

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1218 Session of 2013

INTRODUCED BY SAYLOR, AUMENT, V. BROWN, CALTAGIRONE, COHEN, D. COSTA, DAVIS, FLECK, FREEMAN, GINGRICH, C. HARRIS, HELM, HENNESSEY, JAMES, KIRKLAND, KORTZ, LONGIETTI, MARSHALL, MILLARD, R. MILLER, MUNDY, PASHINSKI, PICKETT, QUINN, ROCK, SCHLOSSBERG, SWANGER, TOOHIL, WATSON, FARRY AND MURT, APRIL 17, 2013

AS AMENDED ON THIRD CONSIDERATION, HOUSE OF REPRESENTATIVES, MAY 6, 2014

AN ACT

1 Amending the act of April 6, 1951 (P.L.69, No.20), entitled "An
2 act relating to the rights, obligations and liabilities of
3 landlord and tenant and of parties dealing with them and
4 amending, revising, changing and consolidating the law
5 relating thereto," further providing for appeal by tenant to
6 common pleas court; and providing for death of a tenant, for
7 early termination of leases by individuals with disabilities
8 and senior citizens and for early release or termination of
9 lease because of domestic violence, sexual assault or
10 stalking.

11 The General Assembly of the Commonwealth of Pennsylvania
12 hereby enacts as follows:

13 Section 1. Section 513(b) and (e) of the act of April 6,
14 1951 (P.L.69, No.20), known as The Landlord and Tenant Act of
15 1951, amended July 6, 1995 (P.L.253, No.33), are amended to
16 read:

17 Section 513. Appeal by Tenant to Common Pleas Court.--* * *

18 (b) Within ten days after the rendition of judgment by a
19 lower court arising out of residential lease or within thirty

1 days after a judgment by a lower court arising out of a
2 nonresidential lease or a residential lease involving a victim
3 of domestic violence, sexual assault or stalking, either party
4 may appeal to the court of common pleas, and the appeal by the
5 tenant shall operate as a supersedeas only if the tenant pays in
6 cash or bond the amount of any judgment rendered by the lower
7 court or is a victim of domestic violence, sexual assault or
8 stalking and pays in cash any rent which becomes due during the
9 court of common pleas proceedings within ten days after the date
10 each payment is due into an escrow account with the prothonotary
11 or the supersedeas shall be summarily terminated.

12 * * *

13 (e) As used in this section, the following words and phrases
14 shall have the meanings given to them in this subsection:

15 "Lower court." District justice, magistrate or any other
16 court having jurisdiction over landlord and tenant matters,
17 excluding a court of common pleas.

18 "Victim of domestic violence, sexual assault or stalking." A
19 person who has obtained a protection from abuse order against
20 another individual, can provide one of the documents required
21 under section 502-C(b)(2) or can provide other suitable evidence
22 as the court shall direct.

23 Section 2. The act is amended by adding sections to read:

24 Section 514. Death of Tenant.--(a) Notwithstanding any
25 other provision of this act or law, and if the deceased tenant
26 is the sole tenant of the residential unit, the executor or
27 administrator of the estate of a tenant who dies during the term
28 of a residential lease shall have the option to terminate the
29 lease upon fourteen days' written notice to the landlord on the
30 later of:

1 (1) The last day of the calendar month that immediately
2 follows the calendar month in which the tenant died; or
3 (2) upon surrender of the rental unit and removal of all of
4 the tenant's personal property.

5 (b) Nothing under this section shall be construed to relieve
6 the tenant's estate of liability for rent money or any other
7 debt incurred prior to the date of termination of the lease,
8 including any expenses the landlord may incur as a direct result
9 of the tenant's death, except that the tenant's estate shall not
10 be liable for damages or any other penalty for breach or
11 inadequate notice as a result of terminating a lease under
12 subsection (a).

13 Section 515. Early Termination of Leases by Individuals with
14 Disabilities and Senior Citizens.--(a) Notwithstanding any
15 other provision of this act or law, a tenant of a residential
16 unit ~~who~~ MAY TERMINATE THE LEASE PRIOR TO THE DATE PROVIDED IN <--
17 THE LEASE BY PROVIDING THE LANDLORD OF THE RESIDENTIAL UNIT WITH
18 THE INFORMATION SPECIFIED IN SUBSECTION (B) IF THE TENANT:

19 (1) has a disability or is a senior citizen; and

20 (2) is either:

21 (i) awaiting admission and subsequently moves to a health
22 care facility; or

23 (ii) needs to move and subsequently moves to a family
24 member's residence for the express purpose of receiving care
25 from a home health care agency for a period of no less than six
26 months ~~may terminate the lease prior to the date provided in the <--~~
27 ~~lease by providing the landlord of the residential unit with the~~
28 ~~information specified in subsection (b).~~

29 (b) The following information must be submitted to a
30 landlord:

1 (1) written notice delivered to the landlord sixty days
2 prior to the proposed early termination date informing the
3 landlord of the tenant's required admission and move to a health
4 care facility or need to move to a family member's residence for
5 the express purpose of receiving care from a home health care
6 agency for a period of no less than six months;

7 (2) certified documentation signed by a licensed physician
8 indicating that the tenant, due to medical reasons, is unable to
9 continue to live independently in the residential unit and
10 requires admission to a health care facility or needs to receive
11 care from a home health care agency for a period of no less than
12 six months; and

13 (3) if applicable, a notarized statement from the tenant's
14 family member attesting to the fact that the tenant is a
15 relative and will be moving into the family member's residence
16 to receive care from a home health care agency for a period of
17 no less than six months.

18 (c) Nothing under this section shall be construed to relieve
19 a tenant to which this section applies of liability for rent or
20 any other debt incurred under a lease prior to the termination
21 date provided in the ~~lease~~ NOTICE UNDER SUBSECTION (B). <--

22 (d) For the purposes of this section, the following words
23 shall have the meanings ascribed to them in this subsection
24 unless the context otherwise indicates:

25 "Disability." A physical or mental impairment that
26 substantially limits one or more major life activities.

27 "Health care facility." Any general, chronic disease or
28 other type of hospital, personal care home, home health care
29 agency, hospice or long-term care nursing facility.

30 "Senior citizen." Any person who has attained the age of 62

1 years of age or older, or will attain such age during the term
2 of an agreement in which the person is a tenant of a residential
3 unit.

4 Section 3. The act is amended by adding an article to read:

5 ARTICLE V-C

6 TENANTS' RIGHTS IN CASES OF

7 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

8 Section 501-C. Definitions.

9 The following words and phrases when used in this article
10 shall have the meanings given to them in this section unless the
11 context clearly indicates otherwise:

12 "Attesting third party." A law enforcement official,
13 licensed health-care professional, victim's advocate or victim-
14 services provider that had contact with a tenant or an immediate
15 family member who is a victim of domestic violence, sexual
16 assault or stalking.

17 "Domestic violence." Behavior for which a police officer may
18 arrest an individual without a warrant under 18 Pa.C.S. §
19 2711(a) (relating to probable cause arrests in domestic violence
20 cases).

21 "Dwelling unit." Either of the following:

22 (1) if a structure has two or more units to be leased,
23 the designated unit within the structure, together with the
24 fixtures and appurtenances, to be used as the home, residence
25 or sleeping place by an individual or two or more individuals
26 who maintain a common household regardless of their
27 relationship to each other. Unless the lease provides
28 otherwise, the term excludes an area associated with the
29 structure but exterior to it such as a parking area, grounds
30 or a common area within the structure such as a hallway,

1 entrance or basement; or

2 (2) if a structure has only one unit to be leased, the
3 structure, together with the fixtures, facilities and
4 appurtenances, to be used as the home, residence or sleeping
5 place by an individual or two or more individuals who
6 maintain a common household, regardless of their relationship
7 to each other. Unless the lease provides otherwise, the term
8 excludes an area associated with the structure but exterior
9 to it such as a parking area, detached garage, other building
10 or grounds.

11 "Immediate family member." Any of the following who
12 habitually reside in a dwelling unit with a tenant:

13 (1) an individual related to the tenant by blood,
14 adoption or marriage;

15 (2) an individual having an intimate relationship with
16 the tenant; or

17 (3) a foster child, stepchild or ward of the tenant or
18 of an individual named in paragraph (1) or (2).

19 "Premises." A dwelling unit and the structure of which it is
20 a part if the structure has two or more units to be leased. The
21 term includes the exterior or interior areas:

22 (1) associated with the structure that are excluded from
23 the definition of "dwelling unit," including the fixtures,
24 facilities and appurtenances; and

25 (2) held out for the use of tenants generally or the use
26 of which is promised to the tenant.

27 "Stalking." Conduct that constitutes an offense under 18
28 Pa.C.S. § 2709.1(a) (relating to stalking).

29 "Tenant." A person entitled to possession of a dwelling unit
30 under a lease. The term includes an assignee, sublessee and, if

1 the tenant is not an individual, an individual the tenant
2 authorized to occupy the dwelling unit. If the tenant is an
3 individual, the term excludes a person who occupies the dwelling
4 unit with the individual's permission that is not a party to the
5 lease and does not pay rent.

6 "Victim advocate." An individual, whether paid or serving as
7 a volunteer, who provides services to victims of domestic
8 violence, sexual assault or stalking under the auspices or
9 supervision of a victim-services provider or a court or a law
10 enforcement or prosecution agency.

11 "Victim-services provider." A person that assists victims of
12 domestic violence, sexual assault or stalking. The term includes
13 a rape crisis center, domestic violence shelter, faith-based
14 organization or other organization with a documented history of
15 work concerning domestic violence, sexual assault or stalking.
16 Section 502-C. Early release or termination of lease.

17 (a) Possible release.--If as the result of an act of
18 domestic violence, sexual assault or stalking a tenant or an
19 immediate family member has a reasonable fear of further acts of
20 domestic violence, sexual assault or stalking by continued
21 residence in the dwelling unit, the tenant may be released by
22 giving a notice that complies with subsection (b).

23 (b) Required release.--A tenant shall be released from a
24 lease if the tenant gives the landlord:

25 (1) a written notice signed by the tenant of the
26 tenant's intent to be released from the lease as of a
27 specific date. The notice must be given at least 30 days
28 prior to the date the tenant intends to terminate the lease;
29 and

30 (2) one of the following:

1 (i) a copy of a valid outstanding temporary or
2 permanent court order that restrains a perpetrator from
3 contact with the tenant or an immediate family member;

4 (ii) other evidence of domestic violence, sexual
5 assault or stalking against the tenant or an immediate
6 family member, including but not limited to police
7 reports, medical records or court documents relating to
8 the tenant's or immediate family member's victimization;
9 or

10 (iii) a written verification signed by the tenant
11 and an attesting third party that complies with the
12 provisions of section 503-C.

13 (c) Termination for a single tenant.--If the tenant is the
14 only tenant who is a party to the lease, the lease terminates on
15 the date specified in the notice given by the tenant under
16 subsection (b) (1). The tenant is not liable for rent or other
17 obligations under the lease accruing after the termination.

18 (d) Termination for multiple tenants.--If there are multiple
19 tenants that are parties to the lease, the release of one tenant
20 under this section does not terminate the lease with respect to
21 other tenants, except as may otherwise be provided in section
22 505-C(a) (2). The landlord is not required to return to the
23 released tenant or a remaining tenant a security deposit or
24 unearned prepaid rent until the lease terminates with respect to
25 all tenants.

26 Section 503-C. Verification.

27 (a) Requirements.--A verification provided by a tenant under
28 section 502-C(b) (2) (iii) shall include the following:

29 (1) From the tenant:

30 (i) the tenant's name and address of the dwelling

1 unit;

2 (ii) the approximate dates during which the domestic
3 violence, sexual assault or stalking occurred, including
4 the most recent date;

5 (iii) a statement that because of the acts of
6 domestic violence, sexual assault or stalking, the tenant
7 or an immediate family member has a reasonable fear that
8 the tenant or immediate family member will suffer further
9 acts of domestic violence, sexual assault or stalking by
10 continued residence in the dwelling unit;

11 (iv) the proposed date for the release of the tenant
12 from the lease; and

13 (v) a statement that the tenant understands that the
14 statements could be used in court and that the tenant
15 could be liable for perjury as well as the damages
16 provided in subsection (b) for making false statements in
17 the verification.

18 (2) From an attesting third party:

19 (i) the name, business address and business
20 telephone number of the attesting third party;

21 (ii) the capacity in which the attesting third party
22 received the information regarding the domestic violence,
23 sexual assault or stalking; and

24 (iii) a statement that the attesting third party:

25 (A) read the tenant's verification and has been
26 advised by the tenant that the tenant or an immediate
27 family member is the victim of domestic violence,
28 sexual assault or stalking and has a reasonable fear
29 that the tenant or the immediate family member will
30 suffer further acts of domestic violence, sexual

1 assault or stalking by continued residence in the
2 dwelling unit;

3 (B) believes the tenant; and

4 (C) understands that the verification may be
5 used as the basis for releasing the tenant from a
6 lease.

7 (b) False statements.--If a tenant submits to a landlord a
8 verification containing false statements made by the tenant or
9 false statements made by an attesting third party that the
10 tenant knew to be false, the court may award the landlord an
11 amount up to three months' rent or triple actual damages,
12 whichever is greater, costs and reasonable attorney fees.

13 Section 504-C. Landlord's obligations.

14 (a) Complying tenant.--If a tenant complies with section
15 502-C, the landlord:

16 (1) except as provided in section 502-C(d), shall return
17 to the tenant the amount of a security deposit and unearned
18 prepaid rent, to which the tenant is entitled;

19 (2) may not assess a fee or other penalty against the
20 tenant solely for exercising a right granted under this
21 article; and

22 (3) may not disclose information required to be reported
23 to the landlord under section 502-C unless:

24 (i) the tenant provides specific time-limited and
25 contemporaneous consent to the disclosure in writing; or

26 (ii) the information is required to be disclosed by
27 a court order or by law other than this article.

28 (b) Refusal to release.--If a landlord refuses to release a
29 tenant who is entitled to be released from a lease under section
30 502-C, the court shall award the tenant an amount equal to three

1 months' rent or triple actual damages, whichever is greater,
2 costs and reasonable attorney fees.

3 Section 505-C. Effect on perpetrator.

4 (a) Recovery of damages.--A landlord may recover from a
5 perpetrator actual damages resulting from a tenant's exercise of
6 a right under section 502-C. If the perpetrator is a party to
7 the lease, the landlord may:

8 (1) except as otherwise provided in section 507-C(b),
9 allow the perpetrator to remain in possession of the dwelling
10 unit in which event the perpetrator shall be liable for
11 future rent payable and other obligations of a tenant under
12 the lease; or

13 (2) terminate the perpetrator's interest under the lease
14 by written notice to the perpetrator at least five days prior
15 to the termination date specified in the notice and bring an
16 action for possession against the perpetrator if the
17 perpetrator fails to vacate the dwelling unit on the
18 specified termination date.

19 (b) Limitation.--A perpetrator is not entitled to damages
20 resulting from a good faith exercise of a right granted to a
21 tenant or a landlord under section 502-C or 508-C or this
22 section.

23 Section 506-C. Change of locks.

24 (a) Right to request.--Subject to subsections (b) and (c),
25 if a tenant or an immediate family member has been the victim of
26 domestic violence, sexual assault or stalking and the tenant has
27 a reasonable fear that the perpetrator or another individual
28 acting on the perpetrator's behalf may attempt to gain access to
29 the dwelling unit, the tenant may ask the landlord to change the
30 locks or other security devices for the dwelling unit.

1 (b) Duty of landlord and expense.--Not later than three days
2 after receiving a request under subsection (a) or sooner if
3 commercially reasonable to do so, the landlord shall change the
4 locks or security devices at the tenant's expense.

5 (c) Right of tenant.--If the landlord fails to act in a
6 timely manner, the tenant may change the locks or other security
7 devices at the landlord's expense without the landlord's
8 consent. In that event, the tenant shall provide a key or other
9 means of access to the new locks or security devices to the
10 landlord and to any other tenant, other than the perpetrator,
11 that is a party to the lease.

12 (d) Right of landlord.--If the locks or other security
13 devices are changed under subsection (c), the landlord may
14 change them a second time, at the landlord's expense, to ensure
15 compatibility with the landlord's master key or other means of
16 access or otherwise accommodate the landlord's reasonable
17 commercial needs.

18 (e) Prohibition.--If a perpetrator is a party to the lease,
19 the locks or other security devices may not be changed under
20 subsection (b) or (c) unless there is a court order expressly
21 requiring the perpetrator to vacate the dwelling unit or a court
22 order expressly prohibiting the perpetrator from having any
23 contact with the tenant or an immediate family member and a copy
24 of the order has been provided to the landlord.

25 (f) Limitation.--A perpetrator is not entitled to damages or
26 other relief against a landlord or a tenant who complies in good
27 faith with this section.

28 Section 507-C. Effect of court order to vacate.

29 (a) Landlord and tenant.--Upon issuance of a court order
30 requiring a perpetrator to vacate a dwelling unit, the landlord

1 and a tenant do not have a duty to:

2 (1) allow the perpetrator access to the unit unless
3 accompanied by a law enforcement officer; or

4 (2) provide the perpetrator with a key or other access
5 to the dwelling unit.

6 (b) Lease interest of perpetrator.--If the perpetrator who
7 is the subject of the court order described in subsection (a) is
8 a party to the lease, the perpetrator's interest under the lease
9 shall terminate and the landlord and any other tenants remaining
10 in the dwelling unit shall be entitled to actual damages from
11 the perpetrator as a result of the termination. The termination
12 of the perpetrator's interest in the lease shall not affect the
13 rights and obligations under the lease of any other tenants
14 remaining in the dwelling unit.

15 (c) Duty of landlord.--Upon termination of a perpetrator's
16 interest under a lease under subsection (b), the landlord shall
17 return to the perpetrator, if the perpetrator was the only
18 tenant under the lease, a security deposit and unearned rent, to
19 which the perpetrator is entitled following the termination.
20 The landlord's obligation to return a security deposit to a
21 perpetrator under this subsection is subject to the landlord's
22 claim for damages against the perpetrator as a result of the
23 termination or for any other claim the landlord may have with
24 respect to the security deposit under other provisions of the
25 lease.

26 Section 508-C. Limitation on landlord's conduct.

27 (a) Prohibitions.--Except as provided in subsection (c), a
28 landlord may not increase or threaten to increase the rent,
29 security deposit or fees payable under a lease, decrease or
30 threaten to decrease services required under the lease or this

1 article, terminate or threaten to terminate a lease, refuse to
2 renew a lease, serve or threaten to serve a notice to terminate
3 a periodic tenancy, bring or threaten to bring an action for
4 possession, refuse to let a dwelling unit or impose different
5 rules or selectively enforce the landlord's rules:

6 (1) primarily because the tenant or an immediate family
7 member is or has been the victim of domestic violence, sexual
8 assault or stalking;

9 (2) because of a violation of the terms of the lease or
10 the provisions of this article by the tenant resulting from
11 the incident of domestic violence, sexual assault or stalking
12 against the tenant or an immediate family member; or

13 (3) because of criminal activity relating to domestic
14 violence, sexual assault or stalking against the tenant or an
15 immediate family member or a police or emergency response to
16 a good faith complaint of activities relating to domestic
17 violence, sexual assault or stalking against the tenant or an
18 immediate family member.

19 (b) Right of landlord.--A landlord may terminate a lease if
20 the landlord provided a tenant with a written notice signed by
21 the landlord regarding a perpetrator's behavior relating to
22 domestic violence, sexual assault or stalking against the tenant
23 or an immediate family member, and subsequently:

24 (1) the tenant invites the perpetrator onto the premises
25 or, without the landlord's consent, allows the perpetrator to
26 occupy the dwelling unit; and

27 (2) the perpetrator damages the premises, harms another
28 individual on the premises or otherwise disturbs the use and
29 enjoyment of the premises by another tenant of the dwelling
30 unit or of another dwelling unit in the premises.

1 (c) Willful violation.--If a landlord willfully violates
2 this section:

3 (1) the tenant may:

4 (i) terminate the lease;

5 (ii) defend an action for possession on the ground
6 that the landlord willfully violated this section; or

7 (iii) obtain appropriate injunctive relief; and

8 (2) the court shall award the tenant an amount equal to
9 three months' rent or triple actual damages, whichever is
10 greater.

11 (d) Definition.--As used in this section, the term "tenant"
12 shall include an individual seeking to enter into a lease with a
13 landlord.

14 Section 509-C. Termination of perpetrator's interest under
15 lease without court order.

16 (a) General rule.--If a tenant is the perpetrator of an act
17 of domestic violence, sexual assault or stalking against any
18 occupant of the premises, the landlord may terminate the
19 perpetrator's interest under a lease by giving the perpetrator a
20 written notice signed by the landlord that:

21 (1) states the landlord's intent to terminate the
22 perpetrator's interest in the lease immediately or on a later
23 date specified in the notice; and

24 (2) specifies the act of domestic violence motivating
25 the landlord to terminate the perpetrator's interest under
26 the lease.

27 (b) Rights of other tenants.--The termination of a
28 perpetrator's interest under a lease shall not terminate the
29 interest of any other tenant under the lease and shall not alter
30 the obligations of any other tenant under the lease. Any other

1 tenant under the lease may recover actual damages from the
2 perpetrator resulting from the termination of the perpetrator's
3 interest under the lease.

4 (c) Return of security deposit and unearned rent.--The
5 landlord is not required to return to the perpetrator or to any
6 remaining tenant any security deposit or unearned rent until the
7 lease terminates with respect to all tenants.

8 (d) Burden of proof.--In any action between the landlord and
9 a perpetrator involving the right of the landlord to terminate
10 the perpetrator's interest in a lease under this section, the
11 burden is upon the landlord to prove by a preponderance of the
12 evidence that the perpetrator committed an act of domestic
13 violence, sexual assault or stalking.

14 Section 4. The addition of sections 514, 515 and Article V-C
15 of the act shall apply to leases entered into or extended on or
16 after the effective date of this section.

17 Section 5. This act shall take effect as follows:

18 (1) The following provisions shall take effect in 60
19 days:

20 (i) The amendment or addition of sections 513(b) and
21 (e), 514 and Article V-C of the act.

22 (ii) Section 4 of this act.

23 (2) The remainder of this act shall take effect
24 immediately.