

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 944

Session of  
1977

INTRODUCED BY NOLAN, SCANLON, ROSS, ORLANDO, MOORE, DOUGHERTY,  
GEKAS, COPPERSMITH, LYNCH, EARLY AND HAGER, JUNE 13, 1977

REFERRED TO URBAN AFFAIRS AND HOUSING, JUNE 13, 1977

AN ACT

1 Relating to the rights, obligations, and liabilities of  
2 landlord, tenant, managing agent; and powers of local code  
3 enforcement agencies.

4 TABLE OF CONTENTS

5 Chapter 1. General Provisions

6 Section 101. Short title.

7 Section 102. Purposes; rules of construction.

8 Section 103. Territorial application.

9 Section 104. Exclusion from application of act.

10 Section 105. Jurisdiction and service of process.

11 Chapter 2. General Definitions and Principles of

12 Interpretation; Notice

13 Section 201. General definitions.

14 Section 202. Unconscionability.

15 Section 203. Notice.

16 Chapter 3. General Provisions of Rental Agreements

17 Section 301. Terms and conditions of rental agreement.

18 Section 302. Written lease.

1       Section 303.   Prohibited provisions in rental agreements.

2       Section 304.   Recovery of possession limited.

3       Section 305.   Waiver of subrogation clause.

4 Chapter 4.   Landlord Obligations

5       Section 401.   Landlord to supply possession of dwelling unit.

6       Section 402.   Disclosure.

7       Section 403.   Landlord to maintain fit premises.

8       Section 404.   Sale, transfer, assignment of property;

9                   transfer of security deposits.

10      Section 405.   Management transfer.

11      Section 406.   Security deposits.

12 Chapter 5.   Tenant Obligations

13      Section 501.   Tenant to maintain dwelling unit, surrender

14                   possession and pay rent.

15      Section 502.   Rules and regulations.

16      Section 503.   Access.

17      Section 504.   Tenant to use and occupy.

18 Chapter 6.   Tenant Remedies

19      Section 601.   Noncompliance by the landlord.

20      Section 602.   Failure to deliver possession.

21      Section 603.   Self-help for minor defects or emergency

22                   conditions.

23      Section 604.   Procedure where self-help authorized.

24      Section 605.   Rent withholding.

25      Section 606.   Fire or casualty damage.

26      Section 607.   Tenant's remedies for landlord's unlawful

27                   ouster, exclusion, or diminution of service.

28      Section 608.   Tenant's duty to remove goods.

29      Section 609.   Appeals.

30 Chapter 7.   Landlord Remedies

1       Section 701.   Noncompliance with rental agreement; failure to  
2                               pay rent.

3       Section 702.   Remedy after termination.

4 Chapter 8.   Periodic Tenancy; Holdover; Abuse of Access

5       Section 801.   Periodic tenancy; holdover remedies.

6 Chapter 9.   Retaliatory Action

7       Section 901.   Retaliatory conduct prohibited.

8 Chapter 10.   Summary Proceedings for Possession

9       Section 1001.   Grounds for summary proceedings.

10       Section 1002.   Who may maintain proceeding.

11       Section 1003.   Procedure before a district justice of the  
12                               peace and the municipal court.

13 Chapter 11.   Policy and Procedure

14       Section 1101.   Powers of local agencies.

15 Chapter 12.   Repeals and Effective Date

16       Section 1201.   Repeals.

17       Section 1202.   Savings clause.

18       Section 1203.   Effective date.

19       The General Assembly of the Commonwealth of Pennsylvania  
20 hereby enacts as follows:

21                               CHAPTER 1

22                               GENERAL PROVISIONS

23 Section 101.   Short title.

24       This act shall be known, and may be cited, as the  
25 "Residential Landlord and Tenant Act."

26 Section 102.   Purposes; rules of construction.

27       (a) This act shall be liberally construed and applied to  
28 promote its underlying purposes and policies.

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

30               (1) to simplify, clarify, modernize and revise the law

governing the rental of dwelling units and the rights,  
obligations, liabilities and remedies of landlord, tenant and  
managing agent;

(2) to define powers of local code enforcement agencies;  
and

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

Section 103. Territorial application.

This act applies to, regulates and determines rights,  
obligations and remedies under a rental agreement, wherever  
made, for a dwelling unit located within the Commonwealth of  
Pennsylvania.

Section 104. Exclusion from application of act.

(a) Unless created to avoid the application of this act, the  
following arrangements are not governed by this act:

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

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

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

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

(5) Occupancy by an employee of a landlord whose right

1 to occupancy is conditional upon employment in and about the  
2 premises.

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

5 (7) Occupancy of a dwelling unit under a rental  
6 agreement located on premises used primarily for agriculture  
7 purposes.

8 (b) Nothing in this act shall be construed to apply to  
9 nonresidential property.

10 Section 105. Jurisdiction and service of process.

11 (a) The municipal court in counties of the first class and  
12 the district justice in counties other than counties of the  
13 first class of this Commonwealth shall have jurisdiction over  
14 any landlord and tenant with respect to any conduct in this  
15 Commonwealth governed by this act or with respect to any claim  
16 arising from a transaction subject to this act. In addition to  
17 any other method provided by rule or by statute, personal  
18 jurisdiction over a landlord and tenant may be acquired in a  
19 civil action or proceeding instituted in the municipal court in  
20 counties of the first class and in the court of the justice of  
21 the peace in all counties other than counties of the first class  
22 by the service of process in the manner provided by this act.

23 (b) If a landlord is not a resident of this Commonwealth or  
24 is a corporation or a partnership not authorized to do business  
25 in this Commonwealth and engages in any conduct in this  
26 Commonwealth governed by this act, or engages in a transaction  
27 subject to this act, he shall designate an agent pursuant to  
28 section 402(a) upon whom service of process may be made in this  
29 Commonwealth. The agent shall be a resident of this Commonwealth  
30 or a corporation or a partnership authorized to do business in

1 this Commonwealth. The designation shall be in writing and filed  
2 with the Secretary of the Commonwealth. The registration and  
3 designation of out-of-Commonwealth landlords shall be a matter  
4 of public record. If no designation is made and filed, or if  
5 process cannot be served in this Commonwealth upon the  
6 designated agent, process may be served upon the Secretary of  
7 the Commonwealth, but service upon him is not effective unless  
8 the plaintiff or petitioner forthwith mails a copy of the  
9 process or pleading by registered or certified mail to the  
10 defendant or respondent at his last known address. An affidavit  
11 of compliance with this section shall be filed with the clerk of  
12 the court on or before the return day of the process, if any, or  
13 within any further time the court allows.

14 CHAPTER 2

15 GENERAL DEFINITIONS AND PRINCIPLES OF  
16 INTERPRETATION; NOTICE

17 Section 201. General definitions.

18 The following words and phrases, when used in this act, shall  
19 have, unless the context clearly indicates otherwise, the  
20 meanings given to them in this section:

21 "Abandonment." Shall be presumed on a prima facie basis  
22 where the tenant has been absent and unheard of for more than 30  
23 days, the rental is delinquent for more than 15 days and the  
24 landlord has notified the tenant in accordance with section 203.

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

29 "Dwelling unit." A structure or the part of a structure that  
30 is used as a home, residence, or sleeping place by one person

1 who maintains a household or by two or more persons who maintain  
2 a common household.

3 "Emergency." An "emergency" constitutes any immediate threat  
4 to the health and safety of a dwelling's occupants or immediate  
5 threat to the structural safety of the dwelling.

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

9 "Local code enforcement agency." Any municipality or agency  
10 empowered to enforce a housing code, building code, fire  
11 prevention code, plumbing code or electrical code.

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

17 "Owner." One or more persons, jointly or severally, in whom  
18 is vested:

19 (1) all or part of the legal title to property; or

20 (2) all or part of the beneficial ownership and a right  
21 to the present use and enjoyment of the premises; and the  
22 term includes a mortgagee in possession.

23 "Person." Includes an individual or organization.

24 "Premises." A dwelling unit and the structure of which it is  
25 a part, and facilities, and appurtenances therein, and grounds,  
26 areas and facilities held out for the use of the tenants  
27 generally or whose use is promised to the tenant.

28 "Rental agreement." 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 "Security deposit." Any amount of money to secure faithful  
3 performance of the rental agreement. This money shall be held by  
4 the landlord or his agent to compensate him for damages or for  
5 unpaid rent pursuant to section 406(a) and shall be refundable  
6 at the end of the term of the rental agreement with interest  
7 accrued, where applicable, pursuant to section 406(b).

8 "Single family residence." A structure maintained and used  
9 as a single residential dwelling unit. Notwithstanding that a  
10 dwelling unit shares one or more walls with another dwelling  
11 unit, it is a single family residence if it has direct access to  
12 a street or thoroughfare and shares neither heating facilities  
13 nor hot water equipment.

14 "Tenant." A person entitled under a rental agreement to  
15 occupy a dwelling unit to the exclusion of others.

16 "Transient occupancy." A residence by one or more persons of  
17 a temporary nature in a hotel, motel or lodging subject to the  
18 act of March 4, 1971 (P.L.6, No.2), known as the "Tax Reform  
19 Code of 1971."

20 "Unfit for human habitation." Premises are unfit for human  
21 habitation when continued occupancy of the same involves an  
22 immediate threat to the health and safety of the tenant and  
23 occupants.

24 Section 202. Unconscionability.

25 (a) If the court, as a matter of law, finds:

26 (1) a rental agreement or any provision thereof was  
27 unconscionable when made, the court may enforce the remainder  
28 of the agreement without the unconscionable provision, or  
29 limit the application of any unconscionable provision to  
30 avoid an unconscionable result or where the unconscionability



1 goes to the essence of the rental agreement, refuse to  
2 enforce the entire agreement; or

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

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

15 Section 203. Notice.

16 A person has notice of a fact if:

17 (1) he has actual knowledge of it; or

18 (2) he has received a notice or notification of it.

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

21 A person "receives" a notice or notification when:

22 (1) it comes to his attention;

23 (2) in the case of the landlord, it is delivered at the  
24 place of business of the landlord or his agent or at the  
25 place where rent is customarily paid, or mailed by regular  
26 mail to such place; or

27 (3) in the case of the tenant, it is delivered in hand  
28 to the tenant, or an adult member of the household, or mailed  
29 by regular mail to him at the place of residence or, in the  
30 absence of such designation, to his last known place of

1 residence.

## 2 CHAPTER 3

### 3 GENERAL PROVISIONS OF RENTAL AGREEMENTS

4 Section 301. Terms and conditions of rental agreement.

5 (a) The landlord and tenant may include in a rental  
6 agreement, terms and conditions not prohibited by this act or  
7 any other act.

8 (b) In the absence of agreement, the tenant shall pay as  
9 rent the fair rental value for the use and occupancy of the  
10 dwelling unit, and the tenancy shall be governed by the  
11 provisions of this act.

12 (c) Rent shall be payable without demand or notice at the  
13 time and place agreed upon by the parties. Unless otherwise  
14 agreed, periodic rent is payable at the dwelling unit and is  
15 payable at the beginning of any term of one month or less and  
16 otherwise in equal monthly installments on the first day of each  
17 month. Unless otherwise agreed, rent shall be uniformly  
18 apportionable from day to day.

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

22 (e) Where rent or other moneys are paid by cash, the  
23 landlord shall issue a receipt to the tenant for same. No  
24 receipt is required when payment is by check, bank draft, postal  
25 money order or other type of money order.

26 Section 302. Written lease.

27 The landlord must agree to use and must provide a written  
28 lease at the request of the tenant, at no extra fee, either  
29 prior to or after entering into a rental agreement. The tenant  
30 also must agree to use a written lease at the request of the

1 landlord.

2 Section 303. Prohibited provisions in rental agreements.

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

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

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

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

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

14 (5) agrees to waive the debtors exemption provided by  
15 act of April 9, 1849 (P.L.533, No.356), entitled "An act to  
16 exempt property to the value of three hundred dollars from  
17 levy and sale on execution and distress for rent."

18 (b) A provision prohibited by subsection (a) which is  
19 included in a rental agreement, is unenforceable. If a landlord  
20 deliberately uses a rental agreement containing provisions known  
21 by him to be prohibited, the tenant may recover the actual  
22 damages sustained by him.

23 Section 304. Recovery of possession limited.

24 A landlord may not recover or take possession of the dwelling  
25 unit by action or otherwise, including willful diminution of  
26 services to the tenant by interrupting or causing the  
27 interruption of electric, gas, water, or heat to the tenant,  
28 except in cases of surrender or abandonment or as permitted in  
29 this act.

30 Section 305. Waiver of subrogation clause.

1 Neither the landlord nor the tenant shall be liable to each  
2 other respectively nor to any insurer or other party claiming by  
3 way of subrogation through or under either one with respect to  
4 any loss, damage, injury, or death to the extent that either of  
5 them shall be reimbursed or has the right to be reimbursed out  
6 of insurance carried by the landlord or the tenant, as the case  
7 may be, with respect to such loss, damage, injury, or death.

#### 8 CHAPTER 4

#### 9 LANDLORD OBLIGATIONS

10 Section 401. Landlord to supply possession of dwelling unit.

11 At the commencement of the term, the landlord shall deliver  
12 possession of the premises to the tenant in compliance with the  
13 rental agreement.

14 Section 402. Disclosure.

15 (a) The landlord or any person authorized to enter into a  
16 rental agreement on his behalf shall disclose in the written  
17 rental agreement or otherwise to the tenant in writing at or  
18 before the commencement of the tenancy the name and address of:

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

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

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

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

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

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

5 Section 403. Landlord to maintain fit premises.

6       (a) The landlord shall, with reasonable promptness:

7           (1) comply with the requirements of applicable building,  
8       fire prevention, and housing codes materially affecting  
9       health, and safety: Provided, however, That where a code  
10      violation is caused by the deliberate or negligent acts of  
11      the tenant or other persons on the premises with the tenant's  
12      consent, the landlord's obligation for code compliance shall  
13      be suspended until the landlord regains possession of the  
14      property;

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

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

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

24       (b) The landlord and tenant of a single family residence may  
25      agree in writing that the tenant perform specified repairs,  
26      maintenance tasks, alterations and remodeling, but only if the  
27      transaction is entered into in good faith and in accordance with  
28      the rental agreement.

29       (c) The landlord and tenant of any dwelling unit other than  
30      a single family residence may agree that the tenant is to

1 perform specified repairs, maintenance tasks, alterations or  
2 remodeling only if:

3 (1) the agreement of the parties is entered into in good  
4 faith and in accordance with the rental agreement or set  
5 forth in a separate writing signed by the parties and  
6 supported by consideration; or

7 (2) the agreement does not diminish or affect the  
8 obligation of the landlord to other tenants in the premises.

9 (d) Nothing in this section may be raised by a tenant as a  
10 defense to an action for nonpayment of rent.

11 Section 404. Sale, transfer, assignment of property; transfer  
12 of security deposits.

13 (a) Upon termination of the landlord's interest in the  
14 residential dwelling unit whether by sale, assignment,  
15 appointment of receiver, or otherwise, the landlord shall,  
16 within 30 days after conveyance, transfer the security deposits  
17 and interest thereon, as provided by law, remaining after any  
18 lawful deductions to the landlord's successor in interest, and  
19 shall, within 30 days after conveyance, notify the tenants by  
20 regular mail of such transfer, the amount transferred, and of  
21 the transferee's name and address, or obtain from the tenant a  
22 writing indicating that the tenant received notice of such  
23 transfer.

24 (b) Compliance by the landlord with subsection (a) shall  
25 relieve the landlord of further liability with respect to  
26 security deposits and interest thereon upon written  
27 acknowledgment by the transferee of the receipt of such security  
28 deposits.

29 (c) Any rental agreement shall be binding on the successors  
30 and assigns of the parties thereto, and no provisions, terms, or

1 obligations therein contained shall be affected, modified or  
2 changed in any respect whatsoever by any sale, transfer or  
3 assignment of any party thereto or affected, modified, or  
4 changed in any respect whatsoever by a change of any kind in the  
5 legal status, ownership, or management of either party thereto:  
6 Provided, however, That the rental agreement may be terminated  
7 upon at least 60 days' written notice by the landlord in the  
8 event of a bona fide sale of the premises, if the lease  
9 agreement provides therefor in not less than eight point type in  
10 boldface capital letters.

11 Section 405. Management transfer.

12 (a) Upon termination of the managing agent's contract in the  
13 dwelling unit, the managing agent shall, within 30 days,  
14 transfer all security deposits, current lease files including  
15 records of rental payment, and all other books and records to  
16 which the landlord is entitled to the landlord or to the newly  
17 appointed managing agent designated by the landlord.

18 (b) In the event of a sale which results in the termination  
19 of the managing agent's contract, the aforementioned records and  
20 security deposits shall be turned over to the vendee or other  
21 person designated by him within 30 days of the termination.

22 (c) In the event of the failure on the part of the managing  
23 agent whose services have been terminated to comply with this  
24 section, the landlord or vendee may immediately bring an action  
25 in the court of common pleas for equitable relief, actual  
26 damages and/or punitive damages in an amount not to exceed  
27 \$1,000 and attorney's fees.

28 Section 406. Security deposits.

29 (a) Security deposits may be requested and held by the  
30 landlord, to secure compensation to the landlord, for the

1 following purposes and for no other:

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

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

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

8 (b) (1) A security deposit shall continue to be the  
9 property of the tenant until lawfully applied as compensation  
10 to the landlord in accordance with the terms of this act.  
11 Said security deposit shall be held by the landlord or the  
12 landlord's agent on behalf of the tenant.

13 (2) The security deposit shall not be an asset of nor  
14 shall it be commingled with the personal property of either  
15 the landlord or the landlord's agent, unless the landlord is  
16 bonded in accordance with subsection (e).

17 (3) The claim of the tenant to the security deposit  
18 shall be prior to the claim of any creditor of the landlord,  
19 including any trustee in bankruptcy, irrespective of whether  
20 the security deposit is commingled with other funds.

21 (c) (1) The amount of any security deposit shall not exceed  
22 a sum equal to two months's rent, which amount need not  
23 include any additional deposits which may be required for  
24 household pets.

25 (2) Whenever a tenant has been in continuous possession  
26 of the premises for a period of five years or longer, the  
27 amount of such tenant's security deposit may not be increased  
28 thereafter, irrespective of any increase or increases in  
29 rent.

30 (3) At the beginning of a rental term, a landlord may



1 not require a tenant to pay a total amount in excess of three  
2 months rent for the purposes of rental payments and a  
3 security deposit, plus a reasonable fee for a credit report,  
4 if any.

5 (d) Unless a landlord elects to comply with the bonding  
6 provisions of subsection (e):

7 (1) any security deposit which exceeds one month's rent  
8 shall be deposited by the landlord with a banking institution  
9 which is regulated by the Federal Reserve Board, the Federal  
10 Home Loan Bank Board, the Comptroller of the Currency or the  
11 Pennsylvania Department of Banking, in a savings account or  
12 in a certificate of deposit, which account or certificate  
13 bears interest at no less than the rate currently paid by  
14 such banking institution on passbook savings deposits;

15 (2) within 30 days of a landlord's receipt of any  
16 security deposit which exceeds one month's rent the landlord  
17 shall state in the lease or give written notice to each  
18 tenant making any such security deposit, the name and address  
19 of the banking institution in which the security deposit is  
20 being held, the amount of such security deposit and the name  
21 under which the money has been so deposited;

22 (3) all such security deposits may be placed in one or  
23 more interest-bearing accounts or certificates;

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

1 and

2 (5) the balance of interest earned on all such security  
3 deposits shall be the property of the tenant making the  
4 security deposit less deductions provided for in subsection  
5 (a) and shall be paid by the landlord to the tenant within 30  
6 days after either the termination of the rental agreement or  
7 the surrender and acceptance of the leasehold premises,  
8 whichever first occurs: Provided, nevertheless, That the  
9 balance of accrued interest shall be paid to the tenant no  
10 less than once every three years, the first interest payment  
11 being due three years after the initial deposit of the  
12 security deposit in an interest-bearing account or  
13 certificate.

14 (e) A landlord who would otherwise be subject to the  
15 requirements of subsection (d) may, in the alternative, secure a  
16 bond which meets each of the following requirements:

17 (1) The landlord shall guarantee to the tenant that,  
18 within 30 days of either the termination of the rental  
19 agreement or the surrender and acceptance of the leasehold  
20 premises, whichever first occurs, the security deposit will  
21 be returned to the tenant, together with interest on the  
22 security deposit at the passbook rate, less the cost of any  
23 amount due to the landlord for either damages caused by the  
24 tenant or for past due rent or any other breach of the rental  
25 contract.

26 (2) The guarantee shall be made in writing, shall be  
27 payable to the tenant as obligee, shall be secured by a good  
28 and sufficient guarantee bond issued by a bonding company or  
29 other surety licensed to do business in Pennsylvania and  
30 tenant shall be provided with the name of the bonding company

1       within 30 days of the landlord's receipt of the security  
2       deposit.

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

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

20      (g) Every tenant shall provide his or her landlord with such  
21      tenant's forwarding address in writing, upon, before or within  
22      ten days after the termination of the lease or surrender and  
23      acceptance of the leasehold premises. Any tenant who fails to  
24      provide a written forwarding address at such time, shall forfeit  
25      all rights to recover more than that provided for under  
26      subsection (f).

27      (h) If a landlord fails to comply with subsection (f) and  
28      the tenant has complied with subsection (g), the landlord shall  
29      be liable in assumpsit for double the amount by which the  
30      security deposit, including any unpaid interest thereon, exceeds

1 the actual damages to the leased premises caused by the tenant,  
2 as determined by any court of record or any court not of record  
3 having jurisdiction in civil actions at law.

4 (i) 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 (j) Insofar 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 CHAPTER 5

### 12 TENANT OBLIGATIONS

13 Section 501. Tenant to maintain dwelling unit, surrender  
14 possession and pay rent.

15 The tenant shall:

16 (1) comply with all obligations imposed upon tenants by  
17 applicable provisions of building and housing codes;

18 (2) keep clean that part of the premises that he  
19 occupies;

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

22 (4) use in a reasonable manner all electrical, plumbing,  
23 sanitary, heating, ventilating, air conditioning, elevators  
24 and other facilities and appliances in the premises;

25 (5) not destroy, deface, damage or remove any part of  
26 the premises or permit any person to do so;

27 (6) conduct himself and require other persons on the  
28 premises with his consent to conduct themselves in a  
29 reasonable manner which will not unduly disturb his neighbors  
30 peaceful enjoyment of the premises;

1           (7) take steps reasonably calculated to notify the  
2 landlord of any emergency maintenance problems as soon as  
3 possible;

4           (8) peaceably surrender possession of the premises at  
5 the end of the term of the rental agreement; and

6           (9) pay rent in compliance with the rental agreement,  
7 except as qualified by section 603, 604 or 605 of this act.

8 Section 502. Rules and regulations.

9 A landlord, from time to time, may adopt any rule or  
10 regulation, however described, concerning the tenant's use and  
11 occupancy of the premises. Such rule or regulation is  
12 enforceable against the tenant only if:

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

18           (2) it is reasonably related to the purpose for which it  
19 is adopted;

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

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

25           (5) it is not for the purpose of evading the obligations  
26 of the landlord; and

27           (6) the tenant has notice of it at the time he enters  
28 into the rental agreement; however, a rule or regulation  
29 adopted after the tenant enters into the rental agreement is  
30 enforceable against the tenant if 30 days' notice of its

1 adoption is given to the tenant and it does not work a  
2 substantial hardship upon the tenant.

3 Section 503. Access.

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

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

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

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

23 (e) A tenant may install a special lock on his dwelling  
24 entrance door only after procuring written permission of the  
25 landlord and shall be required to give the landlord a key for  
26 such special lock installed by the tenant in order that the  
27 landlord may gain access to the premises in the event of an  
28 emergency.

29 Section 504. Tenant to use and occupy.

30 Unless otherwise agreed, the tenant shall occupy his dwelling

1 unit only as a dwelling unit.

2 CHAPTER 6

3 TENANT REMEDIES

4 Section 601. Noncompliance by the landlord.

5 Except as provided in this act, the tenant may obtain  
6 injunctive relief for any material noncompliance by the landlord  
7 with the rental agreement or section 403 which involves imminent  
8 danger to the health and safety of the tenant and other  
9 occupants of the premises, as well as damages for any  
10 noncompliance thereof. The tenant is not entitled to any  
11 remedies unless he is current in his rent.

12 Section 602. Failure to deliver possession.

13 If the landlord fails to deliver possession of the dwelling  
14 unit to the tenant as provided in section 401, the tenant may:

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

18 (2) demand performance of the rental agreement by the  
19 landlord and, if the tenant elects, maintain an action for  
20 possession of the dwelling unit against any person wrongfully  
21 in possession and recover damages sustained by him from the  
22 wrongful occupant.

23 Section 603. Self-help for minor defects or emergency  
24 conditions.

25 (a) Minor Defects.

26 (1) If the premises are in violation of the applicable  
27 building and housing codes, if any, and rent is current, the  
28 tenant may, after 15 days notice to the landlord of the  
29 defect, notify the appropriate local code enforcement agency  
30 and request an inspection of his dwelling unit and premises.

1 A copy of the notice shall be given to the landlord.

2 (2) If the local code enforcement agency finds that  
3 there are conditions at the premises that are in violation of  
4 the applicable building and housing codes, if any, and which  
5 materially affect health and safety and are the  
6 responsibility of the landlord for their correction, the  
7 local enforcement agency shall give written notice to the  
8 landlord to correct the conditions.

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

12 (4) If the local code enforcement agency is unable to  
13 serve notice of the violations upon the landlord or if the  
14 landlord has not commenced, in good faith, the correction of  
15 the cited violations within 15 days from the receipt of the  
16 violation notice, or if, at any time thereafter, the landlord  
17 does not continue to make a good faith effort to correct the  
18 cited violations, the local code enforcement agency may give  
19 written notice to the tenant authorizing the tenant to  
20 proceed under section 604 (a).

21 (b) Emergency conditions.

22 (1) If the landlord fails to comply with section 403,  
23 and rent is paid on a current basis, the tenant may notify  
24 the landlord and the appropriate local code enforcement  
25 agency and request an inspection of his dwelling unit or  
26 premises.

27 (2) If the local code enforcement agency finds that  
28 there are conditions at the premises that are of imminent  
29 danger to the health and safety of the tenants of the  
30 dwelling which are the responsibility of the landlord, the



1 local code enforcement agency shall give written notice to  
2 the landlord to correct the emergency conditions within not  
3 less than 48 hours from the receipt of the notice.

4 (3) The local code enforcement agency shall provide the  
5 tenant with a list of violations constituting an imminent  
6 danger to the health or safety of the tenant. The local code  
7 enforcement agency shall also give written notice to the  
8 tenant authorizing the tenant to proceed under section 604  
9 (a).

10 Section 604. Procedure where self-help authorized.

11 (a) If the tenant has received authorization to proceed from  
12 the local code enforcement agency under section 603, he may do  
13 the following:

14 (1) The tenant shall submit to the landlord and the  
15 local code enforcement agency that authorized the tenant to  
16 proceed a written estimate listing the repair work to be  
17 completed and its cost. The estimate shall not include any  
18 costs for repairs which are not listed by the local code  
19 enforcement agency pursuant to section 603. If the tenant  
20 will be making the repairs himself, the tenant may include in  
21 the estimate labor costs of up to but not more than the  
22 prevailing Federal minimum hourly wage rate.

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

28 (2) If the cost of the repairs does not exceed the total  
29 of \$300, and the landlord has not made a good faith effort to  
30 correct the cited violations or emergency conditions, the

1 local code enforcement agency that authorized the tenant to  
2 proceed shall, within ten days from the date of the receipt  
3 of the estimate submitted by the tenant, notify the tenant  
4 and the landlord that the tenant is authorized or is not  
5 authorized to make the repairs at the expense of the landlord  
6 by deducting the cost of the repairs from the rental  
7 payments. Authorization may be granted only where the  
8 estimate submitted by the tenant lists repairs which were  
9 found to be violations or emergency conditions at the  
10 premises.

11 (3) If the local code enforcement agency notifies the  
12 tenant that he is not authorized to make the repairs at the  
13 expense of the landlord by deducting the cost of the repairs  
14 from the rental payments, the tenant may submit a revised  
15 estimate listing the repair work to be completed, its cost,  
16 and a statement that he intends to correct the cited  
17 violations or emergency conditions at the expense of the  
18 landlord by deducting the cost of the repairs from the rental  
19 payments.

20 (4) If the tenant receives authorization to make repairs  
21 pursuant to section 604 (a)(2), then the violations or  
22 emergency conditions listed by the local code enforcement  
23 agency may be corrected by the tenant or by a contractor or  
24 repairman hired by the tenant.

25 (5) After the repairs have been completed by the tenant  
26 and the violations or emergency conditions have been  
27 certified as abated by the local code enforcement agency, the  
28 tenant shall deduct from his rent the cost of the repairs,  
29 including labor costs, provided that the tenant shall not  
30 deduct more than a total of \$300.

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

4       (b) The tenant shall only be permitted to use the provisions  
5       of this section if he commences, in good faith, the correction  
6       of the cited violations or emergency conditions within 30 days  
7       from the receipt of authorization to make repairs pursuant to  
8       section 604 (a)(2).

9       (c) The total cost of repairs made pursuant to this section  
10      in lieu of payment for rent during each six-month period  
11      shall not exceed a total of \$300.

12      (d) In no event may a tenant repair a dwelling at the  
13      expense of the landlord in lieu of payment for rent when the  
14      condition complained of was caused by the deliberate or  
15      negligent act of the tenant, a member of the tenant's family,  
16      or other person on the premises with the tenant's consent.

17      (e) The tenant shall not be permitted to proceed under this  
18      section for repair of minor defects under section 603 (a) if the  
19      tenant has, within the previous 12 months, paid rent into an  
20      escrow account pursuant to section 605 while living in the same  
21      dwelling unit.

22      (f) This section shall not be construed to impose upon the  
23      tenant any additional duties or obligations to repair the  
24      subject dwelling other than those contained in Chapter 5.

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

30      (h) If the local code enforcement agency gives authorization

1 to the tenant to make repairs pursuant to this section, the  
2 authorization shall be construed only as a notice that the terms  
3 of section 604 (a)(2) have been fulfilled and the local code  
4 enforcement agency or municipality shall not be liable for  
5 damages to any person which may result from the tenant's bad  
6 faith submission of the estimate, errors in the estimate, or the  
7 quality of the repairs made to the subject premises. Also, the  
8 landlord shall not be found to be in violation as to the  
9 conditions sought to be corrected by the tenant.

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

15 Section 605. Rent withholding.

16 (a) Notwithstanding any agreement, whenever the Department  
17 of Public Safety, Public Health Department, Department of  
18 Building Inspection, or other local code enforcement agency of  
19 any county or of any municipality situated therein, certifies a  
20 dwelling unit as unfit for human habitation, the duty of any  
21 tenant of such dwelling unit to pay, and the right of the  
22 landlord to collect rent, shall be suspended without affecting  
23 any other terms or conditions of the landlord-tenant  
24 relationship, until the dwelling unit is certified as fit for  
25 human habitation or until the tenancy is terminated for any  
26 reason other than nonpayment of rent. During any period when the  
27 duty to pay rent is suspended, and the tenant continues to  
28 occupy the dwelling, the rent withheld shall nevertheless be  
29 deposited by the tenant on or before the date rental payments  
30 are due under the rental agreement in an escrow account in a

1 bank or trust company approved by the municipality and shall be  
2 paid to the landlord by the escrow agent when the dwelling unit  
3 is certified as fit for human habitation at any time within six  
4 months from the date on which the dwelling unit was certified as  
5 unfit for human habitation. Every bank, trust company, or escrow  
6 agent with which withheld rent is deposited in escrow, shall  
7 furnish the landlord within five days after deposit, the name of  
8 the tenant who deposited the rent, the date and the amount of  
9 the deposit and the address of the rental unit.

10 (b) The local code enforcement agency shall provide both the  
11 landlord and the tenant with a list of the violations found at  
12 the dwelling unit with a request to the landlord to commence the  
13 correction of the cited violations.

14 (c) If, at the end of six months after the certification of  
15 a dwelling unit as unfit for human habitation such dwelling unit  
16 has not been certified as fit for human habitation, any moneys  
17 deposited in escrow on account of continued occupancy shall be  
18 used for the purpose of making such dwelling unit fit for human  
19 habitation or for the payment of utility services for which the  
20 landlord is obligated but which he refuses or is unable to pay.  
21 During such six month period, funds may be withdrawn from escrow  
22 from time to time, upon approval by the local code enforcement  
23 agency, and paid directly to the contractor or contractors  
24 employed by the landlord to correct the cited violations or for  
25 utilities.

26 (d) The repairs required of the landlord under this section  
27 shall be such as to correct conditions which materially affect  
28 the health and safety of the tenants and occupants of the  
29 premises and not such as to provide mere convenience or cosmetic  
30 improvement.

(e) While rent is deposited in escrow, no tenant shall be evicted on the grounds that the term for which the property was leased or rented is fully ended. Furthermore, no tenant shall be evicted in retaliation for exercising rights provided under this section. Retaliation shall be presumed whenever the landlord institutes eviction proceedings on the basis of breaches of the lease or violations of this act known to the landlord for a reasonable time prior to the date upon which the tenant exercised his rights under this section.

(f) The provisions of this act relating to rent withholding shall only be effective in and apply to those municipalities which have elected coverage under the act of January 24, 1966 (1965 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 allowance."

(g) This section shall apply if the dwelling unit is rendered unfit for habitation by the deliberate or negligent act of the tenant, a member of his family, or other person on the premises with his consent.

Section 606. 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:

- (1) if continued occupancy is unlawful; shall 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

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

6       (b) If the rental agreement is terminated, the landlord  
7 shall return all of the security deposit or portion thereof  
8 recoverable by law.

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

14 Section 607. Tenant's remedies for landlord's unlawful

15           ouster, exclusion, or diminution of service.

16       If the landlord unlawfully removes or excludes the tenant  
17 from the premises or willfully and deliberately, except in the  
18 ordinary course of repairing the premises, diminishes services  
19 to the tenant by interrupting or causing the interruption of  
20 electric, gas, water, hot water, or heat to the tenant, the  
21 tenant may recover possession or terminate the rental agreement,  
22 and, in either case, recover an amount of \$300 or the actual  
23 damages sustained by him, whichever is greater.

24 Section 608. Tenant's duty to remove goods.

25       If the landlord shall lawfully remove or exclude the tenant  
26 from the premises, it shall be the tenant's duty to remove all  
27 of his goods and personal property at the time of the lawful  
28 ouster. Should the tenant fail to so remove his goods and  
29 personal property, the landlord shall have no duty to care for  
30 or be responsible for the goods or personal property left on the

1 premises by the tenant.

2 Section 609. Appeals.

3 (a) Appeal rights as provided by law from the determination  
4 of the local code enforcement agency shall not be abrogated by  
5 this chapter.

6 (b) In the event of an appeal by the landlord from any  
7 determination of a local code enforcement agency, a tenant,  
8 authorized by the local code enforcement agency to proceed under  
9 sections 603 and 604, may make such repairs; but in the event  
10 that the determination of the local code enforcement agency is  
11 overruled, tenant shall pay the amount which was deducted from  
12 the rent pursuant to sections 603 and 604.

13 (c) Payment pursuant to subsection (b) shall be made to the  
14 landlord within 30 days from the receipt of the notice of a  
15 final determination of the appeal.

16 CHAPTER 7

17 LANDLORD REMEDIES

18 Section 701. Noncompliance with rental agreement; failure  
19 to pay rent.

20 (a) Except as provided in this act, if there is a material  
21 noncompliance by the tenant with the terms of the rental  
22 agreement, including the covenant to pay rent, or a  
23 noncompliance with section 501 materially affecting health or  
24 safety, the landlord may deliver a written notice to the tenant  
25 specifying the conditions constituting the breach and notifying  
26 him that the rental agreement will terminate upon a date not  
27 less than 14 days after receipt of the notice if the breach is  
28 not remedied within that time. Failure of the tenant to remedy  
29 the conditions specified in accordance with the notice will  
30 cause the lease to terminate thereby entitling the landlord to



1 commence an action for possession.

2 (b) Notwithstanding any provision to the contrary contained  
3 in this act, the following clause contained in any rental  
4 agreement shall be enforced:

5 "The parties to this agreement agree that the landlord may  
6 commence an action for possession if:

7 (1) rent is unpaid when due; and

8 (2) the tenant fails to pay the rent within five days  
9 after written notice by the landlord of nonpayment and of his  
10 intention to terminate the rental agreement. No other notice  
11 to the tenant shall be necessary."

12 (c) Except as provided in this act, the landlord may obtain  
13 injunctive relief for any material noncompliance by the tenant  
14 with the rental agreement, or section 501, which involves  
15 imminent danger to health or safety, as well as damages and/or  
16 possession for any noncompliance therewith.

17 Section 702. Remedy after termination.

18 If the rental agreement is terminated pursuant to section  
19 701, the landlord may have a claim for possession and for rent  
20 and an additional claim for actual damages for breach of the  
21 rental agreement, all of which may be pursued in the same  
22 action.

23 CHAPTER 8

24 PERIODIC TENANCY; HOLDOVER; ABUSE OF ACCESS

25 Section 801. Periodic tenancy; holdover remedies.

26 (a) The landlord or the tenant may terminate a week-to-week  
27 tenancy by a written notice given to the other at least seven  
28 days prior to the termination date specified in the notice.

29 (b) In the absence of an agreement to the contrary regarding  
30 notice, the landlord or the tenant may terminate a tenancy

1 longer than a week-to-week tenancy by a written notice given to  
2 the other at least 30 days prior to the rental payment date  
3 specified in the notice.

4 (c) If the tenant remains in possession without the  
5 landlord's consent after expiration of the term of the rental  
6 agreement or its termination, the landlord may bring an action  
7 for possession; the landlord may recover an amount not more than  
8 actual damages sustained by him. If the landlord consents to the  
9 tenant's continued occupancy, section 301 (d) applies.

## 10 CHAPTER 9

### 11 RETALIATORY ACTION

12 Section 901. Retaliatory conduct prohibited.

13 (a) Except as provided in this section a landlord may not  
14 retaliate by increasing rent or decreasing services agreed to in  
15 the rental agreement or by bringing or threatening to bring an  
16 action for possession solely on the ground or grounds that:

17 (1) The tenant has complained to a governmental agency  
18 charged with responsibility for enforcement of a building or  
19 housing code of a violation applicable to the premises  
20 materially affecting health, safety or security.

21 (2) The tenant has joined or otherwise become involved  
22 with a tenant organization.

23 (b) Notwithstanding subsection (a), a landlord may bring an  
24 action for possession if:

25 (1) the violation of the applicable building or housing  
26 code was caused primarily by lack of reasonable care by the  
27 tenant or other person in his household or upon the premises  
28 with his consent;

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

30 (3) compliance with the applicable building or housing

code requires alteration or remodeling which would effectively deprive the tenant of the use of the dwelling unit. A detailed description of the work that is planned together with a timetable for completion must be submitted in writing to the local building or housing code enforcement agency before the action for possession will be permitted; or

(4) the term for which the property was leased or rented has expired.

(c) Notwithstanding subsection (a), a landlord may increase the tenants rent where such increase is applicable to all units of a complex or consistent with general increases in the particular community.

## CHAPTER 10

### SUMMARY PROCEEDINGS FOR POSSESSION

Section 1001. Grounds for summary proceedings.

A summary proceeding to recover the possession of real property may be maintained on one or more of the following grounds:

(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.

(2) The tenant unlawfully continues in possession of any part of the premises after termination of the rental agreement pursuant to section 701 (a) or (b).

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

(4) The landlord sues to gain possession of the premises to alter or remodel the premises pursuant to section 901 (b)(3).

1 Section 1002. Who may maintain proceeding.

2 (a) The proceeding may be initiated by:

3 (1) The landlord or his duly authorized agent.

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

6 (3) The next tenant of the premises whose term has  
7 begun; or his duly authorized agent.

8 (4) The mortgagee in possession or his duly authorized  
9 agent.

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

12 Section 1003. Procedure before a district justice of the  
13 peace and the municipal court.

14 (a) The procedure before a district justice of the peace for  
15 the recovery of possession of real property, and appeals  
16 therefrom, unless inconsistent with this chapter, shall be  
17 governed by the Pennsylvania Minor Court Civil Procedure Rules  
18 governing actions before district justices of the peace.

19 (b) The procedure before the Municipal Court of the County  
20 of Philadelphia for the recovery of possession of real property,  
21 and appeals therefrom, shall be governed by sections 501 through  
22 511 of the act of April 6, 1951 (P.L.69, No.20), known as "The  
23 Landlord and Tenant Act of 1951."

24 CHAPTER 11

25 POLICY AND PROCEDURE

26 Section 1101. Powers of local agencies.

27 Local code enforcement agencies may adopt rules, regulations  
28 and procedures which implement the provisions of this act.

29 CHAPTER 12

30 REPEALS AND EFFECTIVE DATE

1 Section 1201. Repeals.

2 The following acts and parts of acts are hereby repealed  
3 insofar as they relate to leased dwelling units covered by this  
4 act:

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

7 (ii) All acts or parts of acts heretofore enacted  
8 are repealed insofar as such acts conflict or are  
9 inconsistent with the provisions of this act.

10 Section 1202. Savings clause.

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

18 Section 1203. Effective date.

19 This act shall take effect in six months and shall apply to  
20 rental agreements entered into or renewed after the effective  
21 date of this act.