
THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 753

Session of
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INTRODUCED BY NOLAN, FRAME, MESSINGER, LENTZ, COPPERSMITH,
O'PAKE, ORLANDO, DUFFIELD, STAUFFER, MOORE, HAGER, EWING AND
DOUGHERTY, JUNE 9, 1975

REFERRED TO BUSINESS AND COMMERCE, JUNE 9, 1975

AN ACT

1 Relating to the rights, obligations and liabilities of landlord
2 and tenant.

3 The General Assembly of the Commonwealth of Pennsylvania
4 hereby enacts as follows:

5 ARTICLE I

6 General Provisions

7 Section 101. Short Title.--The act shall be known and may be
8 cited as the "Residential Landlord and Tenant Act."

9 Section 102. Purposes; Rules of Construction.--(a) This act
10 shall be liberally construed and applied to promote its
11 underlying purposes and policies.

12 (b) Underlying purposes and policies of this act are:

13 (1) to simplify, clarify, modernize and revise the law
14 governing the rental of dwelling units and the rights and
15 obligations of landlord and tenant; and

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

1 Section 103. Supplementary Principles of Law Applicable.--
2 The principles of law and equity, including the law relating to
3 capacity to contract, mutuality of obligation, principal and
4 agent, real property, public health, safety and fire prevention,
5 estoppel, fraud, misrepresentation, duress, coercion, mistake,
6 bankruptcy or other validating or invalidating cause supplement
7 its provisions.

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11 repealed by subsequent legislation of that construction can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

13 Section 105. Administration of Remedies; Enforcement.--The
14 remedies provided by this act shall be so administered that the
15 aggrieved party may recover appropriate damages. The aggrieved
16 party has a duty to mitigate damages.

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

21 Section 107. Territorial Application.--This act applies to,
22 regulates and determines rights, obligations and remedies under
23 a rental agreement, wherever made, for a residential rental unit
24 located within the Commonwealth of Pennsylvania.

25 Section 108. Exclusions from Application of Act.--Unless
26 created to avoid the application of this act, the following
27 arrangements are not governed by this act:

28 (1) Residence at a regulated institution, public or private,
29 if incidental to detention or the provision of medical,
30 geriatric, educational, counseling, religious or similar

1 service.

2 (2) Occupancy under a contract of sales of a dwelling unit
3 or the property of which it is a part, in accordance with the
4 act of June 8, 1965 (P.L.115, No.81), known as the "Installment
5 Land Contract Law," if the occupant is the purchaser or a person
6 who succeeds to his interest.

7 (3) Occupancy by a member of a fraternal or social
8 organization in the portion of a structure operated for the
9 benefit of the organization.

10 (4) Transient occupancy.

11 (5) Occupancy by an employee of a landlord whose right to
12 occupancy is conditional upon employment in and about the
13 premises.

14 (6) Occupancy by an owner of a condominium unit or a holder
15 of a proprietary lease in a cooperative.

16 (7) Occupancy under a rental agreement covering premises
17 used by the occupant primarily for agricultural purposes.

18 Section 109. Jurisdiction and Service of Process.--(a) The
19 municipal court in counties of the first class and the district
20 justice in all counties other than counties of the first class
21 of this Commonwealth shall have jurisdiction over any landlord
22 and tenant with respect to any conduct in this Commonwealth
23 governed by this act or with respect to any claim arising from a
24 transaction subject to this act. In addition to any other method
25 provided by rule or by statute; personal jurisdiction over a
26 landlord and tenant may be acquired in a civil action or
27 proceeding instituted in the municipal court in counties of the
28 first class and the justice of the peace in all counties other
29 than counties of the first class by the service of process in
30 the manner provided by this act.

1 (b) If a landlord is not a resident of this Commonwealth or
2 is a corporation or a partnership not authorized to do business
3 in this Commonwealth and engages in any conduct in this
4 Commonwealth governed by this act or engages in a transaction
5 subject to this act, he shall designate an agent pursuant to
6 section 404(a) upon whom service of process may be made in this
7 Commonwealth. The agent shall be a resident of this Commonwealth
8 or a corporation or a partnership authorized to do business in
9 this Commonwealth. If process cannot be served in this
10 Commonwealth upon the designated agent, process may be served
11 upon the Secretary of the Commonwealth but service upon him is
12 not effective unless the plaintiff or petitioner forthwith mails
13 a copy of the process or pleading by registered or certified
14 mail to the defendant or respondent at his last known address.
15 An affidavit of compliance with this section shall be filed with
16 the clerk of the court on or before the return day of the
17 process, if any, or within any further time the court allows.

18 ARTICLE II

19 General Definitions and Principles
20 of Interpretation; Notice

21 Section 201. General Definitions.--As used in this act.

22 "Action" includes recoupment, counterclaim, setoff, suit in
23 equity, any other proceeding in which rights are determined,
24 including an action for possession.

25 "Building and housing codes" include any law, ordinance, or
26 governmental regulation concerning fitness for habitation, or
27 the construction, maintenance, operation, occupancy, use or
28 appearance of any premises or residential dwelling unit.

29 "Good faith" means honesty in fact in the conduct of the
30 transaction concerned.

1 "Landlord" means the owner, lessor or sublessor of the
2 dwelling unit or the building of which it is a part and it also
3 means a manager of the premises who fails to disclose as
4 required by section 404.

5 "Organization" includes a corporation, government,
6 governmental subdivision or agency, business trust, estate,
7 trust, partnership or association, two or more persons having a
8 joint or common interest and any other legal or commercial
9 entity.

10 "Owner" means one or more persons, jointly or severally, in
11 whom is vested (i) all or part of the legal title to property;
12 or (ii) all or part of the beneficial ownership and a right to
13 present use and enjoyment of the premises; and the term includes
14 a mortgagee in possession.

15 "Periodic rent" means the basic charge for the residential
16 dwelling unit, paid in equal installments at regular periods of
17 time.

18 "Person" includes an individual or organization.

19 "Premises" means a residential dwelling unit and the
20 structure of which it is a part and facilities and appurtenances
21 therein and grounds, areas and facilities held out for the use
22 of the tenants generally or whose use is promised to the tenant.

23 "Prepaid rent" shall not be construed as part of the security
24 deposit as described in section 201 but shall apply to such
25 circumstances as agreed to between the landlord and the tenant.

26 "Rent" means all payments to be made to the landlord under
27 the rental agreement.

28 "Rental agreement" means all agreements, written or oral and
29 valid rules and regulations adopted under section 502 which
30 establish or modify the conditions and terms concerning the use

1 and occupancy of a residential dwelling unit and premises.

2 "Residential dwelling unit" means a structure or the part of
3 a structure that is used as a home, residence or sleeping place
4 by one person who maintains a household or by two or more
5 persons who maintain a common household.

6 "Roomer" means a person or persons occupying a residential
7 dwelling unit or portion of a unit that lacks a major bathroom
8 or kitchen facility, in a structure where one or more major
9 facilities are used in common by occupants of the dwelling unit
10 and other dwelling units. Major facility in the case of a
11 bathroom means toilet and either a bath or shower, and in the
12 case of a kitchen, means a refrigerator, stove or sink.

13 "Security deposit" means any amount of money to secure
14 faithful performance of the rental agreement. This money shall
15 be held by the landlord or his agent to compensate him for
16 damages or for unpaid rent pursuant to section 402(a) and shall
17 be refundable at the end of the term of the rental agreement
18 with interest accrued, where applicable, pursuant to section 402
19 (b).

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

26 "Tenant" means a person entitled under a rental agreement to
27 occupy a residential dwelling unit to the exclusion of others.

28 "Transient occupancy" means residence by one or more persons
29 of a temporary nature in a hotel, motel or lodging subject to
30 the act of March 4, 1971 (P.L.6, No.2), known as the "Tax Reform

1 Code of 1971."

2 Section 202. Obligation of Good Faith.--Every duty under
3 this act and every act which must be performed as a condition
4 precedent to the exercise of a right or remedy under this act
5 imposes an obligation of good faith in its performance or
6 enforcement.

7 Section 203. Notice.--A person "receives" notice or
8 notification when (i) in the case of the landlord, it is
9 delivered in hand to the landlord or mailed to him at the place
10 of business of the landlord through which the rental agreement
11 was made or at any place held out by him as the place for
12 receipt of the communication; or (ii) in the case of the tenant,
13 it is delivered in hand to the tenant or mailed to him at the
14 place held out by him as the place for receipt of the
15 communication, or in the absence of such designation, to his
16 last known place of residence.

17 ARTICLE III

18 General Provisions of Rental Agreements

19 Section 301. Terms and Conditions of Rental Agreement.--(a)
20 The landlord and tenant may include in a rental agreement, terms
21 and conditions not prohibited by this act or other rule of law
22 including rent, term of the agreement and other provisions
23 governing the rights and obligations of the parties.

24 (b) In the absence of a written agreement, the tenant shall
25 pay as rent the agreed upon rental for the use and occupancy of
26 the residential dwelling unit and the tenancy shall be governed
27 by the provisions of this act.

28 (c) Periodic rent shall be payable without demand or notice
29 at the time and place agreed upon by the parties. Unless
30 otherwise agreed, rent is payable at the dwelling unit and rent

1 is payable at the beginning of any terms of one month or less
2 and otherwise in equal monthly installments at the beginning of
3 each month. Unless otherwise agreed, periodic rent shall be
4 uniformly apportionable from day to day.

5 (d) Unless the rental agreement fixed a definite term, the
6 tenancy shall be week to week in the case of a roomer who pays
7 weekly rent and in all other cases, month to month.

8 (e) The landlord shall, upon request of the tenant, issue a
9 receipt to the tenant for rent and any other moneys received by
10 the landlord from the tenant.

11 Section 302. Effect of Unsigned or Undelivered Rental
12 Agreement.--(a) If the landlord does not sign and deliver a
13 written rental agreement signed and delivered to him by the
14 tenant, acceptance of rent by the landlord creates a month to
15 month tenancy.

16 (b) If the tenant does not sign and deliver a written rental
17 agreement signed and delivered to him by the landlord,
18 acceptance of possession and payment of rent by the tenant
19 creates a term as called for in the unsigned lease.

20 Section 303. Written Lease.--The landlord must agree to use
21 and must provide a written lease at the request of the tenant,
22 at no extra fee, either prior to or after entering into a rental
23 agreement. The tenant also must agree to a written lease at the
24 request of the landlord.

25 Section 304. Prohibited Provisions in Rental Agreements.--

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

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

29 (2) authorizes any person to confess judgment on a claim
30 arising out of the rental agreement;

1 (3) agrees to pay the landlord's attorney's fees;
2 (4) agrees to the exculpation or limitation of any liability
3 of the landlord or his agent for negligence or intentional acts
4 or to indemnify the landlord for that liability or the costs
5 connected therewith; or
6 (5) agrees to waive the debtor's exemption provided by the
7 act of April 9, 1849 (P.L.533, No.356), entitled "An act to
8 exempt property to the value of three hundred dollars from levy
9 and sale on execution and distress for rent."

10 (b) A provision prohibited by subsection (a), which is
11 included in a rental agreement, is unenforceable. If a landlord
12 intentionally uses a rental agreement containing provisions
13 known by him to be prohibited, the tenant may recover actual
14 damages sustained by him.

15 Section 305. Separation of Rents and Obligations to Maintain
16 Property Forbidden.--A rental agreement may not permit the
17 receipt of rent, free of the obligation to comply with section
18 406.

19 Section 306. Landlord Liens; Distress for Rent.--A lien or
20 security interest on behalf of the landlord in the tenant's
21 household goods is unenforceable, except when obtained pursuant
22 to the provisions of section 703.

23 Section 307. Recovery of Possession Limited.--A landlord may
24 not recover or take possession of the dwelling unit by action or
25 otherwise, including wilful diminution of services to the tenant
26 by interrupting or causing the interruption of electric, gas,
27 water or other essential service to the tenant, except in cases
28 of surrender or obtained pursuant to judgment and execution.

29 ARTICLE IV

30 Landlord Obligations

1 Section 401. Statement of Condition of Dwelling Unit.--Prior
2 to the initial occupancy by a tenant, a fair and adequate
3 statement in duplicate of any chattel items in the dwelling unit
4 shall be prepared by the landlord. All damages in the dwelling
5 unit shall be noted in this statement. The landlord and the
6 tenant shall sign both copies of this statement, after which one
7 copy shall be delivered to the tenant. If the tenant refuses to
8 sign the statement, the landlord may terminate the lease and
9 refuse to give possession of the premises to the tenant.

10 Section 402. Security Deposits.--(a) Security deposits may
11 be requested and held by the landlord, to secure compensation to
12 the landlord, for the following purposes and for no others:

13 (1) damages caused by the tenant from failure of the tenant
14 to comply with section 501;

15 (2) a tenant's failure to pay rent due; and

16 (3) damages caused by a tenant who unlawfully ceases to
17 occupy the residential dwelling unit or otherwise breaches any
18 of the terms or conditions of the rental agreement.

19 (b) (1) A security deposit shall continue to be the property
20 of the tenant until lawfully applied as compensation to the
21 landlord in accordance with the terms of this act. Said security
22 deposit shall be held by the landlord or the landlord's agent on
23 behalf of the tenant.

24 (2) The security deposit shall not be an asset of nor shall
25 be mingled with the personal property of either the landlord or
26 the landlord's agent, unless the landlord is bonded in
27 accordance with subsection (e).

28 (3) The claim of the tenant to the security deposit shall be
29 prior to the claim of any creditor of the landlord, including
30 any trustee in bankruptcy, irrespective of whether the security

1 deposit is commingled with other funds.

2 (c) (1) The amount of any security deposit shall not exceed
3 a sum equal to two months' periodic rent, which amount need not
4 include any additional deposits which may be required for
5 household pets.

6 (2) Whenever a tenant has been in continuous possession of
7 the premises for a period of five years or greater, the amount
8 of such tenant's security deposit may not be increased
9 thereafter, irrespective of any increase or increases in rent.

10 (3) At the beginning of a rental term, a landlord may not
11 require a tenant to pay any moneys other than the first periodic
12 rental payment and a security deposit and reasonable fee for
13 credit report, if any.

14 (d) Unless a landlord elects to comply with the bonding
15 provisions of section 402(e):

16 (1) any security deposit which exceeds \$100 or one month's
17 rent, whichever is larger, shall be deposited by the landlord
18 with a banking institution which is regulated by the Federal
19 Reserve Board, the Federal Home Loan Bank Board, the comptroller
20 of the currency or the Pennsylvania Department of Banking, in a
21 savings account or in a certificate of deposit, which account or
22 certificate bears interest at no less than the rate currently
23 paid by such banking institution on passbook savings deposits;

24 (2) within 30 days of a landlord's receipt of any security
25 deposit which exceeds \$100 or one month's rent, whichever is
26 larger, the landlord shall state in the lease or give written
27 notice to each tenant making any such security deposit, of the
28 name and address of the banking institution in which the
29 security deposit is being held, the amount of such security
30 deposit and the name under which the money has been so

1 deposited;

2 (3) all such security deposits may be placed on one or more
3 interest-bearing accounts or certificates;

4 (4) a landlord who has placed security deposit funds in an
5 interest-bearing account or certificate, pursuant to this
6 subsection, shall be entitled to receive as reimbursement for
7 administrative expenses, a sum equivalent to 1% per annum of
8 such funds, which sum shall be in lieu of all other
9 administrative and custodial expenses and which sum may be
10 withdrawn by the landlord as it is earned and as it accrues; and

11 (5) the balance of interest earned on all such security
12 deposits shall be the property of the tenant making the security
13 deposit less deductions provided for in section 402(a) and shall
14 be paid by the landlord to the tenant within 30 days after
15 either the termination of the rental agreement or the surrender
16 and acceptance of the leasehold premises, whichever first
17 occurs; provided, nevertheless, that the balance of accrued
18 interest shall be paid to the tenant no less than once every
19 three years, the first interest payment being due three years
20 after the initial deposit of the security deposit in an
21 interest-bearing account or certificate.

22 (e) A landlord which would otherwise be subject to the
23 requirements of section 402(d) may, in the alternative, secure a
24 bond which meets each of the following requirements:

25 (1) The landlord shall guarantee to the tenant that, within
26 30 days of either the termination of the rental agreement or the
27 surrender and acceptance of the leasehold premises, whichever
28 first occurs, the security deposit will be returned to the
29 tenant, together with interest on the security deposit at the
30 passbook rate, less the cost of any compensation due to the

1 landlord for either damages caused by the tenant or for past due
2 rent or any other breach of the rental contract.

3 (2) The guarantee shall be made in writing, shall be payable
4 to the tenant as obligee, shall be secured by a good and
5 sufficient guarantee bond issued by a bonding company or other
6 surety licensed to do business in Pennsylvania and tenant shall
7 be provided with the name of the bonding company within 30 days
8 of the landlord's receipt of the security deposit.

9 (3) The tenant shall not be liable for the payment of any
10 expenses or charges in connection with the landlord's securing
11 such a bond. A landlord which elects to comply with the
12 provisions of this subsection shall not be entitled to receive
13 the reimbursement for administrative expenses which is provided
14 by subsection (d)(4).

15 (f) Every landlord which requires a security deposit shall,
16 within 30 days after either the termination of the rental
17 agreement or the surrender and acceptance of the leasehold
18 premises, whichever first occurs, provide the tenant with a
19 written list of any and all damages to the leasehold premises
20 and all other charges pursuant to subsection (a) for which the
21 landlord claims the tenant is liable. Delivery of the list shall
22 be accompanied by payment of the difference between the security
23 deposit, including any unpaid interest thereon, and any
24 compensation due to the landlord for tenant caused damages and
25 other violations of subsection (a).

26 (g) Any landlord which fails to provide a written list
27 within 30 days, as required in subsection (f), shall forfeit all
28 rights to withhold any portion of the security deposit,
29 including any unpaid interest thereon and shall forfeit all
30 rights to bring suit or to assert a counterclaim against the

1 tenant for damages to the leasehold premises.

2 (h) Every tenant shall provide his or her landlord with such
3 tenant's forwarding address in writing, upon, before or within
4 ten days of the termination of the lease or surrender and
5 acceptance of the leasehold premises. Any tenant who fails to
6 provide a written forwarding address at such time, shall forfeit
7 all rights to recover under subsection (i).

8 (i) If a landlord fails to comply with subsection (f) and
9 the tenant has complied with subsection (h), the tenant shall be
10 entitled to recover from the landlord an amount equal to the
11 actual amount of the security deposit, including any unpaid
12 interest thereon.

13 (j) If the landlord and the tenant disagree about the right
14 of the landlord to claim and retain any portion of the security
15 deposit, including any interest thereon, either the landlord or
16 the tenant may commence an action to adjudicate the matter, in
17 any court of record or court not of record having jurisdiction
18 over such civil actions at law.

19 (k) The burden of proving actual damages caused by the
20 tenant to the leasehold premises shall be on the landlord.

21 (l) Any attempted waiver by a tenant of any portion of this
22 section, whether by contract or otherwise, shall be void and
23 unenforceable.

24 (m) In so far as they may alter existing law, the provisions
25 of this section shall apply only to rental agreements as they
26 are executed, reexecuted or renewed subsequent to the effective
27 date of this act.

28 Section 403. Landlord to Supply Possession of Dwelling
29 Unit.--At the commencement of the term the landlord shall
30 deliver possession of the premises to the tenant in compliance

1 with the rental agreement and section 405.

2 Section 404. Disclosure.--(a) The landlord or any person
3 authorized to enter into a rental agreement on his behalf shall
4 disclose in the rental agreement or otherwise to the tenant in
5 writing at or before the commencement of the tenancy the name
6 and address of:

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

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

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

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

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

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

22 Section 405. Landlord to Maintain Fit Premises.--(a) The
23 landlord shall if the tenant shall meet all of his obligations
24 as provided in Article V and elsewhere in this act:

25 (1) comply with the requirements of applicable building and
26 housing codes materially affecting health and safety;

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

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

1 (4) maintain in good and safe working order and condition
2 all electrical, plumbing, sanitary, heating, ventilating, air
3 conditioning and other facilities and appliances, including
4 elevators and security systems, supplied or required to be
5 supplied by him;

6 (5) provide and maintain appropriate receptacles for the
7 removal of ashes, garbage, rubbish and other waste incidental to
8 the occupancy of the dwelling unit and arrange for their
9 removal; and

10 (6) supply running cold water and reasonable amounts of
11 running hot water at all times and reasonable heat except where
12 the dwelling unit is so constructed that heat or hot water is
13 generated by an installation within the exclusive control of the
14 tenant and/or supplied by a direct public utility connection.

15 If the duty imposed by clause (1) is greater than any duty
16 imposed by any other clause of this subsection, the landlord's
17 duty shall be determined by reference to clause (1).

18 (b) The landlord and tenant of a single family residence may
19 agree in writing that the tenant perform the landlord's duties
20 specified in subsection (a)(5) and (6) and also specified
21 repairs, maintenance tasks, alterations and remodeling, but only
22 if the transaction is entered into in good faith and in
23 accordance with the rental agreement.

24 (c) The landlord and tenant of any dwelling unit other than
25 a single family residence may agree that the tenant is to
26 perform specified repairs, maintenance tasks, alterations or
27 remodeling only if:

28 (1) the agreement of the parties is entered into in good
29 faith and in accordance with the rental agreement and is set
30 forth in a separate writing signed by the parties and supported

1 by adequate consideration;

2 (2) the work is not necessary to cure noncompliance with
3 section 406(a)(1); and

4 (3) the agreement does not diminish or affect the obligation
5 of the landlord to other tenants in the premises.

6 (d) The landlord may not treat performance of the separate
7 agreement described in subsection (c) as a condition to any
8 obligation or performance of any rental agreement.

9 Section 406. Sale, Transfer, Assignment of Property;
10 Transfer of Security Deposits.--(a) Upon termination of the
11 landlord's interest in the residential dwelling unit whether by
12 sale, assignment, death, appointment of receiver or otherwise,
13 the landlord shall within 30 days after conveyance, transfer the
14 security deposits and interest thereto remaining after any
15 lawful deductions, pursuant to section 402, to the landlord's
16 successor in interest and shall within 30 days after conveyance
17 notify the tenants by regular mail of such transfer, the amount
18 transferred and of the transferee's name and address.

19 (b) Compliance by the landlord with subsection (a) shall
20 relieve the landlord of further liability with respect to
21 security deposits and interest thereto.

22 ARTICLE V

23 Tenant Obligations

24 Section 501. Tenant to Maintain Dwelling Unit.--The tenant
25 shall:

26 (1) comply with all obligations primarily imposed upon
27 tenants by applicable provisions of building and housing codes
28 materially affecting health and safety;

29 (2) keep that part of the premises that he occupies and uses
30 as reasonably clean and safe as the condition of the premises

1 permit;

2 (3) dispose from his dwelling unit all ashes, rubbish,
3 garbage and other waste in a clean and safe manner;

4 (4) keep all plumbing fixtures in the dwelling unit or used
5 by the tenant as reasonably clean as their condition will
6 permit;

7 (5) use in a reasonable manner all electrical, plumbing,
8 sanitary, heating, ventilating, air conditioning and other
9 facilities and appliances including elevators and security
10 systems in the premises;

11 (6) not deliberately or negligently destroy, deface, damage,
12 impair or remove any part of the premises or knowingly permit
13 any person to do so;

14 (7) conduct himself and require other persons on the
15 premises with his consent to conduct themselves in a reasonable
16 manner that will not unduly disturb his neighbors' peaceful
17 enjoyment of the premises;

18 (8) the tenant must notify the landlord in writing of any
19 emergency maintenance problems as soon as possible; and

20 (9) surrender possession of the leased premises peaceably on
21 or before the termination date of the rental agreement.

22 Section 502. Rules and Regulations.--A landlord, from time
23 to time, may adopt rules and regulations, however described,
24 concerning the tenant's use and occupancy of the premises. It is
25 enforceable against the tenant only if:

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

30 (2) it is reasonably related to the purpose for which it is

1 adopted;

2 (3) it applies to all tenants in the premises in a fair
3 manner;

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

7 (5) it is not for the purpose of evading the obligations of
8 the landlord; and

9 (6) the tenant has notice of it at the time he enters into a
10 rental agreement.

11 A rule or regulation adopted after the tenant enters into the
12 rental agreement is enforceable against the tenant if 30 days'
13 notice of its adoption is given to the tenant and it does not
14 work a substantial modification of the tenant's bargain, except
15 in the case of an emergency affecting life, health or safety.

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

24 (b) The landlord may enter the residential dwelling unit
25 without the consent of the tenant in case of emergency.

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

1 (d) The landlord has no other right of access except by
2 court order, and as permitted by section 702, or if the tenant
3 has abandoned or surrendered the premises.

4 (e) A tenant may install a special lock on his dwelling
5 entrance door only after procuring written permission of the
6 landlord and shall be required to give the landlord a key for
7 such special lock installed by the tenant in order that the
8 landlord may gain access to the premises in the event of an
9 emergency.

10 (f) After notice to terminate the rental agreement has been
11 given by either the landlord or the tenant, the landlord shall
12 have the right to show the dwelling area to a prospective tenant
13 at any reasonable time after 24 hours' notice and to post signs
14 indicating that the dwelling unit is available for sale or
15 rental.

16 Section 504. Tenant to Use and Occupy.--Unless otherwise
17 agreed, the tenant shall occupy his residential dwelling unit
18 only as a residential dwelling unit.

19 ARTICLE VI

20 Tenant Remedies

21 Section 601. Noncompliance by Landlord.--Except as provided
22 in this act, the tenant may recover damages and obtain
23 injunctive relief for any noncompliance by the landlord with the
24 rental agreement or section 405.

25 Section 602. Failure to Deliver Possession.--If the landlord
26 fails to deliver possession of the dwelling unit to the tenant
27 as provided in section 403, rent abates until possession is
28 delivered and the tenant may:

29 (1) upon at least five days' written notice to the landlord
30 terminate the rental agreement and upon termination the landlord

1 shall return all prepaid rent and security; or

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

7 If a person who is in wrongful possession fails to deliver
8 possession and is wilful and not in good faith, an aggrieved
9 tenant may recover from that person an amount not more than the
10 actual damages sustained by him.

11 Section 603. Minor Defects.--If the landlord fails to comply
12 with the rental agreement or section 406 and does not remedy the
13 failure or noncompliance the tenant may notify the Department of
14 License and Inspections of any city of the first class, or the
15 Department of Public Safety of any city of the second class,
16 second class A, or third class as the case may be, or any public
17 health department of any such city, or of the county in which
18 such city is located or the tenant may institute a summary
19 proceeding.

20 Section 604. Fire or Casualty Damage.--(a) If the dwelling
21 unit or premises are damaged or destroyed by fire or casualty to
22 an extent that enjoyment of the dwelling unit is substantially
23 impaired the tenant may:

24 (1) if continued occupancy is unlawful, immediately vacate
25 the premises and notify the landlord in writing within 14 days
26 thereafter of his intention to terminate the rental agreement,
27 in which case the rental agreement terminates as of the date of
28 vacating; or

29 (2) if continued occupancy is lawful, vacate any part of the
30 dwelling unit rendered unusable by the fire or casualty in which

1 case the tenant's liability for rent is reduced in proportion to
2 the diminution in the fair rental value of the dwelling unit.

3 (b) If the rental agreement is terminated the landlord shall
4 return all of the security deposit or portion thereof
5 recoverable under section 402. Accounting for rent in the event
6 of termination or apportionment is to occur as of the date of
7 vacating.

8 (c) This section shall not apply if the dwelling unit or
9 premises are damaged or destroyed by fire or casualty caused by
10 the deliberate or negligent act or omission of the tenant,
11 member of his family or other person on the premises with his
12 consent.

13 Section 605. Tenant's Remedies for Landlord's Unlawful
14 Ouster, Exclusion or Diminution of Service.--If the landlord
15 unlawfully removes or excludes the tenant from the premises or
16 wilfully diminishes services to the tenant by interrupting or
17 causing the interruption of electric, gas, water or other
18 essential service to the tenant, the tenant may recover
19 possession or resort to the remedies provided for in Article VI,
20 and, in either case, recover the actual damages sustained by
21 him.

22 ARTICLE VII

23 Landlord Remedies

24 Section 701. Failure to Maintain.--If there is noncompliance
25 by the tenant with section 501 materially affecting health and
26 safety that can be remedied by repair, replacement of a damaged
27 item or cleaning and the tenant fails to comply as promptly as
28 conditions require in case of emergency or within 14 days after
29 written notice by the landlord specifying the breach and
30 requesting that the tenant remedy it within that period of time,

1 the landlord may enter the dwelling unit and cause the work to
2 be done in a workmanlike manner and submit an itemized bill for
3 the actual and reasonable cost or the fair and reasonable value
4 thereof on the next date when periodic rent is due, or if the
5 rental agreement has terminated, for immediate payment. These
6 costs are to be considered as rent due and the same remedies for
7 collection of them apply as if they were rent due.

8 Section 702. Remedy after Termination.--If the rental
9 agreement is terminated, the landlord may have a claim for
10 possession and for rent and a separate claim for actual damages
11 for breach of the rental agreement.

12 Section 703. Recovery of Rent by Assumpsit and Distress.--

13 (a) Any landlord may recover from a tenant rent in arrears in an
14 action of assumpsit as debts of similar amount are by law
15 recoverable. In any such action, interest at the legal rate on
16 the amount of rent due may be allowed if deemed equitable under
17 the circumstances of the particular case.

18 (b) Personal property located upon the premises occupied by
19 a tenant shall be subject to distress for any rent reserved and
20 due. The distress may be made by the landlord or by his agent if
21 authorized in writing.

22 Notice in writing of such distress, stating the cause of the
23 distress, specifying the date of levy and the personal property
24 distrained sufficiently to inform the tenant or owner what
25 personal property is distrained and the amount of rent in
26 arrears, shall be given, within five days after making the
27 distress, to the tenant and any other owner known to the
28 landlord, personally, or by mailing the same to the tenant or
29 any other owner at the premises, or by posting the same
30 conspicuously on the premises charged with the rent.

1 A landlord or his agent may also, in the manner above
2 provided, distrain personal property located on the premises,
3 but only that belonging to the tenant, for arrears of rent due
4 on any lease which has terminated.

5 (c) The landlord or his agent shall, within five days after
6 making the distress, file an action in assumpsit for the amount
7 of rent in arrears. The landlord shall not have the right of
8 sale under the distress, but may recover rent in arrears in the
9 action of assumpsit as debts of similar amount are by law
10 recoverable.

11 (d) It shall be a misdemeanor for any tenant of any real
12 property to remove from the demised premises any personal
13 property which has been distrained upon unless:

14 (1) the rent in arrears be paid in full and the landlord
15 discontinue the distress; or

16 (2) any court of record or court not of record having
17 jurisdiction in civil actions shall find against the landlord
18 and discontinue the distress.

19 (e) In case any tenant of any real property shall remove
20 from the premises his personal property with intent to prevent
21 the landlord from distraining the same for arrears of rent, it
22 shall be lawful for the landlord or his agent, within the space
23 of 90 days following the removal, to distrain against such
24 personal property, wherever it may be found, for the arrears of
25 rent and to proceed as provided in this section, the same as if
26 the personal property had actually been distrained upon on the
27 premises.

28 ARTICLE VIII

29 Periodic Tenancy; Holdover; Abuse of Access

30 Section 801. Periodic Tenancy; Holdover Remedies.--(a) The

1 landlord or the tenant may terminate a week-to-week tenancy by a
2 written notice given to the other at least seven days prior to
3 the termination date specified in the notice.

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

9 (c) In a tenancy of more than month-to-month, in the absence
10 of an agreement to the contrary regarding notice, 90 days'
11 notice shall be required.

12 (d) If the tenant remains in possession without the
13 landlord's consent after expiration of the term of the rental
14 agreement or its termination, the landlord may bring an action
15 for possession and in addition, may recover the actual damage
16 sustained by him. If the landlord consents to the tenant's
17 continued occupancy, section 301(d) applies.

18 Section 802. Landlord and Tenant Remedies for Abuse of
19 Access.--(a) If the tenant refuses to allow lawful access, the
20 landlord may obtain injunctive relief to compel access. The
21 landlord may recover actual damages.

22 (b) If the landlord makes an unlawful entry or a lawful
23 entry in an unreasonable manner or makes repeated demands for
24 entry otherwise lawful but which have the effect of unreasonably
25 harassing the tenant, the tenant may obtain injunctive relief to
26 prevent the recurrence of the conduct. The tenant may recover
27 actual damages.

28 Section 803. Access by Landlord Under Special
29 Circumstances.--No provision of this act shall be construed to
30 deny a landlord immediate access to the leased premises by any

1 means whatsoever, in the event of an emergency, when such access
2 is required for the purpose of preserving the life, health and
3 safety of any person, or for the purpose of preserving the
4 leased property or any property belonging to the tenant or at
5 the direction of any law enforcement agency.

6 ARTICLE IX

7 Retaliatory Action

8 Section 901. Retaliatory Conduct Prohibited.--(a) Except as
9 provided in this section, a landlord may not retaliate against a
10 tenant by increasing rent or decreasing services agreed to in
11 the rental agreement or by bringing or threatening to bring an
12 action for possession after:

13 (1) the tenant has complained to a governmental agency
14 charged with responsibility for enforcement of a building or
15 housing code of a violation applicable to the premises
16 materially affecting health and safety;

17 (2) the tenant has complained to the landlord or his
18 designated agent of a violation under section 601; or

19 (3) the tenant has organized or become a member of a
20 tenants' union or similar organization.

21 (b) If the landlord acts in violation of subsection (a), the
22 tenant is entitled to remedies provided in section 605 and has a
23 defense in action against him for possession. In an action by or
24 against the tenant, evidence of such complaint within one year
25 prior to the alleged act of retaliation may be considered as a
26 factor in determining the propriety of the landlord's conduct.

27 (c) Notwithstanding subsection (a) and (b), a landlord may
28 bring an action for possession if:

29 (1) the violation of the applicable building or housing code
30 was caused primarily by lack of reasonable care by the tenant or

1 other person in his household or upon the premises with his
2 consent;

3 (2) the tenant is in default in rent;

4 (3) compliance with the applicable building or housing code
5 requires alteration or remodeling which would effectively
6 deprive the tenant of use of the dwelling unit; or

7 (4) the rental agreement has been terminated pursuant to the
8 terms of the lease.

9 The maintenance of the action does not release the landlord
10 from liability under section 601.

11 ARTICLE X

12 Summary Proceeding for Possession

13 Section 1001. Notice of Termination of Lease.--(a) A
14 landlord desirous of repossessing real property from a tenant
15 may notify, in writing, the tenant to remove from the real
16 property at the expiration of the time specified in the notice
17 under any one of the following circumstances:

18 (1) The tenant continues in possession of any part of the
19 leased premises after the expiration of the rental agreement
20 without the permission of the landlord.

21 (2) The tenant has failed to pay the agreed rent.

22 (3) The tenant has breached an obligation relating to his
23 use of the premises under the rental agreement.

24 (4) The tenant refused to yield possession of the rental
25 unit after a fire or casualty, where compliance with applicable
26 building or housing code requires alteration which would
27 effectively deprive the tenant of use of the dwelling unit.

28 (b) In the event there shall be no written lease, the
29 written notice of termination shall specify that the tenant
30 shall remove within 15 days from the date of service thereof.

1 (c) In the event there shall be a written lease, notice of
2 termination shall be for the period so provided by the lease or
3 may be waived by the tenant if the lease so provides.

4 (d) The notice provided for in this section may be served
5 personally on the tenant, or by leaving the same upon the
6 premises of the tenant, or by posting the same on the leased
7 premises or by certified or registered mail.

8 Section 1002. Where Proceedings for Possession Shall Take
9 Place.--(a) Jurisdiction and Venue:

10 (1) For properties located in cities of the first class, a
11 proceeding to recover the possession of premises shall be
12 maintained in the municipal court.

13 (2) In all other counties, a proceeding to recover the
14 possession of premises shall be brought before a justice of the
15 peace in and only in the magisterial district where the whole or
16 part of the real property, possession of which is sought to be
17 recovered, is located.

18 (b) Who may maintain proceeding:

19 (1) In cities of the first class, only the landlord, owner,
20 mortgagee in possession or their attorney may initiate a
21 proceeding for possession.

22 (2) In all other counties:

23 (i) the landlord or his duly authorized agent;

24 (ii) the owner or his duly authorized agent;

25 (iii) the mortgagee in possession or his duly authorized
26 agent.

27 Section 1003. Complaint.--(a) If the tenant shall fail to
28 remove from the premises in compliance with the notice of
29 termination, the landlord, owner, mortgagee in possession or
30 their attorney may complain in writing to the municipal court in

1 cities of the first class or to justices of the peace in all
2 other counties. The complaint may be filed by the landlord,
3 owner, mortgagee in possession or their attorney at any time
4 after service of the notice of termination has been made. The
5 hearing, however, shall not be heard until the notice to vacate
6 period has expired.

7 (b) The landlord's complaint shall set forth with dates and
8 amounts:

9 (1) That he is the landlord, owner or mortgagee in
10 possession of the property to which the tenant was notified to
11 vacate.

12 (2) That he demised the premises for a period to the tenant
13 or subtenant.

14 (3) That due notice to remove has been given to the tenant.

15 (4) That the term for which the premises was demised is
16 fully ended or that a breach has occurred which amounts to a
17 forfeiture or that any rent reserved and due has, upon demand,
18 remained unsatisfied, as the case may be.

19 (5) That the tenant retains the premises.

20 (6) The amount of rent, if any, which remains due and unpaid
21 and the amount of damages claimed, if any.

22 Section 1004. Method of Service of the Complaint.--(a) Upon
23 filing of the complaint, service shall be made on the tenant,
24 commanding him to appear to answer said complaint on a day not
25 less than five nor more than 14 days from the date of the
26 complaint and at a time fixed therein. In cities of the first
27 class, service shall be made by writ servers of the municipal
28 court.

29 (b) In all other counties, the justice of the peace may make
30 service of the complaint or shall direct any constable or the

1 sheriff of the county to make such service. In all counties of
2 the Commonwealth, such complaint may be served personally on the
3 tenant, or by mailing the same to the tenant or by posting the
4 same on the leased premises.

5 (c) When the tenant is a corporation or similar entity,
6 service of the complaint shall be made pursuant to the
7 requirements for service of process on a corporation or similar
8 entity under the Pennsylvania Rules of Civil Procedure.

9 Section 1005. Answer to the Complaint.--At the time when the
10 complaint is to be heard, the defendant, or any person in
11 possession or claiming possession of the rental unit, may
12 answer, orally or in writing. If the answer is oral, the
13 substance thereof shall be endorsed on the transcript.

14 Section 1006. Trial.--(a) On the day and at the time
15 appointed, the case shall be heard in the municipal court in
16 cities of the first class or in the court of the justice of the
17 peace in all other counties.

18 (b) If it shall appear that the complaint has been
19 sufficiently proven, the court shall enter judgment against the
20 tenant that the real property be delivered up to the owner and
21 judgment against the tenant for damages, if any, for the unpaid
22 detention of the demised premises, as well as for the amount of
23 rent, which remains due and unpaid and for the costs of the
24 proceeding.

25 (c) No default judgment against the defendant shall be
26 entered unless the court is satisfied that the defendant has
27 been properly served with a copy of the complaint, pursuant to
28 section 1004.

29 (d) After the fifth day following the hearing, in which a
30 judgment has been rendered in favor of the landlord, owner or

1 mortgagee in possession, the sheriff or any constable of the
2 county in which the property is located, at the direction of the
3 landlord, owner or mortgagee in possession shall serve a writ of
4 possession upon the tenant, commanding him to deliver actual
5 possession of the real property to the landlord, owner or
6 mortgagee in possession. Service of said writ of possession
7 shall be made by the sheriff or any constable of the county
8 within 48 hours after delivery of the writ to the sheriff or
9 constable.

10 (e) If within ten days after service by the sheriff or a
11 constable of the writ of possession the tenant has failed to
12 vacate the real property, the sheriff or a constable, at the
13 direction of the landlord, owner or mortgagee in possession, and
14 without further writs, shall turn over to the landlord, owner or
15 mortgagee in possession actual physical possession of the real
16 property and in executing said order for possession, the sheriff
17 or constable shall use such force as may be necessary to enter
18 upon the property, by breaking in of any door or otherwise and
19 to eject the tenant and any other unauthorized occupants and
20 shall deliver possession of said real property to the landlord,
21 owner, mortgagee in possession or his agent.

22 (f) If a writ of execution has been issued the sheriff or a
23 constable shall levy upon the tenant's property and sell the
24 same in accordance with the applicable rules of civil procedure.

25 (g) If, within ten days after service by the sheriff or any
26 constable of the county of the writ of possession, the tenant
27 has failed to vacate the real property, the sheriff or any
28 constable of the county, at the direction of the landlord, owner
29 or mortgagee in possession, and without any further writs, shall
30 turn over to the landlord, owner or mortgagee in possession,

1 actual physical possession of the property which shall include
2 but not be limited to removal of all personal property and/or
3 the tenants from the demised premises. At any time after the
4 hearing, and before any writ of possession is actually executed,
5 the landlord, owner or mortgagee in possession may, in any case
6 for the recovery of possession because of failure to pay rent,
7 accept from the tenant all rent due as of the date of the
8 tender, plus costs and reasonable legal fees incurred by the
9 landlord, owner or mortgagee in possession. Acceptance by the
10 landlord, owner or mortgagee in possession of the said tender
11 shall supersede and render the writ of possession of no effect.

12 Section 1007. Appeals.--(a) Cities of the First Class:

13 (1) In all landlord and tenant cases, the period of appeal
14 shall be limited to five days following the rendition of
15 judgment by the court.

16 (2) Either party, within five days from the date of the
17 judgment rendered by the court, may file with the prothonotary
18 of the common pleas court, notice of appeal, which shall include
19 the following:

20 (i) an appeal from the adjudication;

21 (ii) a copy of the transcript; and

22 (iii) exceptions to the findings and conclusions of the
23 court.

24 (3) All appeals filed shall be heard in the common pleas
25 motion court within 30 days of the filing of the appeal.

26 (4) Within five days of the filing of such appeal, appellant
27 shall serve upon appellee, copies of the appeal, transcript and
28 exceptions which were filed with the prothonotary. Upon failure
29 of the appellant to comply with this section, the prothonotary
30 shall, upon praecipe of the appellee, mark the appeal stricken

1 from the record.

2 (5) Briefs may be filed or presented in writing at the time
3 of the hearing in the motion court with the prior consent of the
4 judge of the motion court.

5 (6) It shall not be necessary for the municipal court to
6 certify its record, nor file the record in the office of the
7 prothonotary, unless either of the parties specifically request
8 that this be done. If the specific request is made, the record
9 shall be certified to the prothonotary's office within 20 days
10 after the appeal is filed.

11 (7) Appeals shall be heard by the motion court based upon
12 the transcript of the municipal court and the exceptions filed
13 thereto. No question shall be heard or considered by the motion
14 court which was not raised at the hearing before the municipal
15 court, except questions involving the jurisdiction of the
16 municipal court.

17 (8) When the case is reached upon the argument list of the
18 motion court, it shall be argued orally, unless the motion court
19 has previously permitted the submission of written briefs or
20 grants a continuance.

21 (b) Appeals, all other counties.

22 (1) In all landlord and tenant cases, the period of appeal
23 shall be limited to five days following the rendition of
24 judgment by the court.

25 (2) Either party, within five days from the date of judgment
26 rendered by the court, may file with the prothonotary of the
27 common pleas court where the property is located, notice of
28 appeal, which shall include the following:

29 (i) an appeal from the adjudication;

30 (ii) a copy of the transcript; and

1 (iii) exceptions to findings and conclusions of the court.

2 (3) All appeals shall be heard in the common pleas court
3 within 30 days of the filing of the appeal.

4 (4) Within five days of the filing of such appeal, appellant
5 shall serve upon appellee, copies of the appeal, transcript and
6 exceptions which were filed with the prothonotary. Upon failure
7 of appellant to comply with this section, the prothonotary
8 shall, upon praecipe of the appellee, mark the appeal stricken
9 from the record.

10 (5) The appeal shall be heard by a judge of the common pleas
11 court appointed by the president judge of the said common pleas
12 court within 30 days of the filing of the appeal. The appeal
13 shall be heard upon the transcripts and the exceptions filed
14 thereto. No question shall be heard or considered by the common
15 pleas court which was not raised at the hearing before the
16 landlord and tenant court or the justice of the peace, except
17 questions involving the jurisdiction of the landlord and tenant
18 court or the justice of the peace.

19 (6) The appeal before the judge of the common pleas court
20 shall be heard orally, unless permission to file written brief
21 is granted by the judge of the common pleas court prior to the
22 date and time for the hearing of the appeal or grants a
23 continuance.

24 (c) Stay of Proceedings.--Receipt by the prothonotary of the
25 common pleas court of the copy of the notice of appeal,
26 transcript and exceptions shall operate as a supersedeas to the
27 judgment for possession, if the appellant files with the
28 prothonotary a bond with surety approved by the prothonotary for
29 the payment of all rental payments due at the time of the filing
30 of the appeal.

1 (d) All rental payments which may become due during the
2 pendency of the appeal, shall be deposited with the common pleas
3 court monthly and if at any time during the appeal, the
4 appellant fails to pay rent as it becomes due into the common
5 pleas court, the appellee may file a praecipe with the
6 prothonotary ordering the prothonotary to remove the supersedeas
7 to the judgment of possession.

8 ARTICLE XI

9 Nondiscrimination

10 Section 1101. Nondiscrimination to Rent.--No person shall
11 discriminate in the rental of any residential dwelling unit as
12 provided in the act of October 27, 1955 (P.L.744, No.222), known
13 as the "Pennsylvania Human Relations Act," because of race,
14 color, creed, ancestry, sex, marital status, national origin,
15 the presence of a guide dog because of blindness of the user.

16 ARTICLE XII

17 Repeals and Effective Date

18 Section 1201. Application.--This act applies to rental
19 agreements entered into or extended after the effective date of
20 this act.

21 Section 1202. Repeals.--The following acts and parts of acts
22 are hereby repealed in so far as they relate to residential
23 leased dwelling units covered by this act:

24 (1) The act of April 6, 1951 (P.L.69, No.20), known as "The
25 Landlord and Tenant Act of 1951."

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

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

8 Section 1204. Effective Date.--This act shall take effect in
9 six months.