

## THE GENERAL ASSEMBLY OF PENNSYLVANIA

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# HOUSE BILL

## No. 1380

Session of  
1981

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INTRODUCED BY VROON, PRATT, MAIALE, LETTERMAN, PERZEL, MERRY,  
ITKIN, MORRIS, E. Z. TAYLOR AND PISTELLA, MAY 5, 1981

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AS AMENDED ON THIRD CONSIDERATION, HOUSE OF REPRESENTATIVES,  
APRIL 19, 1982

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## AN ACT

1 Amending the act of November 26, 1978 (P.L.1255, No.299),  
2 entitled "An act providing for notice and the right to cure  
3 landlord's default to avoid the termination of utility  
4 service to tenants," further providing for landlord  
5 ratepayers and tenants, and for notice prior to  
6 discontinuance of service.

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

9 Section 1. The definitions of "landlord ratepayer,"  
10 "residential building," and "tenant" of section 2, act of  
11 November 26, 1978 (P.L.1255, No.299), known as the "Utility  
12 Service Tenants Rights Act," are amended and the section is  
13 amended by adding a definition to read:

14 Section 2. Definitions.

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

18 "Billing month." A period of time not to exceed 35 days.

19 "Landlord ratepayer." One or more individuals or an

1 organization listed on a gas, electric, steam or water utility's  
2 records as the party responsible for payment of the gas,  
3 electric, steam or water service provided to one or more  
4 residential units of a residential building or mobile home park  
5 of which building or mobile home park the party is not the sole  
6 occupant; in the event the landlord ratepayer, as defined above,  
7 is not party to a lease between himself or itself and the  
8 tenant, as hereinafter defined, the term shall also include the  
9 individual or organization to whom the tenant, as hereinafter  
10 defined, makes rental payments pursuant to an oral or written  
11 lease.

12 \* \* \*

13 "Residential building." A building containing one or more  
14 dwelling units occupied by one or more tenants[, but excluding].  
15 The term does not include nursing homes, hotels [and], motels or  
16 any dwelling wherein the landlord ratepayer is resident and  
17 shares common heating facilities with three or less tenants and  
18 shares common access to all parts of such dwelling unit.

19 "Tenant." Any person or group of persons [whose]  
20 contractually obligated to make rental payments to the landlord  
21 ratepayer pursuant to an oral or written lease of a dwelling  
22 unit in a residential building or mobile home park who is  
23 provided gas, electricity, steam or water[, pursuant to a rental  
24 arrangement for the dwelling unit, mobile home or plot of ground  
25 within a mobile home park, but] as an included service under  
26 such lease and who is not the ratepayer of the company which  
27 supplied such gas, electricity, steam or water.

28 Section 2. Subsection (a) of section 3 of the act, repealed  
29 in part October 5, 1980 (P.L.693, No.142), is amended to read:

30 Section 3. Notices before service to landlord ratepayer

1 discontinued.

2 (a) Except when required to prevent or alleviate an  
3 emergency or except in the case of danger to life or property,  
4 before any discontinuance of service within the utility's  
5 corporate limits, to a landlord ratepayer for nonpayment a  
6 public utility shall:

7 (1) Notify the landlord ratepayer of the proposed  
8 discontinuance in writing as prescribed in section 5 at least  
9 37 days before the date of discontinuance of service.

10 (2) Notify the following agencies which serve the  
11 community in which the affected premises are located in  
12 writing [at the time of delivery of notice to the tenants of  
13 the proposed discontinuance of service] at least 20 days  
14 after the time of delivery of notice to the tenants of the  
15 proposed discontinuance and at least ten days before  
16 discontinuance of service:

17 (i) the Department of Licenses and Inspections of  
18 any city of the first class;

19 (ii) the Department of Public Safety of any city of  
20 the second class, second class A or third class; and

21 (iii) the city or county Public Health Department or  
22 in the event that such a department does not exist, the  
23 Department of Health office responsible for that county.

24 (3) Notify each residential unit reasonably likely to be  
25 occupied by an affected tenant of the proposed discontinuance  
26 in writing as prescribed in section 6 at least seven days  
27 after notice to the landlord ratepayer pursuant to this  
28 section and at least 30 days before any such discontinuance  
29 of service. However, if within seven days of receipt of the  
30 notice to the landlord issued pursuant to this section, the

landlord ratepayer files a petition with the court disputing the right of the utility to discontinue service, such notice shall not be rendered until such petition has been adjudicated by the court provided the landlord ratepayer shall continue to pay the undisputed portion of current bills when due pending the final decision on the petition.

\* \* \*

Section 3. ~~Subsection~~ SECTION 4 AND SUBSECTION (b) of section 5 and sections 6, 7 and 8 of the act are amended AND A SECTION IS ADDED to read:

SECTION 4. IDENTIFYING TENANTS.

(A) AT LEAST 37 DAYS BEFORE THE DATE OF DISCONTINUANCE OF SERVICE, IT SHALL BE THE DUTY OF A PUBLIC UTILITY TO REQUEST FROM THE LANDLORD RATEPAYER THE NAMES AND ADDRESSES OF THE AFFECTED TENANTS. UPON RECEIVING [A] THIS LAWFUL REQUEST FOR THE NAMES AND ADDRESSES OF THE AFFECTED TENANTS PURSUANT TO THIS ACT, IT SHALL BE THE DUTY OF THE LANDLORD RATEPAYER TO PROVIDE THE UTILITY WITH THE NAMES AND ADDRESSES OF EVERY AFFECTED TENANT OF ANY BUILDING OR MOBILE HOME PARK FOR WHICH THE UTILITY IS PROPOSING TO DISCONTINUE SERVICE UNLESS WITHIN SEVEN DAYS OF RECEIPT OF THE NOTICE, THE LANDLORD RATEPAYER PAYS THE AMOUNT DUE THE UTILITY OR MAKES AN ARRANGEMENT WITH THE UTILITY TO PAY THE BALANCE.

(B) SUCH INFORMATION SHALL BE PROVIDED BY THE LANDLORD RATEPAYER:

(1) WITHIN SEVEN DAYS OF RECEIPT OF A REQUEST FROM A PUBLIC UTILITY FOR TENANTS NAMES PURSUANT TO SUBSECTION (A);  
OR

[(1)] (2) WITHIN SEVEN DAYS OF RECEIPT OF THE NOTICE TO THE LANDLORD RATEPAYER REQUIRED BY SECTION 3; OR

1           [(2)] (3) WITHIN THREE DAYS OF ANY ADJUDICATION BY A  
2 COURT HAVING JURISDICTION THAT THE LANDLORD RATEPAYER MUST  
3 PROVIDE THE REQUESTED INFORMATION IF THE LANDLORD FILES A  
4 PETITION WITH THE COURT WITHIN SEVEN DAYS OF RECEIPT OF THE  
5 NOTICE TO THE LANDLORD DISPUTING THE RIGHT OF THE UTILITY TO  
6 DISCONTINUE SERVICE; OR

7           (4) UPON THOSE TERMS AS ORDERED BY A COURT IN AN ACTION  
8 BROUGHT BY THE UTILITY UNDER THIS ACT.

9       (C) IT SHALL BE THE DUTY OF ANY PUBLIC UTILITY TO PURSUE ANY  
10 APPROPRIATE LEGAL OR EQUITABLE REMEDY IT HAS, NECESSARY TO  
11 OBTAIN FROM THE LANDLORD RATEPAYER, THE NAMES AND ADDRESSES OF  
12 ALL AFFECTED TENANTS OF A BUILDING OR MOBILE HOME PARK FOR WHICH  
13 THE UTILITY IS PROPOSING DISCONTINUANCE OF SERVICE TO SUCH  
14 LANDLORD RATEPAYER.

15 Section 5. Delivery and contents of discontinuance notice to  
16 landlord ratepayer.

17       \* \* \*

18       (b) Any one of the following procedures shall constitute  
19 effective notice to the landlord under section 3:

20           (1) Notice by certified mail if the utility receives a  
21 return receipt signed by the landlord ratepayer or his agent.

22           (2) Notice by personal service of the landlord ratepayer  
23 or his agent.

24           (3) [After unsuccessful attempts at personal service on  
25 two separate days, notice] Notice by first class mail and  
26 conspicuously posting at the landlord ratepayer's principal  
27 place of business or the business address which the landlord  
28 provided the utility as his address for receiving  
29 communications.

30 Section 6. Delivery and contents of first discontinuance

1 notice to tenants.

2 The notice required to be given to a tenant pursuant to  
3 section 3 shall be [mailed or otherwise delivered to the address  
4 of each affected tenant] ~~sent by first class mail to each~~ <—

5 ~~affected tenant by name at his individual dwelling unit and~~  
6 ~~posted in common areas~~, and shall contain the following

7 information] SENT BY FIRST CLASS MAIL TO EACH AFFECTED TENANT BY <—

8 NAME AT HIS INDIVIDUAL DWELLING UNIT, BY UNIT NUMBER OR UNIT

9 DESIGNATION, AND POSTED IN COMMON AREAS. WHENEVER THE UTILITY IS

10 UNABLE TO OBTAIN THE NAMES AND ADDRESS OF THE AFFECTED TENANTS

11 PURSUANT TO SECTION 4, THE NOTICES SHALL BE SENT BY FIRST CLASS

12 MAIL ADDRESSED TO "RESIDENT" AT EACH INDIVIDUAL DWELLING UNIT,

13 BY UNIT NUMBER OR UNIT DESIGNATION, OR OTHERWISE HAND DELIVERED

14 TO INDIVIDUAL DWELLING UNITS BY UNIT NUMBER OR UNIT DESIGNATION

15 AND POSTED IN COMMON AREAS. FOR PURPOSES OF THIS SECTION, THE

16 TERM "UNIT DESIGNATION" SHALL MEAN THE GEOGRAPHIC LOCATION OF A

17 DWELLING UNIT BY FLOOR AND FLOOR AREA. ALL NOTICES SHALL CONTAIN

18 THE FOLLOWING INFORMATION:

19 (1) the date on which the notice is rendered;

20 (2) the date on or after which service will be  
21 discontinued;

22 [(3) the circumstances under which service to the  
23 affected tenant may be continued, specifically referring to  
24 the conditions set out in section 7;]

25 (4) on each account, the bill for the [30-day] billing  
26 month period preceding the notice to the tenants except in  
27 the case of gas-nonheating, water and sewer service where the  
28 billing period is bimonthly or quarterly, the utility shall  
29 provide an estimate of costs for the previous billing month;

30 (5) [the statutory rights of a tenant to deduct the

1 amount of any direct payment to the utility from any rent  
2 payments then or thereafter due; to be protected against any  
3 retaliation by the landlord for exercising such statutory  
4 right; to recover money damages from the landlord for any  
5 such retaliation;] the following statement of the tenant's  
6 rights THE WORDS AND PHRASES OF WHICH APPEARING BELOW ALL IN <—  
7 CAPITAL LETTERS SHALL BE PRINTED IN 12-POINT BOLDFACE TYPE  
8 WITH THE FIRST LETTER PRINTED IN UPPER CASE AND THE LETTERS  
9 THAT FOLLOW IN LOWER CASE AND THE WORDS AND PHRASES NOT ALL  
10 APPEARING IN CAPITAL LETTERS SHALL BE PRINTED IN 10-POINT  
11 TYPE WITH ANY LETTER IN UPPER CASE TO REMAIN SO AND THE REST  
12 IN LOWER CASE.

13 NOTICE <—

14 ~~YOUR UTILITIES MAY BE SHUT OFF.~~

15 ~~PLEASE READ THIS NOTICE ABOUT YOUR RIGHTS.~~

16 ~~Your landlord hasn't paid his utility bill for your~~  
17 ~~building. Your utilities will be shut off in 30 days~~  
18 ~~unless you do something.~~

19 ~~You have the following rights:~~

20 ~~1. You can join with the other tenants to pay the~~  
21 ~~utility bill for the last billing month. Or you can pay~~  
22 ~~the total bill yourself. If you pay either way, you do~~  
23 ~~not have to pay a deposit or get credit granted in your~~  
24 ~~name. You will not have to pay your landlords debts or~~  
25 ~~the debts of prior tenants. If your building has one~~  
26 ~~meter for many tenants, the utility bill is for all the~~  
27 ~~tenants, and must be paid in full. The utility company~~  
28 ~~will tell your landlord how much you paid for utilities.~~  
29 ~~2. If you only pay part of the last monthly billing,~~  
30 ~~your utilities will be shut off and the utility company~~

~~will return your money.~~

~~3. You may deduct your payment to the utility company from your rent due now or from future rent.~~

~~4. Your landlord cannot punish you if you pay the utility bill. Your landlord cannot raise your rent, cannot evict you and cannot hurt you in any other way.~~

~~5. You can get your utility service billed in only your name if your unit has its own meter. Or, you can get your own service if a meter can be put in with only a few changes in pipes, wires and land. Please call the utility company if you want a new meter. They will tell you how much it will cost.~~

~~6. If you have any questions, please telephone your utility company or the Public Utility Commission (PUC) at these numbers: (Insert telephone numbers).~~

IMPORTANT NOTICE TO TENANTS

<—

WARNING: YOUR

(UTILITY COMPANY SHALL INSERT

COMPANY NAME AND TYPE OF SERVICE ABOVE)

MAY BE SHUT OFF ON OR AFTER

BECAUSE YOUR LANDLORD

HAS NOT PAID THE UTILITY BILL FOR YOUR

BUILDING.

TO STOP THE SHUT-OFF OF YOUR UTILITY SERVICE,

YOU MUST DO ONE OF THE FOLLOWING THINGS:

1. YOU CAN JOIN WITH THE OTHER TENANTS TO PAY THE UTILITY BILL FOR THE LAST BILLING MONTH. OR YOU CAN PAY THE TOTAL BILL YOURSELF. YOU DO NOT HAVE TO PAY A DEPOSIT OR



1 GET CREDIT IN YOUR NAME. YOU DO NOT HAVE TO PAY ANY OTHER  
2 PART OF YOUR LANDLORD'S BILLS OR THE BILLS OF PRIOR TENANTS.  
3 IF YOUR BUILDING HAS ONE METER FOR MANY TENANTS, THE  
4 UTILITY BILL IS FOR ALL THE TENANTS AND MUST BE PAID IN  
5 FULL BY SOME OR ALL OF THE TENANTS. THE UTILITY COMPANY  
6 WILL TELL YOUR LANDLORD HOW MUCH EACH TENANT PAID FOR  
7 UTILITIES. THE BILL WHICH MUST BE PAID TO CONTINUE SERVICE  
8 IS \$ \_\_\_\_\_ ;

9 OR

10 2. YOU CAN GET UTILITY SERVICE BILLED IN ONLY YOUR  
11 NAME IF YOUR DWELLING HAS ITS OWN METER. OR YOU CAN GET  
12 YOUR OWN SERVICE IF A METER CAN BE PUT IN WITHOUT MAJOR  
13 CHANGES IN PIPES, WIRES AND LAND. PLEASE CALL THE  
14 UTILITY COMPANY IF YOU WANT MORE INFORMATION ABOUT GET-  
15 TING UTILITY SERVICE BILLED IN YOUR NAME.

16 YOU HAVE OTHER IMPORTANT RIGHTS UNDER STATE LAW:

17 1. YOU CAN USE ALL OR PART OF YOUR RENT MONEY TO  
18 PAY THIS MONTH'S UTILITY BILL. WHATEVER IS LEFT OVER YOU  
19 CAN PAY TO YOUR LANDLORD FOR RENT. YOU WILL NOT OWE  
20 YOUR LANDLORD ANY MORE MONEY FOR THIS MONTH'S RENT.  
21 IF YOUR LANDLORD DOES NOT PAY NEXT MONTH'S UTILITY BILL,  
22 YOU CAN AGAIN USE ALL OR PART OF YOUR RENT MONEY TO PAY IT.

23 2. YOUR LANDLORD CANNOT RAISE YOUR RENT, CANNOT  
24 EVICT YOU, AND CANNOT PUNISH YOU IN ANY OTHER WAY IF YOU  
25 PAY THE UTILITY BILL AND SUBTRACT IT FROM YOUR RENT. IF  
26 THE LANDLORD DOES ANY OF THESE THINGS, YOU CAN SUE HIM  
27 OR HER FOR MONEY DAMAGES.

28 3. IF YOUR LANDLORD PAYS THE BILL BEFORE YOU DO,  
29 THE UTILITY COMPANY WILL TELL YOU THAT THE SHUT-OFF IS  
30 CANCELLED.

1           4. IF TENANTS PAY ONLY PART OF THE LAST MONTHLY  
2 BILL, AND IF SERVICE IS THEN SHUT OFF, THE UTILITY WILL  
3 RETURN TO EACH TENANT THE MONEY PAID FOR THAT BILL.

4           5. IF TENANTS PAY THE LAST MONTHLY BILL TO STOP  
5 SHUT-OFF, THE UTILITY COMPANY WILL CONTINUE TO SEND  
6 A MONTHLY BILL, WHICH YOU MUST PAY AS EXPLAINED ABOVE  
7 TO STOP THE SHUT-OFF.

8                   DO YOU HAVE ANY QUESTIONS?

9           IF YOU HAVE ANY QUESTIONS ABOUT YOUR UTILITY  
10 SERVICE, PLEASE TELEPHONE THE UTILITY COM-  
11 PANY AT \_\_\_\_\_.

12           IF, AFTER TALKING ABOUT YOUR PROBLEM WITH THE  
13 UTILITY, YOU ARE NOT SATISFIED, THEN CALL THE  
14 OFFICE OF THE ATTORNEY GENERAL AT \_\_\_\_\_  
15 (UTILITY TO FILL IN TELEPHONE NUMBER OF REGIONAL  
16 ATTORNEY GENERAL'S OFFICE); OR WRITE TO THEM AT  
17 16TH FLOOR, STRAWBERRY SQUARE, HARRISBURG,  
18 PENNSYLVANIA, 17120. YOU SHOULD CALL OR WRITE  
19 BEFORE THE SHUT-OFF DATE. IF YOU WRITE, YOUR  
20 LETTER MUST BE RECEIVED BEFORE THE SHUT-OFF DATE.

21           (6) that tenants may make payment to the utility on  
22 account of nonpayment by the landlord ratepayer only by check  
23 or money order drawn by the tenant to the order of the  
24 utility.†; and <—

25           [(7) a telephone number at the utility which a tenant <—  
26 may call for an explanation of his rights.]

27           (7) IN ANY INSTANCE WHERE THE GOVERNING BODY OF A PUBLIC <—  
28 UTILITY OF A CITY OF THE FIRST CLASS HAS A REGULATION  
29 PURSUANT TO SUBSECTION (C) OF SECTION 7, THE IMPORTANT NOTICE  
30 TO TENANTS SHALL HAVE ADDED TO PARAGRAPH 1 THE FOLLOWING

1        NOTICE:

2                FOR THE FIRST PAYMENT ONLY, TENANTS MAY PAY THE TOTAL  
3                OF THEIR MONTHLY RENTS, LEGALLY OWING, IF THAT TOTAL IS  
4                LESS THAN THE LAST BILL.

5        The information in paragraphs (1) through [(7)] (6) shall be  
6        posted by the utility in those common areas of the building or  
7        mobile home park where it is reasonably likely to be seen by the  
8        affected tenants. Any officer or employee of the utility may at  
9        any reasonable time, enter the common hallways and common areas  
10       of such building for the purpose of complying with the  
11       provisions of this section.

12       Section 7. Rights of tenants to continued service.

13       (a) At any time before or after service within the utility's  
14       corporate limits is discontinued by a public utility on account  
15       of nonpayment by the landlord ratepayer, the affected tenants  
16       may apply to the utility to have service continued or resumed. A  
17       public utility shall not discontinue such service or shall  
18       promptly resume service previously discontinued if it receives  
19       from the tenants an amount equal to the bill for the affected  
20       account of the landlord ratepayer for the [30-day] billing month  
21       period preceding the notice to the tenants. Thereafter, such  
22       utility shall notify each tenant of the total amount of the bill  
23       for the second and each succeeding billing month period [of 30  
24       days or less] and if the tenants fail to make payment of any  
25       such bill within 30 days of the delivery of the notice to the  
26       tenants, the utility may commence discontinuance [procedures] of  
27       service: Provided, That no such discontinuance may occur until  
28       30 days after each tenant has [received written] been furnished  
29       notice of the proposed discontinuance as prescribed in section  
30       8. All payments by tenants to a utility on account of nonpayment

1 by the landlord ratepayer shall be made by a check or money  
2 order drawn by the tenant to the order of the utility. Upon  
3 receiving any such payment, the utility shall notify the  
4 landlord ratepayer who is liable for the utility service of the  
5 amount or amounts paid by any tenant and the amount or amounts  
6 credited to the landlord's bill for each tenant pursuant to the  
7 provisions of this section. [In the event that the tenants fail  
8 to satisfy the requirements of this section to maintain or  
9 restore service and service to the affected dwelling units is  
10 discontinued, the utility shall refund to each tenant the amount  
11 paid by such tenant toward the bill which the tenants failed to  
12 pay, upon the request of the tenant or after holding the  
13 tenant's payment during 60 consecutive days of discontinued  
14 service, whichever occurs first.] Tenants requesting continued  
15 utility service under the provisions of this section, except  
16 those individually subscribing for service pursuant to  
17 subsection (b), shall not be considered utility customers, but  
18 shall be considered to be acting on behalf of the landlord  
19 ratepayer, who shall remain liable to the utility for service  
20 provided after notice to tenants. In the event the tenants fail  
21 to satisfy the requirements of this subsection with regard to  
22 the first billing month period preceding notice to the tenant,  
23 the utility shall refund any such moneys received from a tenant  
24 to the tenant. Any payments made by the tenants shall be applied  
25 first against the bill for the billing month preceding notice to  
26 the tenants, and then against bills for service rendered  
27 subsequent to such bill. Upon discontinuance of service to the  
28 tenants for failure to pay the utility's bill for service in  
29 full for any subsequent month, the provisions of subsection  
30 (a.1) shall apply.

<—

~~(a.1) A utility shall refund to a tenant any overpayment made by the tenant to the utility in the final month of service when the tenant signs a form provided by the utility swearing or affirming that all the following facts are true:~~

~~(1) The tenant has not deducted the entire final payment to the utility from any rental payment to the landlord.~~

~~(2) The entire final payment to the utility is not offset by rent legally owing to the landlord at the time of making the application for refund pursuant to this subsection.~~

~~(3) The tenant has permanently departed the residential building at the time of making the application. THE UTILITY SHALL PROVIDE A REFUND APPLICATION FORM ON WHICH THE TENANT SHALL PROVIDE HIS NAME AND FORWARDING ADDRESS. THE REFUND APPLICATION FORM SHALL BE SENT BY FIRST CLASS MAIL OR OTHERWISE HAND DELIVERED TO THE ADDRESS OF EACH AFFECTED TENANT BY UNIT NUMBER OR UNIT DESIGNATION OR ANY FORWARDING ADDRESS PROVIDED TO THE UTILITY BY THE TENANT PURSUANT TO SECTION 8, AND UPON RETURN OF THIS FORM EXECUTED BY THE TENANT, THE UTILITY SHALL REFUND TO THE TENANT ANY AMOUNTS PAID BY THE TENANT FOR THE MONTH IN WHICH SERVICE IS TERMINATED.~~

(b) Any tenant of a residential building or mobile home park who has been notified of a proposed discontinuance of utility service pursuant to section 3 shall have the right to agree to subscribe for future service individually if this can be accomplished without a major revision of distribution facilities or additional right-of-way acquisitions.

(c) This act shall not impair or affect any regulation of a governing body of a public utility of a city of the first class

1 which provides that only in the first 30-day period after notice  
2 to tenants, the tenants shall not be required to pay more than  
3 the total of their collective rental payments for the month to  
4 be entitled to continued service. In subsequent billing months,  
5 the tenants shall pay the entire amount for the appropriate  
6 billing month period.

7 Section 8. Delivery and contents of subsequent discontinuance  
8 notices to tenants.

9 Subsequent notices required to be given to a tenant pursuant  
10 to section 7 shall be [mailed or otherwise delivered to the  
11 address of each affected tenant] ~~sent by first class mail to~~ <—  
12 ~~each affected tenant by name at his individual dwelling unit and~~  
13 ~~posted in common areas~~ and shall contain the following

14 information:] SENT BY FIRST CLASS MAIL TO EACH AFFECTED TENANT <—  
15 BY NAME AT HIS INDIVIDUAL DWELLING UNIT, BY UNIT NUMBER OR UNIT  
16 DESIGNATION, AND POSTED IN COMMON AREAS. WHENEVER THE UTILITY IS  
17 UNABLE TO OBTAIN THE NAMES AND ADDRESSES OF THE AFFECTED TENANTS  
18 PURSUANT TO SECTION 4, THE NOTICES SHALL BE SENT BY FIRST CLASS  
19 MAIL ADDRESSED TO "RESIDENT" AT EACH INDIVIDUAL DWELLING UNIT,  
20 BY UNIT NUMBER OR UNIT DESIGNATION, OR OTHERWISE HAND DELIVERED  
21 TO INDIVIDUAL DWELLING UNITS BY UNIT NUMBER OR UNIT DESIGNATION  
22 AND POSTED IN COMMON AREAS. FOR PURPOSES OF THIS SECTION, THE  
23 TERM "UNIT DESIGNATION" SHALL MEAN THE GEOGRAPHIC LOCATION OF A  
24 DWELLING UNIT BY FLOOR AND FLOOR AREA. ALL NOTICE SHALL CONTAIN  
25 THE FOLLOWING INFORMATION:

26 (1) the date on or after which service will be  
27 discontinued;

28 (2) the amount due, which shall include the arrearage on  
29 any earlier bill due from tenants;

30 (3) a telephone number at the utility which a tenant may

1 call for an explanation of his rights; [and]

2 (4) the right of a tenant to file a petition with the  
3 court to enforce any legal right that he may have; and

4 (5) the right of a tenant to apply for a refund where <—  
5 appropriate UPON DISCONTINUANCE OF SERVICE pursuant to <—  
6 section 7(a.1) 7(A) AND THE RIGHT TO PROVIDE THE UTILITY WITH <—  
7 A FORWARDING ADDRESS.

8 SECTION 9.1. DUTY OF OWNERS OF RENTAL PROPERTY. <—

9 IT SHALL BE THE DUTY OF EVERY OWNER OF A RESIDENTIAL BUILDING  
10 OR MOBILE HOME PARK TO NOTIFY EACH PUBLIC UTILITY FROM WHOM SUCH  
11 UTILITY SERVICE IS RECEIVED OF SUCH OWNERSHIP AND THE FACT THAT  
12 THE PREMISES SERVED ARE USED FOR RENTAL PURPOSES:

13 (1) UPON RECEIPT OF THE NOTICE PROVIDED IN THIS SECTION,  
14 IF THE MOBILE HOME PARK OR RESIDENTIAL BUILDING CONTAINS ONE  
15 OR MORE DWELLING UNITS NOT INDIVIDUALLY METERED, OR IF IN THE  
16 CASE OF INDIVIDUALLY METERED DWELLING UNITS, THE OWNER IS THE  
17 RATEPAYER, AN AFFECTED PUBLIC UTILITY SHALL FORTHWITH LIST  
18 THE ACCOUNT FOR THE PREMISES IN QUESTION IN THE NAME OF THE  
19 OWNER, AND SUCH OWNER SHALL THEREAFTER BE RESPONSIBLE FOR  
20 PAYMENT FOR UTILITY SERVICES RENDERED THEREUNTO.

21 (2) ANY OWNER OF A RESIDENTIAL BUILDING OR MOBILE HOME  
22 PARK FAILING TO NOTIFY AFFECTED PUBLIC UTILITIES AS REQUIRED  
23 BY THIS SECTION SHALL NONETHELESS BE RESPONSIBLE FOR PAYMENT  
24 FOR UTILITY SERVICES RENDERED THERETO AS IF THE REQUIRED  
25 NOTICE HAD BEEN GIVEN.

26 Section 4. Section 18 of the act, repealed in part October  
27 5, 1980 (P.L.693, No.142), is amended to read:

28 Section 18. Penalties for removing, interfering or tampering  
29 with notices.

30 [(a) Any landlord ratepayer who fails to provide a utility <—

1 with the names and addresses of affected tenants pursuant to  
2 section 4 shall forfeit and pay to the Commonwealth a civil  
3 penalty of not more than \$500 for each day of the landlord  
4 ratepayer's failure to respond. The court [in its discretion <—  
5 may] ~~shall~~ award the utility reasonable attorneys' fees, ~~filing~~ <—  
6 ~~fees and reasonable costs of suit~~ for any action against the  
7 landlord ratepayer which was necessary to obtain the names and  
8 addresses of affected tenants pursuant to section 4.] <—

9 (A) ANY LANDLORD RATEPAYER WHO FAILS TO PROVIDE A UTILITY <—  
10 WITH THE NAMES AND ADDRESSES OF AFFECTED TENANTS IN ACCORDANCE  
11 WITH SECTION 4, SHALL BE DEEMED TO HAVE CAUSED SUBSTANTIAL  
12 DAMAGE TO THE UTILITY BY THUS FORCING A CONTINUATION OF THE  
13 EXISTING UTILITY SERVICE, AND IN CONSEQUENCE THEREOF, SHALL BE  
14 REQUIRED TO PAY AS LIQUIDATED DAMAGES TO THE UTILITY A SUM OF  
15 NOT LESS THAN \$500 BUT NOT MORE THAN \$1,000 FOR EACH DAY OF SUCH  
16 LANDLORD'S FAILURE TO COMPLY, COMMENCING WITH THE FIRST DAY  
17 AFTER COMPLETION OR EXHAUSTION OF THE PROCEDURES PROVIDED UNDER  
18 SECTION 4.

19 (B) THE UTILITY MAY COMMENCE AN ACTION IN EQUITY AGAINST  
20 SUCH LANDLORD RATEPAYER TO OBTAIN INJUNCTIVE RELIEF COMPELLING  
21 SAID LANDLORD TO FURNISH THE NAMES AND ADDRESSES OF SUCH  
22 AFFECTED TENANTS. THE INTERFERENCE WITH THE UTILITY'S ABILITY TO  
23 TERMINATE SERVICE WITHOUT SUCH INFORMATION SHALL BE DEEMED  
24 SUFFICIENT PROOF OF IMMEDIATE, CONTINUING AND IRREPARABLE INJURY  
25 TO SUSTAIN INJUNCTIVE RELIEF. THE COURT SHALL, IN ADDITION TO  
26 AWARDING INJUNCTIVE RELIEF, RENDER JUDGMENT IN FAVOR OF THE  
27 UTILITY FOR THE TOTAL PER DIEM LIQUIDATED DAMAGES RECOVERABLE  
28 UNDER SUBSECTION (A), TOGETHER WITH REASONABLE ATTORNEYS' FEES  
29 AND NECESSARY COSTS OF SUIT.

30 ~~(b)~~ (C) Any person who removes, interferes or tampers with a <—



1 notice to tenants of proposed discontinuance of service, posted  
2 pursuant to section 6 shall be guilty of a violation of this  
3 section and shall be punished by a fine not to exceed [\$25]  
4 \$300.

5 ~~(e)~~ (D) Any landlord ratepayer who willfully denies an agent <—  
6 or employee of the utility access to the common areas of his  
7 residential building for the purpose of posting or delivering  
8 notices to tenants pursuant to this act, shall be subject to a  
9 civil penalty of not more than \$500 for each day that such  
10 access is denied.

11 Section 5. The act is amended by adding a section to read:  
12 Section 18.1. Petition to appoint receiver.

13 (a) Notwithstanding the foregoing sections of this act, when  
14 a landlord ratepayer is two or more months in arrears in his  
15 utility payments, the affected utility shall have the right to  
16 petition the court of common pleas of the county wherein the  
17 leased premises are located to appoint a receiver to collect  
18 rent payments otherwise due the landlord ratepayer directly from  
19 the tenants and to pay all overdue and subsequent utility bills  
20 therefrom. The provisions of this section shall not be construed  
21 to supersede any tenant rights or defenses under law regarding  
22 payment of rent. This right may be exercised only in those  
23 situations that involve units which are not individually metered  
24 by the utility. Upon appointment the receiver shall notify the  
25 tenants of his powers and their rights under law regarding  
26 payment of rent and continued utility service by first class  
27 mail, certified mail, personal service or posting each unit in  
28 the leased premises.

29 (b) The affected utility under this section shall not  
30 discontinue utility service if it receives payment from the

receiver in the amounts specified in subsection (c)(2) within 60 days from the date of notice to the tenants of the appointment of a receiver is mailed or delivered.

(c) The receiver shall:

(1) Collect all rent directly from the tenants.

(2) Pay the utility bills equal to the amount due, for the billing month period prior to the tenant receiving notice of the appointment of the receiver and continuing with all future bills as they become due.

(3) After payment of the amounts in paragraph (2), any excess moneys shall be applied pursuant to further order of the court.

(4) Return the remainder to the landlord ratepayer, less the cost of the notification made to the tenants, plus a 2% administrative fee.

(d) The receiver shall continue to collect the rents and make disbursements in the manner provided in subsection (c) until the second rental period ends after all of the following conditions have been met:

(1) The landlord ratepayer deposits in escrow with the utility, a sum equal to the utility charges for the two highest monthly periods in the preceding 12 months.

(2) The landlord ratepayer demonstrates to the satisfaction of the court of common pleas that it has the financial resources necessary to resume its obligation to the utility and tenants.

(3) The landlord ratepayer pays the undisputed portion of all outstanding utility bills.

At such time, rental payments will once again be made to the landlord ratepayer. Notice of this change shall be made to the

1 tenants by the receiver by means of first class mail, certified  
2 mail, personal service, or posting each unit in the leased  
3 premises paid by the landlord ratepayer.

4 (e) The escrow fund established under subsection (d)(1)  
5 shall not be considered a prepayment of utility costs and shall  
6 only be applied against outstanding utility bills at the time a  
7 new receiver is appointed for a subsequent failure by the  
8 landlord ratepayer to pay utility bills for a two month period.  
9 Said escrow fund shall be returned to the landlord ratepayer not  
10 later than 90 days nor earlier than 60 days, after the landlord  
11 ratepayer obtains a court order releasing such funds and  
12 certifying that timely payment of utility bills has been made  
13 for the immediately preceding 24 consecutive months.

14 (f) Any funds held in escrow by the utility shall bear  
15 interest at a rate to the landlord 1% lower than actually  
16 received in a regular savings account at a commercial bank  
17 within the court's jurisdiction and the remaining 1% shall be  
18 remitted to the court for administrative costs.

19 (g) In the event more than one utility company is affected  
20 by any landlord ratepayer's failure to pay utility bills, the  
21 court shall appoint the same receiver to function for all  
22 aggrieved utilities.

23 Section 6. This act shall take effect in 30 days.