow may be used~~  
18 ~~for the purpose of making such dwelling fit for human habitation~~  
19 ~~and for the payment of utility services for which the landlord~~  
20 ~~is obligated but which he refuses or is unable to pay. No tenant~~  
21 ~~shall be evicted for any reason whatsoever while rent is~~  
22 ~~deposited in escrow.~~

23 ~~Section 606. Deliberate or Negligent Failure to Supply Heat,~~  
24 ~~Water, Hot Water, or Essential Services. (a) If contrary to the~~  
25 ~~rental agreement or section 403, or under applicable building or~~  
26 ~~housing codes, the landlord deliberately or negligently fails to~~  
27 ~~supply running water, hot water, heat, electricity, or other~~  
28 ~~essential services, the tenant or an appropriate local code~~  
29 ~~enforcement agency may immediately bring an action in equity in~~  
30 ~~the court of common pleas to secure the immediate restoration of~~

~~such services. Said equity action shall proceed ex parte if reasonable efforts to notify the landlord have been made. Said court shall give immediate attention to this action. If said court finds that said services were terminated deliberately by the landlord contrary to the rental agreement, section 403, or other law, the court shall immediately issue a special injunction requiring the landlord to restore said services immediately. No bond shall be required for such injunction to take effect.~~

~~(b) In the equity action referred to in subsection (a) where the landlord's action is wilful and deliberate, the appropriate county or municipal building or housing code enforcement agency may also be awarded civil penalties not to exceed \$500 to be assessed against the landlord.~~

~~Section 607. Fire or Casualty Damage. (a) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:~~

~~(1) immediately vacate the premises and notify the landlord in writing within 14 days thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or~~

~~(2) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.~~

~~(b) If the rental agreement is terminated, the landlord shall return all of the security deposit or portion thereof recoverable by law. Account for rent in the event of termination~~

1 ~~or apportionment is to occur as of the date of vacating.~~

2 ~~(c) This section shall not apply if the dwelling unit or~~  
3 ~~premises are damaged or destroyed by fire or casualty caused by~~  
4 ~~the deliberate or negligent act or omission of the tenant, a~~  
5 ~~member of his family, or other person on the premises with his~~  
6 ~~consent.~~

7 ~~Section 608. Tenant's Remedies for Landlord's Unlawful~~  
8 ~~Ouster, Exclusion, or Diminution of Service. If the landlord~~  
9 ~~unlawfully removes or excludes the tenant from the premises or~~  
10 ~~wilfully and deliberately diminishes services to the tenant by~~  
11 ~~interrupting or causing the interruption of electric, gas,~~  
12 ~~water, or other essential service to the tenant, the tenant may~~  
13 ~~recover possession or terminate the rental agreement, and, in~~  
14 ~~either case, recover an amount of \$300 or the actual damages~~  
15 ~~sustained by him, whichever is greater.~~

16 ~~Section 609. Appeals. (a) Appeal rights provided by a local~~  
17 ~~code enforcement agency and by law shall not be abrogated by~~  
18 ~~this article.~~

19 ~~(b) In the event of an appeal by the landlord of any~~  
20 ~~determination of a local code enforcement agency, a tenant,~~  
21 ~~authorized by the local code enforcement agency to proceed under~~  
22 ~~sections 603 or 604, may make such repairs; but in the event~~  
23 ~~that the determination of the local code enforcement agency is~~  
24 ~~overruled, tenant shall pay the amount which was deducted from~~  
25 ~~the rent pursuant to sections 603 and 604.~~

26 ~~(c) Payment pursuant to subsection (b) shall be made to the~~  
27 ~~landlord within 30 days from the receipt of the notice of a~~  
28 ~~final determination of the appeal.~~

29 ~~ARTICLE VII~~  
30 ~~Landlord Remedies~~

~~Section 701. Noncompliance with Rental Agreement; Failure to Pay Rent. (a) Except as provided in this act, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with section 501 materially affecting health, safety, or security, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice, if the breach is not remedied in 14 days, and the rental agreement shall terminate as provided in the notice subject to the following: If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate. In the absence of showing of due cause by the tenant if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least 14 days written notice specifying the breach and the date of termination of the rental agreement.~~

~~(b) If rent is unpaid when due and the tenant fails to pay rent within 14 days after written notice by the landlord of nonpayment and of his intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may commence an action for possession.~~

~~(c) Except as provided in this act, the landlord may obtain injunctive relief for any material noncompliance by the tenant with the rental agreement of section 501, as well as damages for any noncompliance thereof.~~

~~Section 702. Remedy after Termination. If the rental agreement is terminated pursuant to section 701, the landlord~~

~~may have a claim for possession and for rent and a separate claim for actual damages for breach of the rental agreement.~~

~~Section 703. Waiver of Landlord's Right to Terminate. Acceptance of rent over a period of time that indicates an acceptance by the landlord of a variance from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord, constitutes a waiver of his right to terminate the rental agreement for that breach, unless otherwise agreed after that breach has occurred.~~

#### ~~ARTICLE VIII~~

#### ~~Periodic Tenancy; Holdover; Abuse of Access~~

~~Section 801. Periodic Tenancy; Holdover Remedies. (a) The landlord or the tenant may terminate a week to week tenancy by a written notice given to the other at least seven days prior to the termination date specified in the notice.~~

~~(b) The landlord or the tenant may terminate a tenancy longer than a week to week tenancy and up to and including a month to month tenancy by a written notice given to the other at least 30 days prior to the periodic rental date specified in the notice.~~

~~(c) In a tenancy of more than month to month, in the absence of an agreement to the contrary regarding notice, 30 days' notice shall be given by the landlord; no notice shall be required of the tenant.~~

~~(d) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession; the landlord may recover an amount not more than twice the actual damages sustained by him. If the landlord consents to the tenant's continued occupancy, subsection (d) of~~

1 ~~section 301 applies.~~

2 ~~ARTICLE IX~~

3 ~~Retaliatory Action~~

4 ~~Section 901. Retaliatory Conduct Prohibited. (a) Except as~~  
5 ~~provided in this section, a landlord may not retaliate by~~  
6 ~~increasing rent or decreasing services agreed to in the rental~~  
7 ~~agreement or by bringing or threatening to bring an action for~~  
8 ~~possession after:~~

9 ~~(1) The tenant has complained to a governmental agency~~  
10 ~~charged with responsibility for enforcement of a building or~~  
11 ~~housing code of a violation applicable to the premises~~  
12 ~~materially affecting health and safety or security.~~

13 ~~(2) The tenant has joined or otherwise become involved with~~  
14 ~~a tenant organization.~~

15 ~~(b) Notwithstanding subsection (a), a landlord may bring an~~  
16 ~~action for possession if:~~

17 ~~(1) the violation of the applicable building or housing code~~  
18 ~~was caused primarily by lack of reasonable care by the tenant or~~  
19 ~~other person in his household or upon the premises with his~~  
20 ~~consent; or~~

21 ~~(2) the tenant is in default in rent; or~~

22 ~~(3) compliance with the applicable building or housing code~~  
23 ~~requires alteration or remodeling which would effectively~~  
24 ~~deprive the tenant of the use of the dwelling unit. A detailed~~  
25 ~~description of the work that is planned together with a~~  
26 ~~timetable for completion must be submitted in writing to the~~  
27 ~~local building or housing code enforcement agency before the~~  
28 ~~action for possession will be permitted.~~

29 ~~The maintenance of the action for possession does not release~~  
30 ~~the landlord from liability under section 601(b).~~

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~~Section 1001.—Jurisdiction and Venue.—Summary proceedings to recover the possession of real property may be brought before a justice of the peace in the magisterial district where the real property possession of which is sought to be recovered is located.~~

~~(1) The tenant unlawfully continues in possession of any part of the premises after the expiration of the rental agreement without the permission of the landlord or, where a new tenant is entitled to possession, without the permission of the new tenant.~~

~~(3) The defendant has wrongfully ousted the petitioner, who is the rightful tenant of the rental unit.~~

~~Section 1003. Who May Maintain Proceeding. (a) The proceeding may be initiated by:~~

~~(2) The tenant or his duly authorized agent who has been wrongfully put out or kept out.~~

~~(4) The mortgagee in possession or his duly authorized~~

1 agent.

2 ~~(b) Pursuant to this section, an agent's authority must be~~  
3 ~~in writing, signed by his principal.~~

4 ~~Section 1004. Tenant's Duty to Pay Rent. (a) When an action~~  
5 ~~for recovery of possession of real property is commenced upon~~  
6 ~~the grounds of nonpayment of the rent and the tenant continues~~  
7 ~~to occupy the premises, the tenant shall on or before the last~~  
8 ~~day of the month following commencement of the action, and on or~~  
9 ~~before the last day of each month thereafter in which he~~  
10 ~~continues to occupy the premises, deposit with the justice of~~  
11 ~~the peace before whom the action was commenced the periodic~~  
12 ~~rental payment for that month.~~

13 ~~(b) In lieu of the rental payment, the justice of the peace~~  
14 ~~shall accept a receipt issued to the tenant by the landlord~~  
15 ~~showing that the rental payment for the month was made to the~~  
16 ~~landlord, or if the property is on rent withholding pursuant to~~  
17 ~~section 605, a receipt from the escrow agent showing that the~~  
18 ~~rental payment for the month was withheld and deposited in the~~  
19 ~~appropriate escrow account.~~

20 ~~(c) If there is a dispute over the amount of the monthly~~  
21 ~~rental payment, the tenant shall deposit only the monthly rental~~  
22 ~~payment which he claims is due unless the justice of the peace~~  
23 ~~determines after notice and hearing that a greater rental~~  
24 ~~payment is due.~~

25 ~~(d) The justice of the peace shall attach to the complaint~~  
26 ~~which is to be served on the tenant a separate notice clearly~~  
27 ~~advising the tenant of his obligations to make the rental~~  
28 ~~payments pursuant to this section 1004 and of the consequences~~  
29 ~~of his failure to do so.~~

30 ~~(e) If there is no dispute over the amount of rent which is~~



~~owing, the landlord may obtain from the justice of the peace  
rental payments deposited by the tenant as soon as they are  
deposited. If there is a dispute over the amount of the monthly  
rental payments, the landlord may obtain from the justice of the  
peace only the amount of rent which the tenant claims is due.  
Any remaining deposits shall be held by the justice of the peace  
until the relevant proceedings, including appeals, are  
terminated.~~

~~(f) Deposits of the monthly rental payments as provided  
above shall operate as a supersedeas in any appeal or certiorari  
proceedings involving judgments for the possession of real  
property.~~

~~Section 1005.—Special Order for Possession.—If the tenant  
has failed to make rental deposits with the justice of the peace  
as required by section 1004, upon request of the plaintiff, the  
justice of the peace shall immediately issue a special order for  
possession and shall deliver it for service and execution to the  
appropriate executing officer. Five days after service of said  
order of possession on the tenant, the executing officer shall  
eject the tenant and deliver possession of the real property to  
the plaintiff, provided, however, that if at any time before  
actual delivery of the real property is made in execution of the  
order for possession, the tenant establishes that the rent due  
under section 1004 has been paid or pays the justice of the  
peace or executing officer the rent due pursuant to section 1004  
and the costs of the proceedings, the special order for  
possession shall be withdrawn.~~

~~Section 1006.—Stay of Order for Possession.—(a) Except as  
provided by section 1006(b), the special order for possession  
referred to in section 1005, is in addition to any other rights~~

~~which the plaintiff has under law and rules of court and nothing herein shall preclude the plaintiff from obtaining an order for possession as provided by the existing law and rules of court.~~

~~(b) When a tenant who is making regular rental deposits with the justice of the peace as required by section 1004 is served with an order for possession requiring vacation of the premises, the justice of the peace, at the request of the tenant and upon a showing that the tenant is making a good faith effort to locate other premises, may permit the tenant to occupy the premises for an additional time period not to exceed 60 days provided that the tenant continues to make regular rental deposits with the justice of the peace as required by section 1004. If the tenant continues to occupy the rental premises and fails to make timely rental deposits, the justice of the peace shall issue an order directing the officer executing the order for possession to give the tenant immediate notice that the premises are to be vacated within five days and to deliver the premises to the landlord at the expiration of the five day period.~~

~~Section 1007. Procedure Before Justice of the Peace. The procedure before a justice of the peace for the recovery of possession of real property, and appeals therefrom, unless inconsistent with this article, shall be governed by the Pennsylvania Rules of Civil Procedure Governing Actions before Justices of the Peace.~~

#### ~~ARTICLE XI~~

##### ~~Policy and Procedure~~

~~Section 1101. Powers of Local Agencies. Local code enforcement agencies may adopt rules, regulations and procedures which implement the provisions of this act.~~

ARTICLE XII

~~Repeals and Effective Date~~

~~Section 1201. Application. (a) This act shall have no application in counties of the second class A.~~

~~(b) This act applies to rental agreements entered into or extended after the effective date of this act.~~

~~Section 1202. Repeals. The following acts and parts of acts in so far as they relate to the second class counties, are hereby repealed in so far as they relate to leased dwelling units covered by this act:~~

~~(1) The act of April 6, 1951 (P.L.69, No.20), known as "The Landlord and Tenant Act of 1951." (Except those sections relating to security deposits.)~~

~~(2) The act of January 24, 1966 (P.L.1534, No.536), entitled, as amended, "An act providing for the suspension of the duty to pay rent for dwellings certified to be unfit for human habitation in cities and providing for the withholding and disposition of shelter allowances."~~

~~(3) All acts or parts of acts heretofore enacted are repealed in so far as such acts conflict or are inconsistent with the provisions in this act.~~

~~Section 1203. Savings Clause. Transactions entered into before the effective date of this act, and not extended or renewed after that date, and the rights, duties, and interests flowing from them remain valid and may be terminated, completed, consummated, or enforced as required or permitted by any statute or other law amended or repealed by this act as though the repeal or amendment had not occurred.~~

~~Section 1204. Effective Date. This act shall take effect in six months from the date of passage.~~

ARTICLE I

<—

GENERAL PROVISIONS

SECTION 101. SHORT TITLE.--THE ACT SHALL BE KNOWN AND MAY BE  
CITED AS THE "RESIDENTIAL LANDLORD AND TENANT ACT."

SECTION 102. PURPOSES; RULES OF CONSTRUCTION.--(A) THIS ACT  
SHALL BE LIBERALLY CONSTRUED AND APPLIED TO PROMOTE ITS  
UNDERLYING PURPOSES AND POLICIES.

(B) UNDERLYING PURPOSES AND POLICIES OF THIS ACT ARE:

(1) TO SIMPLIFY, CLARIFY, MODERNIZE AND REVISE THE LAW  
GOVERNING THE RENTAL OF DWELLING UNITS AND THE RIGHTS AND  
OBLIGATIONS OF LANDLORD AND TENANT; AND

(2) TO ENCOURAGE LANDLORD AND TENANT TO MAINTAIN AND IMPROVE  
THE QUALITY OF HOUSING.

SECTION 103. SUPPLEMENTARY PRINCIPLES OF LAW APPLICABLE.--  
THE PRINCIPLES OF LAW AND EQUITY, INCLUDING THE LAW RELATING TO  
CAPACITY TO CONTRACT, MUTUALITY OF OBLIGATION, PRINCIPAL AND  
AGENT, REAL PROPERTY, PUBLIC HEALTH, SAFETY AND FIRE PREVENTION,  
ESTOPPEL, FRAUD, MISREPRESENTATION, DURESS, COERCION, MISTAKE,  
BANKRUPTCY OR OTHER VALIDATING OR INVALIDATING CAUSE SUPPLEMENT  
ITS PROVISIONS.

SECTION 104. CONSTRUCTION AGAINST IMPLICIT REPEAL.--THIS ACT  
BEING A GENERAL ACT INTENDED AS A UNIFIED COVERAGE OF ITS  
SUBJECT MATTER, NO PART OF IT IS TO BE CONSTRUED AS IMPLICITLY  
REPEALED BY SUBSEQUENT LEGISLATION OF THAT CONSTRUCTION CAN  
REASONABLY BE AVOIDED.

SECTION 105. ADMINISTRATION OF REMEDIES; ENFORCEMENT.--THE  
REMEDIES PROVIDED BY THIS ACT SHALL BE SO ADMINISTERED THAT THE  
AGGRIEVED PARTY MAY RECOVER APPROPRIATE DAMAGES. THE AGGRIEVED  
PARTY HAS A DUTY TO MITIGATE DAMAGES.

SECTION 106. SETTLEMENT OF DISPUTED CLAIM OR RIGHT.--A CLAIM

1 OR RIGHT ARISING UNDER THIS ACT OR ON A RENTAL AGREEMENT, IF  
2 DISPUTED IN GOOD FAITH, MAY BE SETTLED BY AGREEMENT BETWEEN THE  
3 PARTIES.

4 SECTION 107. TERRITORIAL APPLICATION.--THIS ACT APPLIES TO,  
5 REGULATES AND DETERMINES RIGHTS, OBLIGATIONS AND REMEDIES UNDER  
6 A RENTAL AGREEMENT, WHEREVER MADE, FOR A RESIDENTIAL RENTAL UNIT  
7 LOCATED WITHIN THE COMMONWEALTH OF PENNSYLVANIA.

8 SECTION 108. EXCLUSIONS FROM APPLICATION OF ACT.--UNLESS  
9 CREATED TO AVOID THE APPLICATION OF THIS ACT, THE FOLLOWING  
10 ARRANGEMENTS ARE NOT GOVERNED BY THIS ACT:

11 (1) RESIDENCE AT A REGULATED INSTITUTION, PUBLIC OR PRIVATE,  
12 IF INCIDENTAL TO DETENTION OR THE PROVISION OF MEDICAL,  
13 GERIATRIC, EDUCATIONAL, COUNSELING, RELIGIOUS OR SIMILAR  
14 SERVICE.

15 (2) OCCUPANCY UNDER A CONTRACT OF SALES OF A DWELLING UNIT  
16 OR THE PROPERTY OF WHICH IT IS A PART, IN ACCORDANCE WITH THE  
17 ACT OF JUNE 8, 1965 (P.L.115, NO.81), KNOWN AS THE "INSTALLMENT  
18 LAND CONTRACT LAW," IF THE OCCUPANT IS THE PURCHASER OR A PERSON  
19 WHO SUCCEEDS TO HIS INTEREST.

20 (3) OCCUPANCY BY A MEMBER OF A FRATERNAL OR SOCIAL  
21 ORGANIZATION IN THE PORTION OF A STRUCTURE OPERATED FOR THE  
22 BENEFIT OF THE ORGANIZATION.

23 (4) TRANSIENT OCCUPANCY.

24 (5) OCCUPANCY BY AN EMPLOYEE OF A LANDLORD WHOSE RIGHT TO  
25 OCCUPANCY IS CONDITIONAL UPON EMPLOYMENT IN AND ABOUT THE  
26 PREMISES.

27 (6) OCCUPANCY BY AN OWNER OF A CONDOMINIUM UNIT OR A HOLDER  
28 OF A PROPRIETARY LEASE IN A COOPERATIVE.

29 (7) OCCUPANCY UNDER A RENTAL AGREEMENT COVERING PREMISES  
30 USED BY THE OCCUPANT PRIMARILY FOR AGRICULTURAL PURPOSES.

1       SECTION 109.   JURISDICTION AND SERVICE OF PROCESS.--(A) THE  
2 MUNICIPAL COURT IN COUNTIES OF THE FIRST CLASS AND THE DISTRICT  
3 JUSTICE IN ALL COUNTIES OTHER THAN COUNTIES OF THE FIRST CLASS  
4 OF THIS COMMONWEALTH SHALL HAVE JURISDICTION OVER ANY LANDLORD  
5 AND TENANT WITH RESPECT TO ANY CONDUCT IN THIS COMMONWEALTH  
6 GOVERNED BY THIS ACT OR WITH RESPECT TO ANY CLAIM ARISING FROM A  
7 TRANSACTION SUBJECT TO THIS ACT. IN ADDITION TO ANY OTHER METHOD  
8 PROVIDED BY RULE OR BY STATUTE; PERSONAL JURISDICTION OVER A  
9 LANDLORD AND TENANT MAY BE ACQUIRED IN A CIVIL ACTION OR  
10 PROCEEDING INSTITUTED IN THE MUNICIPAL COURT IN COUNTIES OF THE  
11 FIRST CLASS AND THE JUSTICE OF THE PEACE IN ALL COUNTIES OTHER  
12 THAN COUNTIES OF THE FIRST CLASS BY THE SERVICE OF PROCESS IN  
13 THE MANNER PROVIDED BY THIS ACT.

14       (B) IF A LANDLORD IS NOT A RESIDENT OF THIS COMMONWEALTH OR  
15 IS A CORPORATION OR A PARTNERSHIP NOT AUTHORIZED TO DO BUSINESS  
16 IN THIS COMMONWEALTH AND ENGAGES IN ANY CONDUCT IN THIS  
17 COMMONWEALTH GOVERNED BY THIS ACT OR ENGAGES IN A TRANSACTION  
18 SUBJECT TO THIS ACT, HE SHALL DESIGNATE AN AGENT PURSUANT TO  
19 SECTION 404(A) UPON WHOM SERVICE OF PROCESS MAY BE MADE IN THIS  
20 COMMONWEALTH. THE AGENT SHALL BE A RESIDENT OF THIS COMMONWEALTH  
21 OR A CORPORATION OR A PARTNERSHIP AUTHORIZED TO DO BUSINESS IN  
22 THIS COMMONWEALTH. IF PROCESS CANNOT BE SERVED IN THIS  
23 COMMONWEALTH UPON THE DESIGNATED AGENT, PROCESS MAY BE SERVED  
24 UPON THE SECRETARY OF THE COMMONWEALTH BUT SERVICE UPON HIM IS  
25 NOT EFFECTIVE UNLESS THE PLAINTIFF OR PETITIONER FORTHWITH MAILES  
26 A COPY OF THE PROCESS OR PLEADING BY REGISTERED OR CERTIFIED  
27 MAIL TO THE DEFENDANT OR RESPONDENT AT HIS LAST KNOWN ADDRESS.  
28 AN AFFIDAVIT OF COMPLIANCE WITH THIS SECTION SHALL BE FILED WITH  
29 THE CLERK OF THE COURT ON OR BEFORE THE RETURN DAY OF THE  
30 PROCESS, IF ANY, OR WITHIN ANY FURTHER TIME THE COURT ALLOWS.

1 ARTICLE II

2 GENERAL DEFINITIONS AND PRINCIPLES

3 OF INTERPRETATION; NOTICE

4 SECTION 201. GENERAL DEFINITIONS.--AS USED IN THIS ACT.

5 "ACTION" INCLUDES RECOUPMENT, COUNTERCLAIM, SETOFF, SUIT IN  
6 EQUITY, ANY OTHER PROCEEDING IN WHICH RIGHTS ARE DETERMINED,  
7 INCLUDING AN ACTION FOR POSSESSION.

8 "BUILDING AND HOUSING CODES" INCLUDE ANY LAW, ORDINANCE, OR  
9 GOVERNMENTAL REGULATION CONCERNING FITNESS FOR HABITATION, OR  
10 THE CONSTRUCTION, MAINTENANCE, OPERATION, OCCUPANCY, USE OR  
11 APPEARANCE OF ANY PREMISES OR RESIDENTIAL DWELLING UNIT.

12 "GOOD FAITH" MEANS HONESTY IN FACT IN THE CONDUCT OF THE  
13 TRANSACTION CONCERNED.

14 "LANDLORD" MEANS THE OWNER, LESSOR OR SUBLESSOR OF THE  
15 DWELLING UNIT OR THE BUILDING OF WHICH IT IS A PART AND IT ALSO  
16 MEANS A MANAGER OF THE PREMISES WHO FAILS TO DISCLOSE AS  
17 REQUIRED BY SECTION 404.

18 "ORGANIZATION" INCLUDES A CORPORATION, GOVERNMENT,  
19 GOVERNMENTAL SUBDIVISION OR AGENCY, BUSINESS TRUST, ESTATE,  
20 TRUST, PARTNERSHIP OR ASSOCIATION, TWO OR MORE PERSONS HAVING A  
21 JOINT OR COMMON INTEREST AND ANY OTHER LEGAL OR COMMERCIAL  
22 ENTITY.

23 "OWNER" MEANS ONE OR MORE PERSONS, JOINTLY OR SEVERALLY, IN  
24 WHOM IS VESTED (I) ALL OR PART OF THE LEGAL TITLE TO PROPERTY;  
25 OR (II) ALL OR PART OF THE BENEFICIAL OWNERSHIP AND A RIGHT TO  
26 PRESENT USE AND ENJOYMENT OF THE PREMISES; AND THE TERM INCLUDES  
27 A MORTGAGEE IN POSSESSION.

28 "PERIODIC RENT" MEANS THE BASIC CHARGE FOR THE RESIDENTIAL  
29 DWELLING UNIT, PAID IN EQUAL INSTALLMENTS AT REGULAR PERIODS OF  
30 TIME.

1 "PERSON" INCLUDES AN INDIVIDUAL OR ORGANIZATION.

2 "PREMISES" MEANS A RESIDENTIAL DWELLING UNIT AND THE  
3 STRUCTURE OF WHICH IT IS A PART AND FACILITIES AND APPURTENANCES  
4 THEREIN AND GROUNDS, AREAS AND FACILITIES HELD OUT FOR THE USE  
5 OF THE TENANTS GENERALLY OR WHOSE USE IS PROMISED TO THE TENANT.

6 "PREPAID RENT" SHALL NOT BE CONSTRUED AS PART OF THE SECURITY  
7 DEPOSIT AS DESCRIBED IN SECTION 201 BUT SHALL APPLY TO SUCH  
8 CIRCUMSTANCES AS AGREED TO BETWEEN THE LANDLORD AND THE TENANT.

9 "RENT" MEANS ALL PAYMENTS TO BE MADE TO THE LANDLORD UNDER  
10 THE RENTAL AGREEMENT.

11 "RENTAL AGREEMENT" MEANS ALL AGREEMENTS, WRITTEN OR ORAL AND  
12 VALID RULES AND REGULATIONS ADOPTED UNDER SECTION 502 WHICH  
13 ESTABLISH OR MODIFY THE CONDITIONS AND TERMS CONCERNING THE USE  
14 AND OCCUPANCY OF A RESIDENTIAL DWELLING UNIT AND PREMISES.

15 "RESIDENTIAL DWELLING UNIT" MEANS A STRUCTURE OR THE PART OF  
16 A STRUCTURE THAT IS USED AS A HOME, RESIDENCE OR SLEEPING PLACE  
17 BY ONE PERSON WHO MAINTAINS A HOUSEHOLD OR BY TWO OR MORE  
18 PERSONS WHO MAINTAIN A COMMON HOUSEHOLD.

19 "ROOMER" MEANS A PERSON OR PERSONS OCCUPYING A RESIDENTIAL  
20 DWELLING UNIT OR PORTION OF A UNIT THAT LACKS A MAJOR BATHROOM  
21 OR KITCHEN FACILITY, IN A STRUCTURE WHERE ONE OR MORE MAJOR  
22 FACILITIES ARE USED IN COMMON BY OCCUPANTS OF THE DWELLING UNIT  
23 AND OTHER DWELLING UNITS. MAJOR FACILITY IN THE CASE OF A  
24 BATHROOM MEANS TOILET AND EITHER A BATH OR SHOWER, AND IN THE  
25 CASE OF A KITCHEN, MEANS A REFRIGERATOR, STOVE OR SINK.

26 "SECURITY DEPOSIT" MEANS ANY AMOUNT OF MONEY TO SECURE  
27 FAITHFUL PERFORMANCE OF THE RENTAL AGREEMENT. THIS MONEY SHALL  
28 BE HELD BY THE LANDLORD OR HIS AGENT TO COMPENSATE HIM FOR  
29 DAMAGES OR FOR UNPAID RENT PURSUANT TO SECTION 402(A) AND SHALL  
30 BE REFUNDABLE AT THE END OF THE TERM OF THE RENTAL AGREEMENT



1 WITH INTEREST ACCRUED, WHERE APPLICABLE, PURSUANT TO SECTION 402  
2 (B).

3 "SINGLE FAMILY RESIDENT" MEANS A STRUCTURE MAINTAINED AND  
4 USED AS A SINGLE RESIDENTIAL DWELLING UNIT. NOTWITHSTANDING THAT  
5 A RESIDENTIAL DWELLING UNIT SHARES ONE OR MORE WALLS WITH  
6 ANOTHER DWELLING UNIT, IT IS A SINGLE FAMILY RESIDENCE IF IT HAS  
7 DIRECT ACCESS TO A STREET OR THOROUGHFARE AND SHARES NEITHER  
8 HEATING FACILITIES NOR HOT WATER EQUIPMENT.

9 "TENANT" MEANS A PERSON ENTITLED UNDER A RENTAL AGREEMENT TO  
10 OCCUPY A RESIDENTIAL DWELLING UNIT TO THE EXCLUSION OF OTHERS.

11 "TRANSIENT OCCUPANCY" MEANS RESIDENCE BY ONE OR MORE PERSONS  
12 OF A TEMPORARY NATURE IN A HOTEL, MOTEL OR LODGING SUBJECT TO  
13 THE ACT OF MARCH 4, 1971 (P.L.6, NO.2), KNOWN AS THE "TAX REFORM  
14 CODE OF 1971."

15 SECTION 202. OBLIGATION OF GOOD FAITH.--EVERY DUTY UNDER  
16 THIS ACT AND EVERY ACT WHICH MUST BE PERFORMED AS A CONDITION  
17 PRECEDENT TO THE EXERCISE OF A RIGHT OR REMEDY UNDER THIS ACT  
18 IMPOSES AN OBLIGATION OF GOOD FAITH IN ITS PERFORMANCE OR  
19 ENFORCEMENT.

20 SECTION 203. NOTICE.--A PERSON "RECEIVES" NOTICE OR  
21 NOTIFICATION WHEN (I) IN THE CASE OF THE LANDLORD, IT IS  
22 DELIVERED IN HAND TO THE LANDLORD OR MAILED TO HIM AT THE PLACE  
23 OF BUSINESS OF THE LANDLORD THROUGH WHICH THE RENTAL AGREEMENT  
24 WAS MADE OR AT ANY PLACE HELD OUT BY HIM AS THE PLACE FOR  
25 RECEIPT OF THE COMMUNICATION; OR (II) IN THE CASE OF THE TENANT,  
26 IT IS DELIVERED IN HAND TO THE TENANT OR MAILED TO HIM AT THE  
27 PLACE HELD OUT BY HIM AS THE PLACE FOR RECEIPT OF THE  
28 COMMUNICATION, OR IN THE ABSENCE OF SUCH DESIGNATION, TO HIS  
29 LAST KNOWN PLACE OF RESIDENCE.

30 ARTICLE III

1                   GENERAL PROVISIONS OF RENTAL AGREEMENTS

2           SECTION 301.   TERMS AND CONDITIONS OF RENTAL AGREEMENT.--(A)

3   THE LANDLORD AND TENANT MAY INCLUDE IN A RENTAL AGREEMENT, TERMS  
4   AND CONDITIONS NOT PROHIBITED BY THIS ACT OR OTHER RULE OF LAW  
5   INCLUDING RENT, TERM OF THE AGREEMENT AND OTHER PROVISIONS  
6   GOVERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES.

7           (B)   IN THE ABSENCE OF A WRITTEN AGREEMENT, THE TENANT SHALL  
8   PAY AS RENT THE AGREED UPON RENTAL FOR THE USE AND OCCUPANCY OF  
9   THE RESIDENTIAL DWELLING UNIT AND THE TENANCY SHALL BE GOVERNED  
10  BY THE PROVISIONS OF THIS ACT.

11          (C)   PERIODIC RENT SHALL BE PAYABLE WITHOUT DEMAND OR NOTICE  
12  AT THE TIME AND PLACE AGREED UPON BY THE PARTIES. UNLESS  
13  OTHERWISE AGREED, RENT IS PAYABLE AT THE DWELLING UNIT AND RENT  
14  IS PAYABLE AT THE BEGINNING OF ANY TERMS OF ONE MONTH OR LESS  
15  AND OTHERWISE IN EQUAL MONTHLY INSTALLMENTS AT THE BEGINNING OF  
16  EACH MONTH. UNLESS OTHERWISE AGREED, PERIODIC RENT SHALL BE  
17  UNIFORMLY APPORTIONABLE FROM DAY TO DAY.

18          (D)   UNLESS THE RENTAL AGREEMENT FIXED A DEFINITE TERM, THE  
19  TENANCY SHALL BE WEEK TO WEEK IN THE CASE OF A ROOMER WHO PAYS  
20  WEEKLY RENT AND IN ALL OTHER CASES, MONTH TO MONTH.

21          (E)   THE LANDLORD SHALL, UPON REQUEST OF THE TENANT, ISSUE A  
22  RECEIPT TO THE TENANT FOR RENT AND ANY OTHER MONEYS RECEIVED BY  
23  THE LANDLORD FROM THE TENANT.

24          SECTION 302.   EFFECT OF UNSIGNED OR UNDELIVERED RENTAL  
25  AGREEMENT.--(A) IF THE LANDLORD DOES NOT SIGN AND DELIVER A  
26  WRITTEN RENTAL AGREEMENT SIGNED AND DELIVERED TO HIM BY THE  
27  TENANT, ACCEPTANCE OF RENT BY THE LANDLORD CREATES A MONTH TO  
28  MONTH TENANCY.

29          (B)   IF THE TENANT DOES NOT SIGN AND DELIVER A WRITTEN RENTAL  
30  AGREEMENT SIGNED AND DELIVERED TO HIM BY THE LANDLORD,

1 ACCEPTANCE OF POSSESSION AND PAYMENT OF RENT BY THE TENANT  
2 CREATES A TERM AS CALLED FOR IN THE UNSIGNED LEASE.

3 SECTION 303. WRITTEN LEASE.--THE LANDLORD MUST AGREE TO USE  
4 AND MUST PROVIDE A WRITTEN LEASE AT THE REQUEST OF THE TENANT,  
5 AT NO EXTRA FEE, EITHER PRIOR TO OR AFTER ENTERING INTO A RENTAL  
6 AGREEMENT. THE TENANT ALSO MUST AGREE TO A WRITTEN LEASE AT THE  
7 REQUEST OF THE LANDLORD.

8 SECTION 304. PROHIBITED PROVISIONS IN RENTAL AGREEMENTS.--

9 (A) NO RENTAL AGREEMENT MAY PROVIDE THAT THE TENANT:

10 (1) AGREES TO WAIVE OR TO FOREGO RIGHTS OR REMEDIES UNDER  
11 THIS ACT;

12 (2) AUTHORIZES ANY PERSON TO CONFESS JUDGMENT ON A CLAIM  
13 ARISING OUT OF THE RENTAL AGREEMENT;

14 (3) AGREES TO PAY THE LANDLORD'S ATTORNEY'S FEES;

15 (4) AGREES TO THE EXCULPATION OR LIMITATION OF ANY LIABILITY  
16 OF THE LANDLORD OR HIS AGENT FOR NEGLIGENCE OR INTENTIONAL ACTS  
17 OR TO INDEMNIFY THE LANDLORD FOR THAT LIABILITY OR THE COSTS  
18 CONNECTED THEREWITH; OR

19 (5) AGREES TO WAIVE THE DEBTOR'S EXEMPTION PROVIDED BY THE  
20 ACT OF APRIL 9, 1849 (P.L.533, NO.356), ENTITLED "AN ACT TO  
21 EXEMPT PROPERTY TO THE VALUE OF THREE HUNDRED DOLLARS FROM LEVY  
22 AND SALE ON EXECUTION AND DISTRESS FOR RENT."

23 (B) A PROVISION PROHIBITED BY SUBSECTION (A), WHICH IS  
24 INCLUDED IN A RENTAL AGREEMENT, IS UNENFORCEABLE. IF A LANDLORD  
25 INTENTIONALLY USES A RENTAL AGREEMENT CONTAINING PROVISIONS  
26 KNOWN BY HIM TO BE PROHIBITED, THE TENANT MAY RECOVER ACTUAL  
27 DAMAGES SUSTAINED BY HIM.

28 SECTION 305. SEPARATION OF RENTS AND OBLIGATIONS TO MAINTAIN  
29 PROPERTY FORBIDDEN.--A RENTAL AGREEMENT MAY NOT PERMIT THE  
30 RECEIPT OF RENT, FREE OF THE OBLIGATION TO COMPLY WITH SECTION

1 406.

2 SECTION 306. LANDLORD LIENS; DISTRESS FOR RENT.--A LIEN OR  
3 SECURITY INTEREST ON BEHALF OF THE LANDLORD IN THE TENANT'S  
4 HOUSEHOLD GOODS IS UNENFORCEABLE, EXCEPT WHEN OBTAINED PURSUANT  
5 TO THE PROVISIONS OF SECTION 703.

6 SECTION 307. RECOVERY OF POSSESSION LIMITED.--A LANDLORD MAY  
7 NOT RECOVER OR TAKE POSSESSION OF THE DWELLING UNIT BY ACTION OR  
8 OTHERWISE, INCLUDING WILFUL DIMINUTION OF SERVICES TO THE TENANT  
9 BY INTERRUPTING OR CAUSING THE INTERRUPTION OF ELECTRIC, GAS,  
10 WATER OR OTHER ESSENTIAL SERVICE TO THE TENANT, EXCEPT IN CASES  
11 OF SURRENDER OR OBTAINED PURSUANT TO JUDGMENT AND EXECUTION.

12 ARTICLE IV

13 LANDLORD OBLIGATIONS

14 SECTION 401. STATEMENT OF CONDITION OF DWELLING UNIT.--PRIOR  
15 TO THE INITIAL OCCUPANCY BY A TENANT, A FAIR AND ADEQUATE  
16 STATEMENT IN DUPLICATE OF ANY CHATTEL ITEMS IN THE DWELLING UNIT  
17 SHALL BE PREPARED BY THE LANDLORD. ALL DAMAGES IN THE DWELLING  
18 UNIT SHALL BE NOTED IN THIS STATEMENT. THE LANDLORD AND THE  
19 TENANT SHALL SIGN BOTH COPIES OF THIS STATEMENT, AFTER WHICH ONE  
20 COPY SHALL BE DELIVERED TO THE TENANT. IF THE TENANT REFUSES TO  
21 SIGN THE STATEMENT, THE LANDLORD MAY TERMINATE THE LEASE AND  
22 REFUSE TO GIVE POSSESSION OF THE PREMISES TO THE TENANT.

23 SECTION 402. SECURITY DEPOSITS.--(A) SECURITY DEPOSITS MAY  
24 BE REQUESTED AND HELD BY THE LANDLORD, TO SECURE COMPENSATION TO  
25 THE LANDLORD, FOR THE FOLLOWING PURPOSES AND FOR NO OTHERS:

26 (1) DAMAGES CAUSED BY THE TENANT FROM FAILURE OF THE TENANT  
27 TO COMPLY WITH SECTION 501;

28 (2) A TENANT'S FAILURE TO PAY RENT DUE; AND

29 (3) DAMAGES CAUSED BY A TENANT WHO UNLAWFULLY CEASES TO  
30 OCCUPY THE RESIDENTIAL DWELLING UNIT OR OTHERWISE BREACHES ANY

1 OF THE TERMS OR CONDITIONS OF THE RENTAL AGREEMENT.

2 (B) (1) A SECURITY DEPOSIT SHALL CONTINUE TO BE THE PROPERTY  
3 OF THE TENANT UNTIL LAWFULLY APPLIED AS COMPENSATION TO THE  
4 LANDLORD IN ACCORDANCE WITH THE TERMS OF THIS ACT. SAID SECURITY  
5 DEPOSIT SHALL BE HELD BY THE LANDLORD OR THE LANDLORD'S AGENT ON  
6 BEHALF OF THE TENANT.

7 (2) THE SECURITY DEPOSIT SHALL NOT BE AN ASSET OF NOR SHALL  
8 BE MINGLED WITH THE PERSONAL PROPERTY OF EITHER THE LANDLORD OR  
9 THE LANDLORD'S AGENT, UNLESS THE LANDLORD IS BONDED IN  
10 ACCORDANCE WITH SUBSECTION (E).

11 (3) THE CLAIM OF THE TENANT TO THE SECURITY DEPOSIT SHALL BE  
12 PRIOR TO THE CLAIM OF ANY CREDITOR OF THE LANDLORD, INCLUDING  
13 ANY TRUSTEE IN BANKRUPTCY, IRRESPECTIVE OF WHETHER THE SECURITY  
14 DEPOSIT IS COMMINGLED WITH OTHER FUNDS.

15 (C) (1) THE AMOUNT OF ANY SECURITY DEPOSIT SHALL NOT EXCEED  
16 A SUM EQUAL TO TWO MONTHS' PERIODIC RENT, WHICH AMOUNT NEED NOT  
17 INCLUDE ANY ADDITIONAL DEPOSITS WHICH MAY BE REQUIRED FOR  
18 HOUSEHOLD PETS.

19 (2) WHENEVER A TENANT HAS BEEN IN CONTINUOUS POSSESSION OF  
20 THE PREMISES FOR A PERIOD OF FIVE YEARS OR GREATER, THE AMOUNT  
21 OF SUCH TENANT'S SECURITY DEPOSIT MAY NOT BE INCREASED  
22 THEREAFTER, IRRESPECTIVE OF ANY INCREASE OR INCREASES IN RENT.

23 (3) AT THE BEGINNING OF A RENTAL TERM, A LANDLORD MAY NOT  
24 REQUIRE A TENANT TO PAY ANY MONEYS OTHER THAN THE FIRST PERIODIC  
25 RENTAL PAYMENT AND A SECURITY DEPOSIT AND REASONABLE FEE FOR  
26 CREDIT REPORT, IF ANY.

27 (D) UNLESS A LANDLORD ELECTS TO COMPLY WITH THE BONDING  
28 PROVISIONS OF SECTION 402(E):

29 (1) ANY SECURITY DEPOSIT WHICH EXCEEDS \$100 OR ONE MONTH'S  
30 RENT, WHICHEVER IS LARGER, SHALL BE DEPOSITED BY THE LANDLORD

1 WITH A BANKING INSTITUTION WHICH IS REGULATED BY THE FEDERAL  
2 RESERVE BOARD, THE FEDERAL HOME LOAN BANK BOARD, THE COMPTROLLER  
3 OF THE CURRENCY OR THE PENNSYLVANIA DEPARTMENT OF BANKING, IN A  
4 SAVINGS ACCOUNT OR IN A CERTIFICATE OF DEPOSIT, WHICH ACCOUNT OR  
5 CERTIFICATE BEARS INTEREST AT NO LESS THAN THE RATE CURRENTLY  
6 PAID BY SUCH BANKING INSTITUTION ON PASSBOOK SAVINGS DEPOSITS;

7 (2) WITHIN 30 DAYS OF A LANDLORD'S RECEIPT OF ANY SECURITY  
8 DEPOSIT WHICH EXCEEDS \$100 OR ONE MONTH'S RENT, WHICHEVER IS  
9 LARGER, THE LANDLORD SHALL STATE IN THE LEASE OR GIVE WRITTEN  
10 NOTICE TO EACH TENANT MAKING ANY SUCH SECURITY DEPOSIT, OF THE  
11 NAME AND ADDRESS OF THE BANKING INSTITUTION IN WHICH THE  
12 SECURITY DEPOSIT IS BEING HELD, THE AMOUNT OF SUCH SECURITY  
13 DEPOSIT AND THE NAME UNDER WHICH THE MONEY HAS BEEN SO  
14 DEPOSITED;

15 (3) ALL SUCH SECURITY DEPOSITS MAY BE PLACED ON ONE OR MORE  
16 INTEREST-BEARING ACCOUNTS OR CERTIFICATES;

17 (4) A LANDLORD WHO HAS PLACED SECURITY DEPOSIT FUNDS IN AN  
18 INTEREST-BEARING ACCOUNT OR CERTIFICATE, PURSUANT TO THIS  
19 SUBSECTION, SHALL BE ENTITLED TO RECEIVE AS REIMBURSEMENT FOR  
20 ADMINISTRATIVE EXPENSES, A SUM EQUIVALENT TO 1% PER ANNUM OF  
21 SUCH FUNDS, WHICH SUM SHALL BE IN LIEU OF ALL OTHER  
22 ADMINISTRATIVE AND CUSTODIAL EXPENSES AND WHICH SUM MAY BE  
23 WITHDRAWN BY THE LANDLORD AS IT IS EARNED AND AS IT ACCRUES; AND

24 (5) THE BALANCE OF INTEREST EARNED ON ALL SUCH SECURITY  
25 DEPOSITS SHALL BE THE PROPERTY OF THE TENANT MAKING THE SECURITY  
26 DEPOSIT LESS DEDUCTIONS PROVIDED FOR IN SECTION 402(A) AND SHALL  
27 BE PAID BY THE LANDLORD TO THE TENANT WITHIN 30 DAYS AFTER  
28 EITHER THE TERMINATION OF THE RENTAL AGREEMENT OR THE SURRENDER  
29 AND ACCEPTANCE OF THE LEASEHOLD PREMISES, WHICHEVER FIRST  
30 OCCURS; PROVIDED, NEVERTHELESS, THAT THE BALANCE OF ACCRUED

1 INTEREST SHALL BE PAID TO THE TENANT NO LESS THAN ONCE EVERY  
2 THREE YEARS, THE FIRST INTEREST PAYMENT BEING DUE THREE YEARS  
3 AFTER THE INITIAL DEPOSIT OF THE SECURITY DEPOSIT IN AN  
4 INTEREST-BEARING ACCOUNT OR CERTIFICATE.

5 (E) A LANDLORD WHICH WOULD OTHERWISE BE SUBJECT TO THE  
6 REQUIREMENTS OF SECTION 402(D) MAY, IN THE ALTERNATIVE, SECURE A  
7 BOND WHICH MEETS EACH OF THE FOLLOWING REQUIREMENTS:

8 (1) THE LANDLORD SHALL GUARANTEE TO THE TENANT THAT, WITHIN  
9 30 DAYS OF EITHER THE TERMINATION OF THE RENTAL AGREEMENT OR THE  
10 SURRENDER AND ACCEPTANCE OF THE LEASEHOLD PREMISES, WHICHEVER  
11 FIRST OCCURS, THE SECURITY DEPOSIT WILL BE RETURNED TO THE  
12 TENANT, TOGETHER WITH INTEREST ON THE SECURITY DEPOSIT AT THE  
13 PASSBOOK RATE, LESS THE COST OF ANY COMPENSATION DUE TO THE  
14 LANDLORD FOR EITHER DAMAGES CAUSED BY THE TENANT OR FOR PAST DUE  
15 RENT OR ANY OTHER BREACH OF THE RENTAL CONTRACT.

16 (2) THE GUARANTEE SHALL BE MADE IN WRITING, SHALL BE PAYABLE  
17 TO THE TENANT AS OBLIGEE, SHALL BE SECURED BY A GOOD AND  
18 SUFFICIENT GUARANTEE BOND ISSUED BY A BONDING COMPANY OR OTHER  
19 SURETY LICENSED TO DO BUSINESS IN PENNSYLVANIA AND TENANT SHALL  
20 BE PROVIDED WITH THE NAME OF THE BONDING COMPANY WITHIN 30 DAYS  
21 OF THE LANDLORD'S RECEIPT OF THE SECURITY DEPOSIT.

22 (3) THE TENANT SHALL NOT BE LIABLE FOR THE PAYMENT OF ANY  
23 EXPENSES OR CHARGES IN CONNECTION WITH THE LANDLORD'S SECURING  
24 SUCH A BOND. A LANDLORD WHICH ELECTS TO COMPLY WITH THE  
25 PROVISIONS OF THIS SUBSECTION SHALL NOT BE ENTITLED TO RECEIVE  
26 THE REIMBURSEMENT FOR ADMINISTRATIVE EXPENSES WHICH IS PROVIDED  
27 BY SUBSECTION (D)(4).

28 (F) EVERY LANDLORD WHICH REQUIRES A SECURITY DEPOSIT SHALL,  
29 WITHIN 30 DAYS AFTER EITHER THE TERMINATION OF THE RENTAL  
30 AGREEMENT OR THE SURRENDER AND ACCEPTANCE OF THE LEASEHOLD

1 PREMISES, WHICHEVER FIRST OCCURS, PROVIDE THE TENANT WITH A  
2 WRITTEN LIST OF ANY AND ALL DAMAGES TO THE LEASEHOLD PREMISES  
3 AND ALL OTHER CHARGES PURSUANT TO SUBSECTION (A) FOR WHICH THE  
4 LANDLORD CLAIMS THE TENANT IS LIABLE. DELIVERY OF THE LIST SHALL  
5 BE ACCOMPANIED BY PAYMENT OF THE DIFFERENCE BETWEEN THE SECURITY  
6 DEPOSIT, INCLUDING ANY UNPAID INTEREST THEREON, AND ANY  
7 COMPENSATION DUE TO THE LANDLORD FOR TENANT CAUSED DAMAGES AND  
8 OTHER VIOLATIONS OF SUBSECTION (A).

9 (G) ANY LANDLORD WHICH FAILS TO PROVIDE A WRITTEN LIST  
10 WITHIN 30 DAYS, AS REQUIRED IN SUBSECTION (F), SHALL FORFEIT ALL  
11 RIGHTS TO WITHHOLD ANY PORTION OF THE SECURITY DEPOSIT,  
12 INCLUDING ANY UNPAID INTEREST THEREON AND SHALL FORFEIT ALL  
13 RIGHTS TO BRING SUIT OR TO ASSERT A COUNTERCLAIM AGAINST THE  
14 TENANT FOR DAMAGES TO THE LEASEHOLD PREMISES.

15 (H) EVERY TENANT SHALL PROVIDE HIS OR HER LANDLORD WITH SUCH  
16 TENANT'S FORWARDING ADDRESS IN WRITING, UPON, BEFORE OR WITHIN  
17 TEN DAYS OF THE TERMINATION OF THE LEASE OR SURRENDER AND  
18 ACCEPTANCE OF THE LEASEHOLD PREMISES. ANY TENANT WHO FAILS TO  
19 PROVIDE A WRITTEN FORWARDING ADDRESS AT SUCH TIME, SHALL FORFEIT  
20 ALL RIGHTS TO RECOVER UNDER SUBSECTION (I).

21 (I) IF A LANDLORD FAILS TO COMPLY WITH SUBSECTION (F) AND  
22 THE TENANT HAS COMPLIED WITH SUBSECTION (H), THE TENANT SHALL BE  
23 ENTITLED TO RECOVER FROM THE LANDLORD AN AMOUNT EQUAL TO THE  
24 ACTUAL AMOUNT OF THE SECURITY DEPOSIT, INCLUDING ANY UNPAID  
25 INTEREST THEREON.

26 (J) IF THE LANDLORD AND THE TENANT DISAGREE ABOUT THE RIGHT  
27 OF THE LANDLORD TO CLAIM AND RETAIN ANY PORTION OF THE SECURITY  
28 DEPOSIT, INCLUDING ANY INTEREST THEREON, EITHER THE LANDLORD OR  
29 THE TENANT MAY COMMENCE AN ACTION TO ADJUDICATE THE MATTER, IN  
30 ANY COURT OF RECORD OR COURT NOT OF RECORD HAVING JURISDICTION



1 OVER SUCH CIVIL ACTIONS AT LAW.

2 (K) THE BURDEN OF PROVING ACTUAL DAMAGES CAUSED BY THE  
3 TENANT TO THE LEASEHOLD PREMISES SHALL BE ON THE LANDLORD.

4 (L) ANY ATTEMPTED WAIVER BY A TENANT OF ANY PORTION OF THIS  
5 SECTION, WHETHER BY CONTRACT OR OTHERWISE, SHALL BE VOID AND  
6 UNENFORCEABLE.

7 (M) IN SO FAR AS THEY MAY ALTER EXISTING LAW, THE PROVISIONS  
8 OF THIS SECTION SHALL APPLY ONLY TO RENTAL AGREEMENTS AS THEY  
9 ARE EXECUTED, REEXECUTED OR RENEWED SUBSEQUENT TO THE EFFECTIVE  
10 DATE OF THIS ACT.

11 SECTION 403. LANDLORD TO SUPPLY POSSESSION OF DWELLING  
12 UNIT.--AT THE COMMENCEMENT OF THE TERM THE LANDLORD SHALL  
13 DELIVER POSSESSION OF THE PREMISES TO THE TENANT IN COMPLIANCE  
14 WITH THE RENTAL AGREEMENT AND SECTION 405.

15 SECTION 404. DISCLOSURE.--(A) THE LANDLORD OR ANY PERSON  
16 AUTHORIZED TO ENTER INTO A RENTAL AGREEMENT ON HIS BEHALF SHALL  
17 DISCLOSE IN THE RENTAL AGREEMENT OR OTHERWISE TO THE TENANT IN  
18 WRITING AT OR BEFORE THE COMMENCEMENT OF THE TENANCY THE NAME  
19 AND ADDRESS OF:

20 (1) THE PERSON AUTHORIZED TO MANAGE THE PREMISES; AND

21 (2) AN OWNER OF THE PREMISES OR A PERSON AUTHORIZED TO ACT  
22 FOR AND ON BEHALF OF THE OWNER FOR THE PURPOSE OF SERVICE OF  
23 PROCESS AND FOR THE PURPOSE OF RECEIVING AND RECEIPTING FOR  
24 NOTICES AND DEMANDS.

25 (B) THE INFORMATION REQUIRED TO BE FURNISHED BY THIS SECTION  
26 SHALL BE KEPT CURRENT AND THIS SECTION EXTENDS TO AND IS  
27 ENFORCEABLE AGAINST ANY SUCCESSOR LANDLORD, OWNER OR MANAGER.

28 (C) A PERSON WHO FAILS TO COMPLY WITH SUBSECTION (A) BECOMES  
29 AN AGENT OF EACH PERSON WHO IS A LANDLORD FOR THE PURPOSE OF:

30 (1) SERVICE OF PROCESS AND RECEIVING AND RECEIPTING FOR

1 NOTICES AND DEMANDS; AND

2 (2) PERFORMING THE OBLIGATIONS OF THE LANDLORD UNDER THIS  
3 ACT AND UNDER THE RENTAL AGREEMENT AND EXPENDING OR MAKING  
4 AVAILABLE FOR THE PURPOSES OF RENT COLLECTED FROM THE PREMISES.

5 SECTION 405. LANDLORD TO MAINTAIN FIT PREMISES.--(A) THE  
6 LANDLORD SHALL IF THE TENANT SHALL MEET ALL OF HIS OBLIGATIONS  
7 AS PROVIDED IN ARTICLE V AND ELSEWHERE IN THIS ACT:

8 (1) COMPLY WITH THE REQUIREMENTS OF APPLICABLE BUILDING AND  
9 HOUSING CODES MATERIALLY AFFECTING HEALTH AND SAFETY;

10 (2) MAKE ALL REPAIRS PROMPTLY AND DO WHATEVER IS NECESSARY  
11 TO PUT AND KEEP THE PREMISES IN A FIT AND HABITABLE CONDITION;

12 (3) KEEP ALL COMMON AREAS OF THE PREMISES IN A CLEAN AND  
13 SAFE CONDITION;

14 (4) MAINTAIN IN GOOD AND SAFE WORKING ORDER AND CONDITION  
15 ALL ELECTRICAL, PLUMBING, SANITARY, HEATING, VENTILATING, AIR  
16 CONDITIONING AND OTHER FACILITIES AND APPLIANCES, INCLUDING  
17 ELEVATORS AND SECURITY SYSTEMS, SUPPLIED OR REQUIRED TO BE  
18 SUPPLIED BY HIM;

19 (5) PROVIDE AND MAINTAIN APPROPRIATE RECEPTACLES FOR THE  
20 REMOVAL OF ASHES, GARBAGE, RUBBISH AND OTHER WASTE INCIDENTAL TO  
21 THE OCCUPANCY OF THE DWELLING UNIT AND ARRANGE FOR THEIR  
22 REMOVAL; AND

23 (6) SUPPLY RUNNING COLD WATER AND REASONABLE AMOUNTS OF  
24 RUNNING HOT WATER AT ALL TIMES AND REASONABLE HEAT EXCEPT WHERE  
25 THE DWELLING UNIT IS SO CONSTRUCTED THAT HEAT OR HOT WATER IS  
26 GENERATED BY AN INSTALLATION WITHIN THE EXCLUSIVE CONTROL OF THE  
27 TENANT AND/OR SUPPLIED BY A DIRECT PUBLIC UTILITY CONNECTION.

28 IF THE DUTY IMPOSED BY CLAUSE (1) IS GREATER THAN ANY DUTY  
29 IMPOSED BY ANY OTHER CLAUSE OF THIS SUBSECTION, THE LANDLORD'S  
30 DUTY SHALL BE DETERMINED BY REFERENCE TO CLAUSE (1).

1 (B) THE LANDLORD AND TENANT OF A SINGLE FAMILY RESIDENCE MAY  
2 AGREE IN WRITING THAT THE TENANT PERFORM THE LANDLORD'S DUTIES  
3 SPECIFIED IN SUBSECTION (A)(5) AND (6) AND ALSO SPECIFIED  
4 REPAIRS, MAINTENANCE TASKS, ALTERATIONS AND REMODELING, BUT ONLY  
5 IF THE TRANSACTION IS ENTERED INTO IN GOOD FAITH AND IN  
6 ACCORDANCE WITH THE RENTAL AGREEMENT.

7 (C) THE LANDLORD AND TENANT OF ANY DWELLING UNIT OTHER THAN  
8 A SINGLE FAMILY RESIDENCE MAY AGREE THAT THE TENANT IS TO  
9 PERFORM SPECIFIED REPAIRS, MAINTENANCE TASKS, ALTERATIONS OR  
10 REMODELING ONLY IF:

11 (1) THE AGREEMENT OF THE PARTIES IS ENTERED INTO IN GOOD  
12 FAITH AND IN ACCORDANCE WITH THE RENTAL AGREEMENT AND IS SET  
13 FORTH IN A SEPARATE WRITING SIGNED BY THE PARTIES AND SUPPORTED  
14 BY ADEQUATE CONSIDERATION;

15 (2) THE WORK IS NOT NECESSARY TO CURE NONCOMPLIANCE WITH  
16 SECTION 406(A)(1); AND

17 (3) THE AGREEMENT DOES NOT DIMINISH OR AFFECT THE OBLIGATION  
18 OF THE LANDLORD TO OTHER TENANTS IN THE PREMISES.

19 (D) THE LANDLORD MAY NOT TREAT PERFORMANCE OF THE SEPARATE  
20 AGREEMENT DESCRIBED IN SUBSECTION (C) AS A CONDITION TO ANY  
21 OBLIGATION OR PERFORMANCE OF ANY RENTAL AGREEMENT.

22 SECTION 406. SALE, TRANSFER, ASSIGNMENT OF PROPERTY;  
23 TRANSFER OF SECURITY DEPOSITS.--(A) UPON TERMINATION OF THE  
24 LANDLORD'S INTEREST IN THE RESIDENTIAL DWELLING UNIT WHETHER BY  
25 SALE, ASSIGNMENT, DEATH, APPOINTMENT OF RECEIVER OR OTHERWISE,  
26 THE LANDLORD SHALL WITHIN 30 DAYS AFTER CONVEYANCE, TRANSFER THE  
27 SECURITY DEPOSITS AND INTEREST THERETO REMAINING AFTER ANY  
28 LAWFUL DEDUCTIONS, PURSUANT TO SECTION 402, TO THE LANDLORD'S  
29 SUCCESSOR IN INTEREST AND SHALL WITHIN 30 DAYS AFTER CONVEYANCE  
30 NOTIFY THE TENANTS BY REGULAR MAIL OF SUCH TRANSFER, THE AMOUNT

1 TRANSFERRED AND OF THE TRANSFEREE'S NAME AND ADDRESS.

2 (B) COMPLIANCE BY THE LANDLORD WITH SUBSECTION (A) SHALL  
3 RELIEVE THE LANDLORD OF FURTHER LIABILITY WITH RESPECT TO  
4 SECURITY DEPOSITS AND INTEREST THERETO.

5 ARTICLE V

6 TENANT OBLIGATIONS

7 SECTION 501. TENANT TO MAINTAIN DWELLING UNIT.--THE TENANT  
8 SHALL:

9 (1) COMPLY WITH ALL OBLIGATIONS PRIMARILY IMPOSED UPON  
10 TENANTS BY APPLICABLE PROVISIONS OF BUILDING AND HOUSING CODES  
11 MATERIALLY AFFECTING HEALTH AND SAFETY;

12 (2) KEEP THAT PART OF THE PREMISES THAT HE OCCUPIES AND USES  
13 AS REASONABLY CLEAN AND SAFE AS THE CONDITION OF THE PREMISES  
14 PERMIT;

15 (3) DISPOSE FROM HIS DWELLING UNIT ALL ASHES, RUBBISH,  
16 GARBAGE AND OTHER WASTE IN A CLEAN AND SAFE MANNER;

17 (4) KEEP ALL PLUMBING FIXTURES IN THE DWELLING UNIT OR USED  
18 BY THE TENANT AS REASONABLY CLEAN AS THEIR CONDITION WILL  
19 PERMIT;

20 (5) USE IN A REASONABLE MANNER ALL ELECTRICAL, PLUMBING,  
21 SANITARY, HEATING, VENTILATING, AIR CONDITIONING AND OTHER  
22 FACILITIES AND APPLIANCES INCLUDING ELEVATORS AND SECURITY  
23 SYSTEMS IN THE PREMISES;

24 (6) NOT DELIBERATELY OR NEGLIGENTLY DESTROY, DEFACE, DAMAGE,  
25 IMPAIR OR REMOVE ANY PART OF THE PREMISES OR KNOWINGLY PERMIT  
26 ANY PERSON TO DO SO;

27 (7) CONDUCT HIMSELF AND REQUIRE OTHER PERSONS ON THE  
28 PREMISES WITH HIS CONSENT TO CONDUCT THEMSELVES IN A REASONABLE  
29 MANNER THAT WILL NOT UNDULY DISTURB HIS NEIGHBORS' PEACEFUL  
30 ENJOYMENT OF THE PREMISES;

(8) THE TENANT MUST NOTIFY THE LANDLORD IN WRITING OF ANY  
EMERGENCY MAINTENANCE PROBLEMS AS SOON AS POSSIBLE; AND

(9) SURRENDER POSSESSION OF THE LEASED PREMISES PEACEABLY ON  
OR BEFORE THE TERMINATION DATE OF THE RENTAL AGREEMENT.

SECTION 502. RULES AND REGULATIONS.--A LANDLORD, FROM TIME  
TO TIME, MAY ADOPT RULES AND REGULATIONS, HOWEVER DESCRIBED,  
CONCERNING THE TENANT'S USE AND OCCUPANCY OF THE PREMISES. IT IS  
ENFORCEABLE AGAINST THE TENANT ONLY IF:

(1) ITS PURPOSE IS TO PROMOTE THE CONVENIENCE, SAFETY OR  
WELFARE OF THE TENANTS IN THE PREMISES, PRESERVE THE LANDLORD'S  
PROPERTY FROM ABUSIVE USE OR MAKE A FAIR DISTRIBUTION OF  
SERVICES AND FACILITIES HELD OUT FOR THE TENANTS GENERALLY;

(2) IT IS REASONABLY RELATED TO THE PURPOSE FOR WHICH IT IS  
ADOPTED;

(3) IT APPLIES TO ALL TENANTS IN THE PREMISES IN A FAIR  
MANNER;

(4) IT IS SUFFICIENTLY EXPLICIT IN ITS PROHIBITION,  
DIRECTION OR LIMITATION OF THE TENANT'S CONDUCT TO FAIRLY INFORM  
HIM OF WHAT HE MUST OR MUST NOT DO TO COMPLY;

(5) IT IS NOT FOR THE PURPOSE OF EVADING THE OBLIGATIONS OF  
THE LANDLORD; AND

(6) THE TENANT HAS NOTICE OF IT AT THE TIME HE ENTERS INTO A  
RENTAL AGREEMENT.

A RULE OR REGULATION ADOPTED AFTER THE TENANT ENTERS INTO THE  
RENTAL AGREEMENT IS ENFORCEABLE AGAINST THE TENANT IF 30 DAYS'  
NOTICE OF ITS ADOPTION IS GIVEN TO THE TENANT AND IT DOES NOT  
WORK A SUBSTANTIAL MODIFICATION OF THE TENANT'S BARGAIN, EXCEPT  
IN THE CASE OF AN EMERGENCY AFFECTING LIFE, HEALTH OR SAFETY.

SECTION 503. ACCESS.--(A) THE TENANT SHALL NOT UNREASONABLY  
WITHHOLD CONSENT TO THE LANDLORD OR HIS AUTHORIZED AGENT TO

1 ENTER INTO THE RESIDENTIAL DWELLING UNIT IN ORDER TO INSPECT THE  
2 PREMISES, MAKE NECESSARY OR AGREED REPAIRS, DECORATIONS,  
3 ALTERATIONS, OR IMPROVEMENTS, SUPPLY NECESSARY OR AGREED  
4 SERVICES, OR EXHIBIT THE DWELLING UNIT TO PROSPECTIVE OR ACTUAL  
5 PURCHASERS, MORTGAGEES, TENANTS, WORKMEN, CONTRACTORS, INSURERS,  
6 OR PROSPECTIVE INSURERS.

7 (B) THE LANDLORD MAY ENTER THE RESIDENTIAL DWELLING UNIT  
8 WITHOUT THE CONSENT OF THE TENANT IN CASE OF EMERGENCY.

9 (C) THE LANDLORD SHALL NOT ABUSE THE RIGHT OF ACCESS OR USE  
10 IT TO HARASS THE TENANTS. EXCEPT IN CASE OF EMERGENCY OR IF IT  
11 IS IMPRACTICABLE TO DO SO, THE LANDLORD SHALL GIVE THE TENANT AT  
12 LEAST 24 HOURS' NOTICE OF HIS INTENT TO ENTER AND ENTER ONLY AT  
13 REASONABLE TIMES.

14 (D) THE LANDLORD HAS NO OTHER RIGHT OF ACCESS EXCEPT BY  
15 COURT ORDER, AND AS PERMITTED BY SECTION 702, OR IF THE TENANT  
16 HAS ABANDONED OR SURRENDERED THE PREMISES.

17 (E) A TENANT MAY INSTALL A SPECIAL LOCK ON HIS DWELLING  
18 ENTRANCE DOOR ONLY AFTER PROCURING WRITTEN PERMISSION OF THE  
19 LANDLORD AND SHALL BE REQUIRED TO GIVE THE LANDLORD A KEY FOR  
20 SUCH SPECIAL LOCK INSTALLED BY THE TENANT IN ORDER THAT THE  
21 LANDLORD MAY GAIN ACCESS TO THE PREMISES IN THE EVENT OF AN  
22 EMERGENCY.

23 (F) AFTER NOTICE TO TERMINATE THE RENTAL AGREEMENT HAS BEEN  
24 GIVEN BY EITHER THE LANDLORD OR THE TENANT, THE LANDLORD SHALL  
25 HAVE THE RIGHT TO SHOW THE DWELLING AREA TO A PROSPECTIVE TENANT  
26 AT ANY REASONABLE TIME AFTER 24 HOURS' NOTICE AND TO POST SIGNS  
27 INDICATING THAT THE DWELLING UNIT IS AVAILABLE FOR SALE OR  
28 RENTAL.

29 SECTION 504. TENANT TO USE AND OCCUPY.--UNLESS OTHERWISE  
30 AGREED, THE TENANT SHALL OCCUPY HIS RESIDENTIAL DWELLING UNIT

1 ONLY AS A RESIDENTIAL DWELLING UNIT.

2 ARTICLE VI

3 TENANT REMEDIES

4 SECTION 601. NONCOMPLIANCE BY LANDLORD.--EXCEPT AS PROVIDED  
5 IN THIS ACT, THE TENANT MAY RECOVER DAMAGES AND OBTAIN  
6 INJUNCTIVE RELIEF FOR ANY NONCOMPLIANCE BY THE LANDLORD WITH THE  
7 RENTAL AGREEMENT OR SECTION 405.

8 SECTION 602. FAILURE TO DELIVER POSSESSION.--IF THE LANDLORD  
9 FAILS TO DELIVER POSSESSION OF THE DWELLING UNIT TO THE TENANT  
10 AS PROVIDED IN SECTION 403, RENT ABATES UNTIL POSSESSION IS  
11 DELIVERED AND THE TENANT MAY:

12 (1) UPON AT LEAST FIVE DAYS' WRITTEN NOTICE TO THE LANDLORD  
13 TERMINATE THE RENTAL AGREEMENT AND UPON TERMINATION THE LANDLORD  
14 SHALL RETURN ALL PREPAID RENT AND SECURITY; OR

15 (2) DEMAND PERFORMANCE OF THE RENTAL AGREEMENT BY THE  
16 LANDLORD AND, IF THE TENANT ELECTS, MAINTAIN AN ACTION FOR  
17 POSSESSION OF THE DWELLING UNIT AGAINST THE LANDLORD OR ANY  
18 PERSON WRONGFULLY IN POSSESSION AND RECOVER THE DAMAGES  
19 SUSTAINED BY HIM.

20 IF A PERSON WHO IS IN WRONGFUL POSSESSION FAILS TO DELIVER  
21 POSSESSION AND IS WILFUL AND NOT IN GOOD FAITH, AN AGGRIEVED  
22 TENANT MAY RECOVER FROM THAT PERSON AN AMOUNT NOT MORE THAN THE  
23 ACTUAL DAMAGES SUSTAINED BY HIM.

24 SECTION 603. MINOR DEFECTS.--IF THE LANDLORD FAILS TO COMPLY  
25 WITH THE RENTAL AGREEMENT OR SECTION 406 AND DOES NOT REMEDY THE  
26 FAILURE OR NONCOMPLIANCE THE TENANT MAY NOTIFY THE DEPARTMENT OF  
27 LICENSE AND INSPECTIONS OF ANY CITY OF THE FIRST CLASS, OR THE  
28 DEPARTMENT OF PUBLIC SAFETY OF ANY CITY OF THE SECOND CLASS,  
29 SECOND CLASS A, OR THIRD CLASS AS THE CASE MAY BE, OR ANY PUBLIC  
30 HEALTH DEPARTMENT OF ANY SUCH CITY, OR OF THE COUNTY IN WHICH

1 SUCH CITY IS LOCATED OR THE TENANT MAY INSTITUTE A SUMMARY  
2 PROCEEDING.

3 SECTION 604. FIRE OR CASUALTY DAMAGE.--(A) IF THE DWELLING  
4 UNIT OR PREMISES ARE DAMAGED OR DESTROYED BY FIRE OR CASUALTY TO  
5 AN EXTENT THAT ENJOYMENT OF THE DWELLING UNIT IS SUBSTANTIALLY  
6 IMPAIRED THE TENANT MAY:

7 (1) IF CONTINUED OCCUPANCY IS UNLAWFUL, IMMEDIATELY VACATE  
8 THE PREMISES AND NOTIFY THE LANDLORD IN WRITING WITHIN 14 DAYS  
9 THEREAFTER OF HIS INTENTION TO TERMINATE THE RENTAL AGREEMENT,  
10 IN WHICH CASE THE RENTAL AGREEMENT TERMINATES AS OF THE DATE OF  
11 VACATING; OR

12 (2) IF CONTINUED OCCUPANCY IS LAWFUL, VACATE ANY PART OF THE  
13 DWELLING UNIT RENDERED UNUSABLE BY THE FIRE OR CASUALTY IN WHICH  
14 CASE THE TENANT'S LIABILITY FOR RENT IS REDUCED IN PROPORTION TO  
15 THE DIMINUTION IN THE FAIR RENTAL VALUE OF THE DWELLING UNIT.

16 (B) IF THE RENTAL AGREEMENT IS TERMINATED THE LANDLORD SHALL  
17 RETURN ALL OF THE SECURITY DEPOSIT OR PORTION THEREOF  
18 RECOVERABLE UNDER SECTION 402. ACCOUNTING FOR RENT IN THE EVENT  
19 OF TERMINATION OR APPORTIONMENT IS TO OCCUR AS OF THE DATE OF  
20 VACATING.

21 (C) THIS SECTION SHALL NOT APPLY IF THE DWELLING UNIT OR  
22 PREMISES ARE DAMAGED OR DESTROYED BY FIRE OR CASUALTY CAUSED BY  
23 THE DELIBERATE OR NEGLIGENT ACT OR OMISSION OF THE TENANT,  
24 MEMBER OF HIS FAMILY OR OTHER PERSON ON THE PREMISES WITH HIS  
25 CONSENT.

26 SECTION 605. TENANT'S REMEDIES FOR LANDLORD'S UNLAWFUL  
27 OUSTER, EXCLUSION OR DIMINUTION OF SERVICE.--IF THE LANDLORD  
28 UNLAWFULLY REMOVES OR EXCLUDES THE TENANT FROM THE PREMISES OR  
29 WILFULLY DIMINISHES SERVICES TO THE TENANT BY INTERRUPTING OR  
30 CAUSING THE INTERRUPTION OF ELECTRIC, GAS, WATER OR OTHER



1 ESSENTIAL SERVICE TO THE TENANT, THE TENANT MAY RECOVER  
2 POSSESSION OR RESORT TO THE REMEDIES PROVIDED FOR IN ARTICLE VI,  
3 AND, IN EITHER CASE, RECOVER THE ACTUAL DAMAGES SUSTAINED BY  
4 HIM.

5 ARTICLE VII

6 LANDLORD REMEDIES

7 SECTION 701. FAILURE TO MAINTAIN.--IF THERE IS NONCOMPLIANCE  
8 BY THE TENANT WITH SECTION 501 MATERIALLY AFFECTING HEALTH AND  
9 SAFETY THAT CAN BE REMEDIED BY REPAIR, REPLACEMENT OF A DAMAGED  
10 ITEM OR CLEANING AND THE TENANT FAILS TO COMPLY AS PROMPTLY AS  
11 CONDITIONS REQUIRE IN CASE OF EMERGENCY OR WITHIN 14 DAYS AFTER  
12 WRITTEN NOTICE BY THE LANDLORD SPECIFYING THE BREACH AND  
13 REQUESTING THAT THE TENANT REMEDY IT WITHIN THAT PERIOD OF TIME,  
14 THE LANDLORD MAY ENTER THE DWELLING UNIT AND CAUSE THE WORK TO  
15 BE DONE IN A WORKMANLIKE MANNER AND SUBMIT AN ITEMIZED BILL FOR  
16 THE ACTUAL AND REASONABLE COST OR THE FAIR AND REASONABLE VALUE  
17 THEREOF ON THE NEXT DATE WHEN PERIODIC RENT IS DUE, OR IF THE  
18 RENTAL AGREEMENT HAS TERMINATED, FOR IMMEDIATE PAYMENT. THESE  
19 COSTS ARE TO BE CONSIDERED AS RENT DUE AND THE SAME REMEDIES FOR  
20 COLLECTION OF THEM APPLY AS IF THEY WERE RENT DUE.

21 SECTION 702. REMEDY AFTER TERMINATION.--IF THE RENTAL  
22 AGREEMENT IS TERMINATED, THE LANDLORD MAY HAVE A CLAIM FOR  
23 POSSESSION AND FOR RENT AND A SEPARATE CLAIM FOR ACTUAL DAMAGES  
24 FOR BREACH OF THE RENTAL AGREEMENT.

25 SECTION 703. RECOVERY OF RENT BY ASSUMPSIT AND DISTRESS.--  
26 (A) ANY LANDLORD MAY RECOVER FROM A TENANT RENT IN ARREARS IN AN  
27 ACTION OF ASSUMPSIT AS DEBTS OF SIMILAR AMOUNT ARE BY LAW  
28 RECOVERABLE. IN ANY SUCH ACTION, INTEREST AT THE LEGAL RATE ON  
29 THE AMOUNT OF RENT DUE MAY BE ALLOWED IF DEEMED EQUITABLE UNDER  
30 THE CIRCUMSTANCES OF THE PARTICULAR CASE.

1 (B) PERSONAL PROPERTY LOCATED UPON THE PREMISES OCCUPIED BY  
2 A TENANT SHALL BE SUBJECT TO DISTRESS FOR ANY RENT RESERVED AND  
3 DUE. THE DISTRESS MAY BE MADE BY THE LANDLORD OR BY HIS AGENT IF  
4 AUTHORIZED IN WRITING.

5 NOTICE IN WRITING OF SUCH DISTRESS, STATING THE CAUSE OF THE  
6 DISTRESS, SPECIFYING THE DATE OF LEVY AND THE PERSONAL PROPERTY  
7 DISTRAINED SUFFICIENTLY TO INFORM THE TENANT OR OWNER WHAT  
8 PERSONAL PROPERTY IS DISTRAINED AND THE AMOUNT OF RENT IN  
9 ARREARS, SHALL BE GIVEN, WITHIN FIVE DAYS AFTER MAKING THE  
10 DISTRESS, TO THE TENANT AND ANY OTHER OWNER KNOWN TO THE  
11 LANDLORD, PERSONALLY, OR BY MAILING THE SAME TO THE TENANT OR  
12 ANY OTHER OWNER AT THE PREMISES, OR BY POSTING THE SAME  
13 CONSPICUOUSLY ON THE PREMISES CHARGED WITH THE RENT.

14 A LANDLORD OR HIS AGENT MAY ALSO, IN THE MANNER ABOVE  
15 PROVIDED, DISTRAIN PERSONAL PROPERTY LOCATED ON THE PREMISES,  
16 BUT ONLY THAT BELONGING TO THE TENANT, FOR ARREARS OF RENT DUE  
17 ON ANY LEASE WHICH HAS TERMINATED.

18 (C) THE LANDLORD OR HIS AGENT SHALL, WITHIN FIVE DAYS AFTER  
19 MAKING THE DISTRESS, FILE AN ACTION IN ASSUMPSIT FOR THE AMOUNT  
20 OF RENT IN ARREARS. THE LANDLORD SHALL NOT HAVE THE RIGHT OF  
21 SALE UNDER THE DISTRESS, BUT MAY RECOVER RENT IN ARREARS IN THE  
22 ACTION OF ASSUMPSIT AS DEBTS OF SIMILAR AMOUNT ARE BY LAW  
23 RECOVERABLE.

24 (D) IT SHALL BE A MISDEMEANOR FOR ANY TENANT OF ANY REAL  
25 PROPERTY TO REMOVE FROM THE DEMISED PREMISES ANY PERSONAL  
26 PROPERTY WHICH HAS BEEN DISTRAINED UPON UNLESS:

27 (1) THE RENT IN ARREARS BE PAID IN FULL AND THE LANDLORD  
28 DISCONTINUE THE DISTRESS; OR

29 (2) ANY COURT OF RECORD OR COURT NOT OF RECORD HAVING  
30 JURISDICTION IN CIVIL ACTIONS SHALL FIND AGAINST THE LANDLORD

1 AND DISCONTINUE THE DISTRESS.

2 (E) IN CASE ANY TENANT OF ANY REAL PROPERTY SHALL REMOVE  
3 FROM THE PREMISES HIS PERSONAL PROPERTY WITH INTENT TO PREVENT  
4 THE LANDLORD FROM DISTRAINING THE SAME FOR ARREARS OF RENT, IT  
5 SHALL BE LAWFUL FOR THE LANDLORD OR HIS AGENT, WITHIN THE SPACE  
6 OF 90 DAYS FOLLOWING THE REMOVAL, TO DISTRAIN AGAINST SUCH  
7 PERSONAL PROPERTY, WHEREVER IT MAY BE FOUND, FOR THE ARREARS OF  
8 RENT AND TO PROCEED AS PROVIDED IN THIS SECTION, THE SAME AS IF  
9 THE PERSONAL PROPERTY HAD ACTUALLY BEEN DISTRAINED UPON ON THE  
10 PREMISES.

11 ARTICLE VIII

12 PERIODIC TENANCY; HOLDOVER; ABUSE OF ACCESS

13 SECTION 801. PERIODIC TENANCY; HOLDOVER REMEDIES.--(A) THE  
14 LANDLORD OR THE TENANT MAY TERMINATE A WEEK-TO-WEEK TENANCY BY A  
15 WRITTEN NOTICE GIVEN TO THE OTHER AT LEAST SEVEN DAYS PRIOR TO  
16 THE TERMINATION DATE SPECIFIED IN THE NOTICE.

17 (B) THE LANDLORD OR THE TENANT MAY TERMINATE A TENANCY  
18 LONGER THAN A WEEK-TO-WEEK TENANCY AND UP TO AND INCLUDING A  
19 MONTH-TO-MONTH TENANCY BY A WRITTEN NOTICE GIVEN TO THE OTHER AT  
20 LEAST 30 DAYS PRIOR TO THE PERIODIC RENTAL DATE SPECIFIED IN THE  
21 NOTICE.

22 (C) IN A TENANCY OF MORE THAN MONTH-TO-MONTH, IN THE ABSENCE  
23 OF AN AGREEMENT TO THE CONTRARY REGARDING NOTICE, 90 DAYS'  
24 NOTICE SHALL BE REQUIRED.

25 (D) IF THE TENANT REMAINS IN POSSESSION WITHOUT THE  
26 LANDLORD'S CONSENT AFTER EXPIRATION OF THE TERM OF THE RENTAL  
27 AGREEMENT OR ITS TERMINATION, THE LANDLORD MAY BRING AN ACTION  
28 FOR POSSESSION AND IN ADDITION, MAY RECOVER THE ACTUAL DAMAGE  
29 SUSTAINED BY HIM. IF THE LANDLORD CONSENTS TO THE TENANT'S  
30 CONTINUED OCCUPANCY, SECTION 301(D) APPLIES.

1 SECTION 802. LANDLORD AND TENANT REMEDIES FOR ABUSE OF  
2 ACCESS.--(A) IF THE TENANT REFUSES TO ALLOW LAWFUL ACCESS, THE  
3 LANDLORD MAY OBTAIN INJUNCTIVE RELIEF TO COMPEL ACCESS. THE  
4 LANDLORD MAY RECOVER ACTUAL DAMAGES.

5 (B) IF THE LANDLORD MAKES AN UNLAWFUL ENTRY OR A LAWFUL  
6 ENTRY IN AN UNREASONABLE MANNER OR MAKES REPEATED DEMANDS FOR  
7 ENTRY OTHERWISE LAWFUL BUT WHICH HAVE THE EFFECT OF UNREASONABLY  
8 HARASSING THE TENANT, THE TENANT MAY OBTAIN INJUNCTIVE RELIEF TO  
9 PREVENT THE RECURRENCE OF THE CONDUCT. THE TENANT MAY RECOVER  
10 ACTUAL DAMAGES.

11 SECTION 803. ACCESS BY LANDLORD UNDER SPECIAL  
12 CIRCUMSTANCES.--NO PROVISION OF THIS ACT SHALL BE CONSTRUED TO  
13 DENY A LANDLORD IMMEDIATE ACCESS TO THE LEASED PREMISES BY ANY  
14 MEANS WHATSOEVER, IN THE EVENT OF AN EMERGENCY, WHEN SUCH ACCESS  
15 IS REQUIRED FOR THE PURPOSE OF PRESERVING THE LIFE, HEALTH AND  
16 SAFETY OF ANY PERSON, OR FOR THE PURPOSE OF PRESERVING THE  
17 LEASED PROPERTY OR ANY PROPERTY BELONGING TO THE TENANT OR AT  
18 THE DIRECTION OF ANY LAW ENFORCEMENT AGENCY.

## 19 ARTICLE IX

### 20 RETALIATORY ACTION

21 SECTION 901. RETALIATORY CONDUCT PROHIBITED.--(A) EXCEPT AS  
22 PROVIDED IN THIS SECTION, A LANDLORD MAY NOT RETALIATE AGAINST A  
23 TENANT BY INCREASING RENT OR DECREASING SERVICES AGREED TO IN  
24 THE RENTAL AGREEMENT OR BY BRINGING OR THREATENING TO BRING AN  
25 ACTION FOR POSSESSION AFTER:

26 (1) THE TENANT HAS COMPLAINED TO A GOVERNMENTAL AGENCY  
27 CHARGED WITH RESPONSIBILITY FOR ENFORCEMENT OF A BUILDING OR  
28 HOUSING CODE OF A VIOLATION APPLICABLE TO THE PREMISES  
29 MATERIALLY AFFECTING HEALTH AND SAFETY;

30 (2) THE TENANT HAS COMPLAINED TO THE LANDLORD OR HIS

DESIGNATED AGENT OF A VIOLATION UNDER SECTION 601; OR

(3) THE TENANT HAS ORGANIZED OR BECOME A MEMBER OF A  
TENANTS' UNION OR SIMILAR ORGANIZATION.

(B) IF THE LANDLORD ACTS IN VIOLATION OF SUBSECTION (A), THE  
TENANT IS ENTITLED TO REMEDIES PROVIDED IN SECTION 605 AND HAS A  
DEFENSE IN ACTION AGAINST HIM FOR POSSESSION. IN AN ACTION BY OR  
AGAINST THE TENANT, EVIDENCE OF SUCH COMPLAINT WITHIN ONE YEAR  
PRIOR TO THE ALLEGED ACT OF RETALIATION MAY BE CONSIDERED AS A  
FACTOR IN DETERMINING THE PROPRIETY OF THE LANDLORD'S CONDUCT.

(C) NOTWITHSTANDING SUBSECTION (A) AND (B), A LANDLORD MAY  
BRING AN ACTION FOR POSSESSION IF:

(1) THE VIOLATION OF THE APPLICABLE BUILDING OR HOUSING CODE  
WAS CAUSED PRIMARILY BY LACK OF REASONABLE CARE BY THE TENANT OR  
OTHER PERSON IN HIS HOUSEHOLD OR UPON THE PREMISES WITH HIS  
CONSENT;

(2) THE TENANT IS IN DEFAULT IN RENT;

(3) COMPLIANCE WITH THE APPLICABLE BUILDING OR HOUSING CODE  
REQUIRES ALTERATION OR REMODELING WHICH WOULD EFFECTIVELY  
DEPRIVE THE TENANT OF USE OF THE DWELLING UNIT; OR

(4) THE RENTAL AGREEMENT HAS BEEN TERMINATED PURSUANT TO THE  
TERMS OF THE LEASE.

THE MAINTENANCE OF THE ACTION DOES NOT RELEASE THE LANDLORD  
FROM LIABILITY UNDER SECTION 601.

#### ARTICLE X

##### SUMMARY PROCEEDING FOR POSSESSION

SECTION 1001. NOTICE OF TERMINATION OF LEASE.--(A) A  
LANDLORD DESIROUS OF REPOSSESSING REAL PROPERTY FROM A TENANT  
MAY NOTIFY, IN WRITING, THE TENANT TO REMOVE FROM THE REAL  
PROPERTY AT THE EXPIRATION OF THE TIME SPECIFIED IN THE NOTICE  
UNDER ANY ONE OF THE FOLLOWING CIRCUMSTANCES:

1 (1) THE TENANT CONTINUES IN POSSESSION OF ANY PART OF THE  
2 LEASED PREMISES AFTER THE EXPIRATION OF THE RENTAL AGREEMENT  
3 WITHOUT THE PERMISSION OF THE LANDLORD.

4 (2) THE TENANT HAS FAILED TO PAY THE AGREED RENT.

5 (3) THE TENANT HAS BREACHED AN OBLIGATION RELATING TO HIS  
6 USE OF THE PREMISES UNDER THE RENTAL AGREEMENT.

7 (4) THE TENANT REFUSED TO YIELD POSSESSION OF THE RENTAL  
8 UNIT AFTER A FIRE OR CASUALTY, WHERE COMPLIANCE WITH APPLICABLE  
9 BUILDING OR HOUSING CODE REQUIRES ALTERATION WHICH WOULD  
10 EFFECTIVELY DEPRIVE THE TENANT OF USE OF THE DWELLING UNIT.

11 (B) IN THE EVENT THERE SHALL BE NO WRITTEN LEASE, THE  
12 WRITTEN NOTICE OF TERMINATION SHALL SPECIFY THAT THE TENANT  
13 SHALL REMOVE WITHIN 15 DAYS FROM THE DATE OF SERVICE THEREOF.

14 (C) IN THE EVENT THERE SHALL BE A WRITTEN LEASE, NOTICE OF  
15 TERMINATION SHALL BE FOR THE PERIOD SO PROVIDED BY THE LEASE OR  
16 MAY BE WAIVED BY THE TENANT IF THE LEASE SO PROVIDES.

17 (D) THE NOTICE PROVIDED FOR IN THIS SECTION MAY BE SERVED  
18 PERSONALLY ON THE TENANT, OR BY LEAVING THE SAME UPON THE  
19 PREMISES OF THE TENANT, OR BY POSTING THE SAME ON THE LEASED  
20 PREMISES OR BY CERTIFIED OR REGISTERED MAIL.

21 SECTION 1002. WHERE PROCEEDINGS FOR POSSESSION SHALL TAKE  
22 PLACE.--(A) JURISDICTION AND VENUE:

23 (1) FOR PROPERTIES LOCATED IN CITIES OF THE FIRST CLASS, A  
24 PROCEEDING TO RECOVER THE POSSESSION OF PREMISES SHALL BE  
25 MAINTAINED IN THE MUNICIPAL COURT.

26 (2) IN ALL OTHER COUNTIES, A PROCEEDING TO RECOVER THE  
27 POSSESSION OF PREMISES SHALL BE BROUGHT BEFORE A JUSTICE OF THE  
28 PEACE IN AND ONLY IN THE MAGISTERIAL DISTRICT WHERE THE WHOLE OR  
29 PART OF THE REAL PROPERTY, POSSESSION OF WHICH IS SOUGHT TO BE  
30 RECOVERED, IS LOCATED.

(B) WHO MAY MAINTAIN PROCEEDING:

(1) IN CITIES OF THE FIRST CLASS, ONLY THE LANDLORD, OWNER, MORTGAGEE IN POSSESSION OR THEIR ATTORNEY MAY INITIATE A PROCEEDING FOR POSSESSION.

(2) IN ALL OTHER COUNTIES:

(I) THE LANDLORD OR HIS DULY AUTHORIZED AGENT;

(II) THE OWNER OR HIS DULY AUTHORIZED AGENT;

(III) THE MORTGAGEE IN POSSESSION OR HIS DULY AUTHORIZED AGENT.

SECTION 1003. COMPLAINT.--(A) IF THE TENANT SHALL FAIL TO REMOVE FROM THE PREMISES IN COMPLIANCE WITH THE NOTICE OF TERMINATION, THE LANDLORD, OWNER, MORTGAGEE IN POSSESSION OR THEIR ATTORNEY MAY COMPLAIN IN WRITING TO THE MUNICIPAL COURT IN CITIES OF THE FIRST CLASS OR TO JUSTICES OF THE PEACE IN ALL OTHER COUNTIES. THE COMPLAINT MAY BE FILED BY THE LANDLORD, OWNER, MORTGAGEE IN POSSESSION OR THEIR ATTORNEY AT ANY TIME AFTER SERVICE OF THE NOTICE OF TERMINATION HAS BEEN MADE. THE HEARING, HOWEVER, SHALL NOT BE HEARD UNTIL THE NOTICE TO VACATE PERIOD HAS EXPIRED.

(B) THE LANDLORD'S COMPLAINT SHALL SET FORTH WITH DATES AND AMOUNTS:

(1) THAT HE IS THE LANDLORD, OWNER OR MORTGAGEE IN POSSESSION OF THE PROPERTY TO WHICH THE TENANT WAS NOTIFIED TO VACATE.

(2) THAT HE DEMISED THE PREMISES FOR A PERIOD TO THE TENANT OR SUBTENANT.

(3) THAT DUE NOTICE TO REMOVE HAS BEEN GIVEN TO THE TENANT.

(4) THAT THE TERM FOR WHICH THE PREMISES WAS DEMISED IS FULLY ENDED OR THAT A BREACH HAS OCCURRED WHICH AMOUNTS TO A FORFEITURE OR THAT ANY RENT RESERVED AND DUE HAS, UPON DEMAND,

1 REMAINED UNSATISFIED, AS THE CASE MAY BE.

2 (5) THAT THE TENANT RETAINS THE PREMISES.

3 (6) THE AMOUNT OF RENT, IF ANY, WHICH REMAINS DUE AND UNPAID  
4 AND THE AMOUNT OF DAMAGES CLAIMED, IF ANY.

5 SECTION 1004. METHOD OF SERVICE OF THE COMPLAINT.--(A) UPON  
6 FILING OF THE COMPLAINT, SERVICE SHALL BE MADE ON THE TENANT,  
7 COMMANDING HIM TO APPEAR TO ANSWER SAID COMPLAINT ON A DAY NOT  
8 LESS THAN FIVE NOR MORE THAN 14 DAYS FROM THE DATE OF THE  
9 COMPLAINT AND AT A TIME FIXED THEREIN. IN CITIES OF THE FIRST  
10 CLASS, SERVICE SHALL BE MADE BY WRIT SERVERS OF THE MUNICIPAL  
11 COURT.

12 (B) IN ALL OTHER COUNTIES, THE JUSTICE OF THE PEACE MAY MAKE  
13 SERVICE OF THE COMPLAINT OR SHALL DIRECT ANY CONSTABLE OR THE  
14 SHERIFF OF THE COUNTY TO MAKE SUCH SERVICE. IN ALL COUNTIES OF  
15 THE COMMONWEALTH, SUCH COMPLAINT MAY BE SERVED PERSONALLY ON THE  
16 TENANT, OR BY MAILING THE SAME TO THE TENANT OR BY POSTING THE  
17 SAME ON THE LEASED PREMISES.

18 (C) WHEN THE TENANT IS A CORPORATION OR SIMILAR ENTITY,  
19 SERVICE OF THE COMPLAINT SHALL BE MADE PURSUANT TO THE  
20 REQUIREMENTS FOR SERVICE OF PROCESS ON A CORPORATION OR SIMILAR  
21 ENTITY UNDER THE PENNSYLVANIA RULES OF CIVIL PROCEDURE.

22 SECTION 1005. ANSWER TO THE COMPLAINT.--AT THE TIME WHEN THE  
23 COMPLAINT IS TO BE HEARD, THE DEFENDANT, OR ANY PERSON IN  
24 POSSESSION OR CLAIMING POSSESSION OF THE RENTAL UNIT, MAY  
25 ANSWER, ORALLY OR IN WRITING. IF THE ANSWER IS ORAL, THE  
26 SUBSTANCE THEREOF SHALL BE ENDORSED ON THE TRANSCRIPT.

27 SECTION 1006. TRIAL.--(A) ON THE DAY AND AT THE TIME  
28 APPOINTED, THE CASE SHALL BE HEARD IN THE MUNICIPAL COURT IN  
29 CITIES OF THE FIRST CLASS OR IN THE COURT OF THE JUSTICE OF THE  
30 PEACE IN ALL OTHER COUNTIES.



1 (B) IF IT SHALL APPEAR THAT THE COMPLAINT HAS BEEN  
2 SUFFICIENTLY PROVEN, THE COURT SHALL ENTER JUDGMENT AGAINST THE  
3 TENANT THAT THE REAL PROPERTY BE DELIVERED UP TO THE OWNER AND  
4 JUDGMENT AGAINST THE TENANT FOR DAMAGES, IF ANY, FOR THE UNPAID  
5 DETENTION OF THE DEMISED PREMISES, AS WELL AS FOR THE AMOUNT OF  
6 RENT, WHICH REMAINS DUE AND UNPAID AND FOR THE COSTS OF THE  
7 PROCEEDING.

8 (C) NO DEFAULT JUDGMENT AGAINST THE DEFENDANT SHALL BE  
9 ENTERED UNLESS THE COURT IS SATISFIED THAT THE DEFENDANT HAS  
10 BEEN PROPERLY SERVED WITH A COPY OF THE COMPLAINT, PURSUANT TO  
11 SECTION 1004.

12 (D) AFTER THE FIFTH DAY FOLLOWING THE HEARING, IN WHICH A  
13 JUDGMENT HAS BEEN RENDERED IN FAVOR OF THE LANDLORD, OWNER OR  
14 MORTGAGEE IN POSSESSION, THE SHERIFF OR ANY CONSTABLE OF THE  
15 COUNTY IN WHICH THE PROPERTY IS LOCATED, AT THE DIRECTION OF THE  
16 LANDLORD, OWNER OR MORTGAGEE IN POSSESSION SHALL SERVE A WRIT OF  
17 POSSESSION UPON THE TENANT, COMMANDING HIM TO DELIVER ACTUAL  
18 POSSESSION OF THE REAL PROPERTY TO THE LANDLORD, OWNER OR  
19 MORTGAGEE IN POSSESSION. SERVICE OF SAID WRIT OF POSSESSION  
20 SHALL BE MADE BY THE SHERIFF OR ANY CONSTABLE OF THE COUNTY  
21 WITHIN 48 HOURS AFTER DELIVERY OF THE WRIT TO THE SHERIFF OR  
22 CONSTABLE.

23 (E) IF WITHIN TEN DAYS AFTER SERVICE BY THE SHERIFF OR A  
24 CONSTABLE OF THE WRIT OF POSSESSION THE TENANT HAS FAILED TO  
25 VACATE THE REAL PROPERTY, THE SHERIFF OR A CONSTABLE, AT THE  
26 DIRECTION OF THE LANDLORD, OWNER OR MORTGAGEE IN POSSESSION, AND  
27 WITHOUT FURTHER WRITS, SHALL TURN OVER TO THE LANDLORD, OWNER OR  
28 MORTGAGEE IN POSSESSION ACTUAL PHYSICAL POSSESSION OF THE REAL  
29 PROPERTY AND IN EXECUTING SAID ORDER FOR POSSESSION, THE SHERIFF  
30 OR CONSTABLE SHALL USE SUCH FORCE AS MAY BE NECESSARY TO ENTER

1 UPON THE PROPERTY, BY BREAKING IN OF ANY DOOR OR OTHERWISE AND  
2 TO EJECT THE TENANT AND ANY OTHER UNAUTHORIZED OCCUPANTS AND  
3 SHALL DELIVER POSSESSION OF SAID REAL PROPERTY TO THE LANDLORD,  
4 OWNER, MORTGAGEE IN POSSESSION OR HIS AGENT.

5 (F) IF A WRIT OF EXECUTION HAS BEEN ISSUED THE SHERIFF OR A  
6 CONSTABLE SHALL LEVY UPON THE TENANT'S PROPERTY AND SELL THE  
7 SAME IN ACCORDANCE WITH THE APPLICABLE RULES OF CIVIL PROCEDURE.

8 (G) IF, WITHIN TEN DAYS AFTER SERVICE BY THE SHERIFF OR ANY  
9 CONSTABLE OF THE COUNTY OF THE WRIT OF POSSESSION, THE TENANT  
10 HAS FAILED TO VACATE THE REAL PROPERTY, THE SHERIFF OR ANY  
11 CONSTABLE OF THE COUNTY, AT THE DIRECTION OF THE LANDLORD, OWNER  
12 OR MORTGAGEE IN POSSESSION, AND WITHOUT ANY FURTHER WRITS, SHALL  
13 TURN OVER TO THE LANDLORD, OWNER OR MORTGAGEE IN POSSESSION,  
14 ACTUAL PHYSICAL POSSESSION OF THE PROPERTY WHICH SHALL INCLUDE  
15 BUT NOT BE LIMITED TO REMOVAL OF ALL PERSONAL PROPERTY AND/OR  
16 THE TENANTS FROM THE DEMISED PREMISES. AT ANY TIME AFTER THE  
17 HEARING, AND BEFORE ANY WRIT OF POSSESSION IS ACTUALLY EXECUTED,  
18 THE LANDLORD, OWNER OR MORTGAGEE IN POSSESSION MAY, IN ANY CASE  
19 FOR THE RECOVERY OF POSSESSION BECAUSE OF FAILURE TO PAY RENT,  
20 ACCEPT FROM THE TENANT ALL RENT DUE AS OF THE DATE OF THE  
21 TENDER, PLUS COSTS AND REASONABLE LEGAL FEES INCURRED BY THE  
22 LANDLORD, OWNER OR MORTGAGEE IN POSSESSION. ACCEPTANCE BY THE  
23 LANDLORD, OWNER OR MORTGAGEE IN POSSESSION OF THE SAID TENDER  
24 SHALL SUPERSEDE AND RENDER THE WRIT OF POSSESSION OF NO EFFECT.

25 SECTION 1007. APPEALS.--(A) CITIES OF THE FIRST CLASS:

26 (1) IN ALL LANDLORD AND TENANT CASES, THE PERIOD OF APPEAL  
27 SHALL BE LIMITED TO FIVE DAYS FOLLOWING THE RENDITION OF  
28 JUDGMENT BY THE COURT.

29 (2) EITHER PARTY, WITHIN FIVE DAYS FROM THE DATE OF THE  
30 JUDGMENT RENDERED BY THE COURT, MAY FILE WITH THE PROTHONOTARY

1 OF THE COMMON PLEAS COURT, NOTICE OF APPEAL, WHICH SHALL INCLUDE  
2 THE FOLLOWING:

3 (I) AN APPEAL FROM THE ADJUDICATION;

4 (II) A COPY OF THE TRANSCRIPT; AND

5 (III) EXCEPTIONS TO THE FINDINGS AND CONCLUSIONS OF THE  
6 COURT.

7 (3) ALL APPEALS FILED SHALL BE HEARD IN THE COMMON PLEAS  
8 MOTION COURT WITHIN 30 DAYS OF THE FILING OF THE APPEAL.

9 (4) WITHIN FIVE DAYS OF THE FILING OF SUCH APPEAL, APPELLANT  
10 SHALL SERVE UPON APPELLEE, COPIES OF THE APPEAL, TRANSCRIPT AND  
11 EXCEPTIONS WHICH WERE FILED WITH THE PROTHONOTARY. UPON FAILURE  
12 OF THE APPELLANT TO COMPLY WITH THIS SECTION, THE PROTHONOTARY  
13 SHALL, UPON PRAECIPE OF THE APPELLEE, MARK THE APPEAL STRICKEN  
14 FROM THE RECORD.

15 (5) BRIEFS MAY BE FILED OR PRESENTED IN WRITING AT THE TIME  
16 OF THE HEARING IN THE MOTION COURT WITH THE PRIOR CONSENT OF THE  
17 JUDGE OF THE MOTION COURT.

18 (6) IT SHALL NOT BE NECESSARY FOR THE MUNICIPAL COURT TO  
19 CERTIFY ITS RECORD, NOR FILE THE RECORD IN THE OFFICE OF THE  
20 PROTHONOTARY, UNLESS EITHER OF THE PARTIES SPECIFICALLY REQUEST  
21 THAT THIS BE DONE. IF THE SPECIFIC REQUEST IS MADE, THE RECORD  
22 SHALL BE CERTIFIED TO THE PROTHONOTARY'S OFFICE WITHIN 20 DAYS  
23 AFTER THE APPEAL IS FILED.

24 (7) APPEALS SHALL BE HEARD BY THE MOTION COURT BASED UPON  
25 THE TRANSCRIPT OF THE MUNICIPAL COURT AND THE EXCEPTIONS FILED  
26 THERETO. NO QUESTION SHALL BE HEARD OR CONSIDERED BY THE MOTION  
27 COURT WHICH WAS NOT RAISED AT THE HEARING BEFORE THE MUNICIPAL  
28 COURT, EXCEPT QUESTIONS INVOLVING THE JURISDICTION OF THE  
29 MUNICIPAL COURT.

30 (8) WHEN THE CASE IS REACHED UPON THE ARGUMENT LIST OF THE

1 MOTION COURT, IT SHALL BE ARGUED ORALLY, UNLESS THE MOTION COURT  
2 HAS PREVIOUSLY PERMITTED THE SUBMISSION OF WRITTEN BRIEFS OR  
3 GRANTS A CONTINUANCE.

4 (B) APPEALS, ALL OTHER COUNTIES.

5 (1) IN ALL LANDLORD AND TENANT CASES, THE PERIOD OF APPEAL  
6 SHALL BE LIMITED TO FIVE DAYS FOLLOWING THE RENDITION OF  
7 JUDGMENT BY THE COURT.

8 (2) EITHER PARTY, WITHIN FIVE DAYS FROM THE DATE OF JUDGMENT  
9 RENDERED BY THE COURT, MAY FILE WITH THE PROTHONOTARY OF THE  
10 COMMON PLEAS COURT WHERE THE PROPERTY IS LOCATED, NOTICE OF  
11 APPEAL, WHICH SHALL INCLUDE THE FOLLOWING:

12 (I) AN APPEAL FROM THE ADJUDICATION;

13 (II) A COPY OF THE TRANSCRIPT; AND

14 (III) EXCEPTIONS TO FINDINGS AND CONCLUSIONS OF THE COURT.

15 (3) ALL APPEALS SHALL BE HEARD IN THE COMMON PLEAS COURT  
16 WITHIN 30 DAYS OF THE FILING OF THE APPEAL.

17 (4) WITHIN FIVE DAYS OF THE FILING OF SUCH APPEAL, APPELLANT  
18 SHALL SERVE UPON APPELLEE, COPIES OF THE APPEAL, TRANSCRIPT AND  
19 EXCEPTIONS WHICH WERE FILED WITH THE PROTHONOTARY. UPON FAILURE  
20 OF APPELLANT TO COMPLY WITH THIS SECTION, THE PROTHONOTARY  
21 SHALL, UPON PRAECIPE OF THE APPELLEE, MARK THE APPEAL STRICKEN  
22 FROM THE RECORD.

23 (5) THE APPEAL SHALL BE HEARD BY A JUDGE OF THE COMMON PLEAS  
24 COURT APPOINTED BY THE PRESIDENT JUDGE OF THE SAID COMMON PLEAS  
25 COURT WITHIN 30 DAYS OF THE FILING OF THE APPEAL. THE APPEAL  
26 SHALL BE HEARD UPON THE TRANSCRIPTS AND THE EXCEPTIONS FILED  
27 THERETO. NO QUESTION SHALL BE HEARD OR CONSIDERED BY THE COMMON  
28 PLEAS COURT WHICH WAS NOT RAISED AT THE HEARING BEFORE THE  
29 LANDLORD AND TENANT COURT OR THE JUSTICE OF THE PEACE, EXCEPT  
30 QUESTIONS INVOLVING THE JURISDICTION OF THE LANDLORD AND TENANT

1 COURT OR THE JUSTICE OF THE PEACE.

2 (6) THE APPEAL BEFORE THE JUDGE OF THE COMMON PLEAS COURT  
3 SHALL BE HEARD ORALLY, UNLESS PERMISSION TO FILE WRITTEN BRIEF  
4 IS GRANTED BY THE JUDGE OF THE COMMON PLEAS COURT PRIOR TO THE  
5 DATE AND TIME FOR THE HEARING OF THE APPEAL OR GRANTS A  
6 CONTINUANCE.

7 (C) STAY OF PROCEEDINGS.--RECEIPT BY THE PROTHONOTARY OF THE  
8 COMMON PLEAS COURT OF THE COPY OF THE NOTICE OF APPEAL,  
9 TRANSCRIPT AND EXCEPTIONS SHALL OPERATE AS A SUPERSEDEAS TO THE  
10 JUDGMENT FOR POSSESSION, IF THE APPELLANT FILES WITH THE  
11 PROTHONOTARY A BOND WITH SURETY APPROVED BY THE PROTHONOTARY FOR  
12 THE PAYMENT OF ALL RENTAL PAYMENTS DUE AT THE TIME OF THE FILING  
13 OF THE APPEAL.

14 (D) ALL RENTAL PAYMENTS WHICH MAY BECOME DUE DURING THE  
15 PENDENCY OF THE APPEAL, SHALL BE DEPOSITED WITH THE COMMON PLEAS  
16 COURT MONTHLY AND IF AT ANY TIME DURING THE APPEAL, THE  
17 APPELLANT FAILS TO PAY RENT AS IT BECOMES DUE INTO THE COMMON  
18 PLEAS COURT, THE APPELLEE MAY FILE A PRAECIPE WITH THE  
19 PROTHONOTARY ORDERING THE PROTHONOTARY TO REMOVE THE SUPERSEDEAS  
20 TO THE JUDGMENT OF POSSESSION.

21 ARTICLE XI

22 NONDISCRIMINATION

23 SECTION 1101. NONDISCRIMINATION TO RENT.--NO PERSON SHALL  
24 DISCRIMINATE IN THE RENTAL OF ANY RESIDENTIAL DWELLING UNIT AS  
25 PROVIDED IN THE ACT OF OCTOBER 27, 1955 (P.L.744, NO.222), KNOWN  
26 AS THE "PENNSYLVANIA HUMAN RELATIONS ACT," BECAUSE OF RACE,  
27 COLOR, CREED, ANCESTRY, SEX, MARITAL STATUS, NATIONAL ORIGIN,  
28 THE PRESENCE OF A GUIDE DOG BECAUSE OF BLINDNESS OF THE USER.

29 ARTICLE XII

30 REPEALS AND EFFECTIVE DATE

1       SECTION 1201.   APPLICATION.--THIS ACT APPLIES TO RENTAL  
2 AGREEMENTS ENTERED INTO OR EXTENDED AFTER THE EFFECTIVE DATE OF  
3 THIS ACT.

4       SECTION 1202.   REPEALS.--THE FOLLOWING ACTS AND PARTS OF ACTS  
5 ARE HEREBY REPEALED IN SO FAR AS THEY RELATE TO RESIDENTIAL  
6 LEASED DWELLING UNITS COVERED BY THIS ACT:

7       (1)   THE ACT OF APRIL 6, 1951 (P.L.69, NO.20), KNOWN AS "THE  
8 LANDLORD AND TENANT ACT OF 1951."

9       (2)   THE ACT OF JANUARY 24, 1966 (P.L.1534, NO.536),  
10 ENTITLED, AS AMENDED, "AN ACT PROVIDING FOR THE SUSPENSION OF  
11 THE DUTY TO PAY RENT FOR DWELLINGS CERTIFIED TO BE UNFIT FOR  
12 HUMAN HABITATION IN CITIES AND PROVIDING FOR THE WITHHOLDING AND  
13 DISPOSITION OF SHELTER ALLOWANCES."

14       SECTION 1203.   SAVINGS CLAUSE.--TRANSACTIONS ENTERED INTO  
15 BEFORE THE EFFECTIVE DATE OF THIS ACT, AND NOT EXTENDED OR  
16 RENEWED AFTER THAT DATE, AND THE RIGHTS, DUTIES AND INTERESTS  
17 FLOWING FROM THEM REMAIN VALID AND MAY BE TERMINATED, COMPLETED,  
18 CONSUMMATED OR ENFORCED AS REQUIRED OR PERMITTED BY ANY STATUTE  
19 OR OTHER LAW AMENDED OR REPEALED BY THIS ACT AS THOUGH THE  
20 REPEAL OR AMENDMENT HAD NOT OCCURRED.

21       SECTION 1204.   EFFECTIVE DATE.--THIS ACT SHALL TAKE EFFECT IN  
22 SIX MONTHS.