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THE GENERAL ASSEMBLY OF PENNSYLVANIA

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HOUSE BILL

No. 890 Session of  
2018

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INTRODUCED BY DEAN, RABB, FREEMAN, DRISCOLL, DAVIS, V. BROWN,  
SCHLOSSBERG, J. HARRIS, FRANKEL, McNEILL, SOLOMON, READSHAW,  
O'BRIEN, BULLOCK, STURLA, DeLUCA, GILLEN, HILL-EVANS,  
DONATUCCI, DALEY, BOYLE, BRIGGS, McCARTER, WHEATLEY, KINSEY,  
KIM, ROZZI, SCHWEYER AND McCLINTON, APRIL 6, 2018

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REFERRED TO COMMITTEE ON URBAN AFFAIRS, APRIL 6, 2018

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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," providing for early release or termination  
6 of lease because of domestic violence, sexual assault or  
7 stalking.

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

10 Section 1. The act of April 6, 1951 (P.L.69, No.20), known  
11 as The Landlord and Tenant Act of 1951, is amended by adding an  
12 article to read:

13 ARTICLE V-C

14 TENANTS' RIGHTS IN CASES OF

15 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

16 Section 501-C. Definitions.

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

1 "Attesting third party." A law enforcement official,  
2 licensed health-care provider or victim advocate.

3 "Domestic violence." The occurrence of one or more of the  
4 following acts between family or household members, sexual or  
5 intimate partners or persons who share biological parenthood:

6 (1) Intentionally, knowingly or recklessly causing, or  
7 attempting to cause, bodily injury, serious bodily injury or  
8 sexual assault.

9 (2) Placing another in reasonable fear of imminent  
10 serious bodily harm.

11 (3) The infliction of false imprisonment pursuant to 18  
12 Pa.C.S. § 2903 (relating to false imprisonment).

13 "Domestic violence counselor/advocate." As defined in 23  
14 Pa.C.S. § 6102(a) (relating to definitions).

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

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

19 (2) an individual having an intimate relationship with  
20 the tenant; or

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

23 "Perpetrator." An individual who commits, or is alleged to  
24 have committed, an act of domestic violence, sexual assault or  
25 stalking on a tenant or immediate family member.

26 "Sexual assault." Conduct that constitutes any of the  
27 following offenses:

28 (1) 18 Pa.C.S. Ch. 31 (relating to sexual offenses),  
29 except 18 Pa.C.S. §§ 3129 (relating to sexual intercourse  
30 with animal) and 3130 (relating to conduct relating to sex

1 offenders).

2 (2) 18 Pa.C.S. § 4304 (relating to endangering welfare  
3 of children) if the offense involved sexual contact with the  
4 victim.

5 (3) 18 Pa.C.S. § 6301(a)(1)(ii) (relating to corruption  
6 of minors).

7 (4) 18 Pa.C.S. § 6318 (relating to unlawful contact with  
8 minor).

9 (5) 18 Pa.C.S. § 6320 (relating to sexual exploitation  
10 of children).

11 "Sexual assault counselor." As defined in 42 Pa.C.S. §  
12 5945.1 (relating to confidential communications with sexual  
13 assault counselors).

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

16 "Tenant." A person that is a party to a lease of a dwelling  
17 unit and is entitled to possession of the dwelling unit.

18 "Victim." An individual who is the subject of an act of  
19 domestic violence, sexual assault or stalking.

20 "Victim advocate." A sexual assault counselor or domestic  
21 violence counselor/advocate, whether paid or serving as a  
22 volunteer.

23 Section 502-C. Change of locks.

24 (a) Right of tenant.--Subject to subsections (b) and (c), if  
25 a tenant or an immediate family member is a victim and the  
26 tenant has a reasonable fear that the perpetrator or another  
27 individual acting on the perpetrator's behalf may attempt to  
28 gain access to the dwelling unit that the tenant leases, the  
29 tenant may change or rekey the locks or other security devices  
30 for the dwelling unit at the tenant's expense. The tenant shall

1 immediately provide a key or other means of access to the new  
2 locks or security devices to the landlord and any other tenant,  
3 other than the perpetrator, that is a party to the lease.

4 (b) Right of landlord.--If the locks or other security  
5 devices are changed or rekeyed under subsection (a), the  
6 landlord may thereafter change or rekey them, at the tenant's  
7 expense, to ensure compatibility with the landlord's master key  
8 or other means of access or otherwise accommodate the landlord's  
9 reasonable commercial needs.

10 (c) Prohibition.--If a perpetrator is a party to the lease,  
11 the locks or other security devices may not be changed or  
12 rekeyed under subsection (a) unless there is a court order,  
13 other than an ex parte order, expressly requiring the  
14 perpetrator to vacate the dwelling unit or prohibiting the  
15 perpetrator from having any contact with the tenant or an  
16 immediate family member and a copy of the order has been  
17 provided to the landlord.

18 (d) Limitation.--A perpetrator is not entitled to damages or  
19 other relief against a landlord or a tenant who complies in good  
20 faith with this section.

21 Section 503-C. Early release or termination of lease.

22 (a) Possible release.--If, as the result of an act of  
23 domestic violence, sexual assault or stalking, a tenant or an  
24 immediate family member has a reasonable fear of further acts of  
25 domestic violence, sexual assault or stalking by continued  
26 residence in the dwelling unit that the tenant leases, the  
27 tenant may be released by giving a notice that complies with  
28 subsection (b). The most recent act of domestic violence, sexual  
29 assault or stalking must have occurred not more than 90 days  
30 prior to the date the tenant submits the notice.

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

3 (1) a written notice signed by the tenant of the  
4 tenant's intent to be released from the lease as of a  
5 specific date. The notice must state the facts giving rise to  
6 the reasonable fear of suffering a further act of domestic  
7 violence, sexual assault or stalking and be given at least 30  
8 days prior to the date the tenant intends the release to be  
9 effective; and

10 (2) one of the following:

11 (i) a copy of a valid outstanding court order that  
12 restrains the perpetrator from contact with the tenant or  
13 an immediate family member;

14 (ii) police reports, medical records or court  
15 documents relating to the tenant's or immediate family  
16 member's victimization by domestic violence, sexual  
17 assault or stalking;

18 (iii) evidence that the perpetrator has been  
19 convicted of domestic violence, sexual assault or  
20 stalking against the tenant or immediate family member;  
21 or

22 (iv) a written verification signed by the tenant and  
23 an attesting third party that complies with the  
24 provisions of section 504-C.

25 (c) Termination for a single tenant.--The following shall  
26 apply if the tenant is the only tenant who is a party to the  
27 lease:

28 (1) The lease shall terminate on the date specified in  
29 the notice given by the tenant under subsection (b)(1) if the  
30 tenant vacates the dwelling unit on or before that date.

1           (2) The tenant is not liable for rent or other  
2           obligations under the lease accruing after the termination.

3           (3) The termination shall not affect the tenant's  
4           obligations under the lease accruing prior to the date of the  
5           termination.

6           (4) The landlord shall return to the tenant security  
7           deposits or other escrows to which the tenant is otherwise  
8           entitled under the lease or other provisions of this act and  
9           rent that may have been prepaid for the period following  
10          termination.

11          (d) Termination for multiple tenants.--The following shall  
12          apply if there are multiple tenants that are parties to the  
13          lease:

14           (1) The tenant who gave notice under subsection (b) (1)  
15           is released from the lease as of the date specified in the  
16           notice if the tenant vacates the dwelling unit on or before  
17           the specified date, but the release of one tenant under this  
18           section does not terminate the lease with respect to other  
19           tenants.

20           (2) The landlord may require the remaining tenants to  
21           provide evidence reasonably satisfactory to the landlord that  
22           the remaining tenants will have the financial capability to  
23           continue to meet their obligations under the lease.

24           (3) The landlord is not required to return to the  
25           released tenant or a remaining tenant a security deposit or  
26           unearned prepaid rent until the lease terminates with respect  
27           to all tenants.

28           (4) The tenant released from the lease shall not be  
29           liable to the landlord or any other person for rent accruing  
30           after the tenant's release or for actual damages resulting

1 from the tenant's release from the lease.

2 (5) The landlord and the remaining tenants may enter  
3 into a new lease upon mutually satisfactory terms.

4 (e) Limitation.--The following shall apply:

5 (1) A tenant who is a perpetrator may not seek  
6 termination of or release from a lease under this section.

7 (2) A perpetrator is not entitled to damages resulting  
8 from a good faith exercise of a right granted to a tenant or  
9 a landlord under this article.

10 (f) Tenant's forwarding address.--If the tenant is entitled  
11 to the return of a security deposit or prepaid rent under  
12 subsection (c) (4), the tenant may provide a confidential address  
13 to the landlord. The landlord shall maintain the confidentiality  
14 of the address if the tenant has advised the landlord that the  
15 address is confidential.

16 (g) Construction.--The provisions of this section with  
17 respect to the termination of or release from a lease by a  
18 tenant shall be self-effectuating without any further action by  
19 the tenant or the landlord. If a tenant who has complied with  
20 the provisions of subsection (b) prevails in a subsequent action  
21 by a landlord to recover all or any part of rent or other sums  
22 accruing under a lease after the effective date of the release  
23 or termination or for damages in connection with the release or  
24 termination, the tenant shall be entitled to recover legal fees  
25 and court costs incurred in connection with defense of the  
26 action.

27 Section 504-C. Verification.

28 (a) Requirements.--A verification provided by a tenant and  
29 attesting third party under section 503-C(b) (2) (iv) shall  
30 include the following:

1           (1) From the tenant:

2           (i) the tenant's name and address of the dwelling  
3 unit;

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

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

13           (iv) the proposed date for the termination of the  
14 lease or the release of the tenant from the lease; and

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

20           (2) From an attesting third party:

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

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

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

27           (A) read the tenant's verification and has been  
28 advised by the tenant that the tenant or an immediate  
29 family member is a victim and has a reasonable fear  
30 that the tenant or the immediate family member will



1 suffer further acts of domestic violence, sexual  
2 assault or stalking by continued residence in the  
3 dwelling unit;

4 (B) believes the tenant;

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

8 (D) understands that the statement could be used  
9 in court and that the attesting third party could be  
10 liable for perjury as well as damages to the landlord  
11 for knowingly making false statements in the  
12 verification.

13 (b) False statements.--If a tenant submits to a landlord a  
14 verification containing false statements made by the tenant or  
15 an attesting third party that the tenant knew to be false, the  
16 court may award the landlord an amount equal to twice the  
17 landlord's actual damages, costs and reasonable attorney fees.

18 Section 505-C. Landlord's obligations.

19 If a tenant complies with section 503-C, the landlord:

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

23 (2) may not disclose information required to be reported  
24 to the landlord under section 503-C unless:

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

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

29 Section 506-C. Effect of court order to vacate.

30 (a) Landlord and tenant.--Upon issuance of a court order,

1 other than an ex parte order, requiring a perpetrator to vacate  
2 a dwelling unit, the landlord and a tenant do not have a duty  
3 to:

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

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

8 (b) Lease interest of perpetrator.--If the perpetrator who  
9 is the subject of the court order described in subsection (a) is  
10 a party to the lease, the perpetrator's interest under the lease  
11 shall terminate and the landlord and any other tenants remaining  
12 in the dwelling unit shall be entitled to actual damages from  
13 the perpetrator as a result of the termination. If the lease is  
14 terminated as to the perpetrator, the termination of the  
15 perpetrator's interest in the lease may not affect the rights  
16 and obligations under the lease of any other tenants remaining  
17 in the dwelling unit. Notwithstanding the foregoing, the  
18 landlord may require the remaining tenants to provide evidence  
19 reasonably satisfactory to the landlord that the remaining  
20 tenants will have the financial capability to continue to meet  
21 their obligations under the lease. The landlord and the  
22 remaining tenants may enter into a new lease upon mutually  
23 satisfactory terms.

24 (c) Duty of landlord.--Upon termination of a perpetrator's  
25 interest under a lease under subsection (b), the landlord shall  
26 return to the perpetrator, if the perpetrator was the only  
27 remaining tenant under the lease, a security deposit and  
28 unearned rent, to which the perpetrator is entitled following  
29 the termination. The landlord's obligation to return a security  
30 deposit to a perpetrator under this subsection is subject to the

1 landlord's claim for rent and damages against the perpetrator as  
2 a result of the termination or for any other claim the landlord  
3 may have with respect to the security deposit under other  
4 provisions of the lease or this act.

5 Section 507-C. Limitation on landlord's conduct.

6 (a) Prohibitions.--Except as provided in subsection (c), a  
7 landlord may not increase or threaten to increase the rent,  
8 security deposit or fees payable under a lease, decrease or  
9 threaten to decrease services required under the lease or this  
10 article, terminate or threaten to terminate a lease, refuse to  
11 renew a lease, bring or threaten to bring an action for  
12 possession, refuse to let a dwelling unit or impose different  
13 rules or selectively enforce the landlord's rules:

14 (1) because the tenant or proposed tenant or an  
15 immediate family member of the tenant or proposed tenant is  
16 or has been a victim;

17 (2) because of a violation of the terms of the lease or  
18 the provisions of this article by the tenant resulting from  
19 the incident of domestic violence, sexual assault or stalking  
20 against the tenant or an immediate family member; or

21 (3) because of criminal activity relating to domestic  
22 violence, sexual assault or stalking against the tenant or an  
23 immediate family member or a police or emergency response to  
24 a good faith complaint of activities relating to domestic  
25 violence, sexual assault or stalking against the tenant or an  
26 immediate family member.

27 (b) Willful violation.--If a landlord willfully violates  
28 this section:

29 (1) the tenant may:

30 (i) terminate the lease;

1           (ii) defend an action for possession on the ground  
2           that the landlord willfully violated this section; or  
3           (iii) obtain appropriate injunctive relief; and  
4           (2) the court shall award the tenant an amount equal to  
5           three months' rent or triple actual damages, whichever is  
6           greater.

7           (c) Construction.--Nothing in this section may be construed  
8           to limit the landlord's right to terminate the lease of the  
9           tenant for the conduct of the tenant unrelated to the tenant  
10          being a victim.

11          Section 2. The addition of Article V-C of the act shall  
12          apply to leases entered into or extended on or after the  
13          effective date of this section.

14          Section 3. This act shall take effect in 60 days.