



## EVICTIONS AND APPEALS

Act 33 of 1995 reduces to 10 days the time permitted for a residential tenant to appeal a district justice's decision to county court. Non-residential appeals remain at 30 days. In both residential and non-residential appeals, the tenant may remain in the leased property only if the tenant deposits the back rent owed or pays three months rent – whichever is less – when filing the appeal and continues to pay rent to the court while the appeal is pending. The landlord may apply to the court to release the escrow money. If the tenant fails to continue to pay rent to the court, the landlord may proceed with eviction.

Eviction of tenants for expiration/breach of contract or lease is expedited by a 1995 law. If a contract is for a year or less or for an indeterminate time, a tenant has 15 days to vacate; 30 days if the contract is for more than a year. A tenant has 10 days to vacate for failure to pay rent.

In the case of mobile home parks, a tenant has 30 days to vacate when a lease is for less than one year; three months when a lease is for more than one year. For failure to pay rent, a tenant has 15 days to vacate if notice is given between April 1 and September 1 and 30 days otherwise. (Act 36 of 1995)

Act 23 of the 1995 Special Session on Crime provides for expediting the eviction of tenants who are engaged in drug-related activities. "Partial evictions" are authorized to evict those who commit drug-related crimes but are not signatories to a rental unit's lease. "Complete evictions" are permitted:

- when the rental unit is in any way involved in drug-related activity;
- the tenant, a member of his/her household or a guest has engaged in drug-related activity on or near any part of the entire leased residential premises;
- the tenant allows a person removed or barred from the premises to return;
- the tenant fails to notify the appropriate officials that a person barred has returned.

The law also provides defenses for tenants who can prove their innocence.

Act 74 of 1996 amends the law to provide greater protection for mobile home park tenants upon termination of a lease. This act also provides a mechanism for owners of mobile home parks to remove abandoned mobile homes.

### Office of Attorney General Bureau of Consumer Protection Regional Offices

#### Erie

1001 State St., 10th Floor  
Erie, PA 16501  
(814) 871-4371

#### Harrisburg

Strawberry Square, 15th Floor  
Harrisburg, PA 17120  
(717) 787-9707

#### Philadelphia

21 S. 12th St., 2nd Floor  
Philadelphia, PA 19107  
(215) 560-2414

#### Pittsburgh

Manor Bldg., 6th Floor  
564 Forbes Ave.  
Pittsburgh, PA 15219  
(412) 565-5135

#### Scranton

Samter Bldg., Room 100  
101 Penn Ave.  
Scranton, PA 18503  
(570) 963-4913

#### State College

444 East College Ave., Suite 440  
State College, PA 16801  
(814) 863-3900

**Toll-free  
Consumer Protection Hotline  
1-800-441-2555**



– Please Call or Write –

### Mark M. Gillen

State Representative  
128<sup>th</sup> Legislative District

#### DISTRICT OFFICE:

29 Village Center Drive, Suite A7  
Reading, PA 19607  
Phone: (610) 775-5130  
Fax: (610) 775-3736

#### HARRISBURG OFFICE:

PO Box 202128  
Harrisburg, PA 17120-2128  
Phone: (717) 787-8550  
FAX: (717) 783-7862  
email: mgillen@pahousegop.com

RepGillen.com

# LANDLORD- TENANT RIGHTS

- Renting a Home or Apartment
- Leases
- Security Deposits
- Condominium Conversions
- Evictions and Appeals

**Questions?  
PA Attorney General's  
Consumer Hotline**

**1-800-441-2555**

## ❑ RENTING A HOME OR APARTMENT

Before looking at apartments or rental homes, evaluate your living needs: number of rooms; location; distance from shopping and public transportation; price; and facilities.

Friends and newspapers provide inexpensive advice. Real estate agencies can help, but may charge a fee for their services. Avoid “apartment finders” who do not have a real estate broker’s license. They often charge merely for lists of vacancies that are taken from newspaper classified ads.

### ***Consider the following before renting:***

- Check furnace, plumbing and all appliances. Are there enough electrical outlets and lights? Is the wiring adequate to handle several appliances?
- Are storm windows, screens, shades provided?
- Are floors solid - no holes or splinters? Are walls and ceilings painted, papered and without cracks?
- Are doors, windows and entrances secured? Are stairs safe and well-lit? Are fire escapes easily accessible?
- Is the apartment quiet? Can you hear those next to, above and/or below you?
- Is there evidence of rodents or insects? Who pays for an exterminator?
- Ask others in the apartment complex about any negative aspects of living there.
- If apartment is furnished, check for, record and save a list of all defects in furniture.
- Make and keep a list of all existing damages and repairs that need to be made. Ask the landlord to go through the apartment with you while making the list. Keep one copy, give one to the landlord and attach a copy to the lease. When you move out, this record will assure that your security deposit will only be applied to damages for which you are responsible.
- Is the property and surrounding area well maintained and safe?

**Rental Application --** *Your new landlord may ask you to fill out a rental application. The application may request credit references; a list of past landlords, phone numbers and addresses; and your employment history including salary information. An application fee may be charged and may be non-refundable if you are not approved. Be sure to ask before filling out the application. If approved, the fee is generally put toward the first month's rent or security deposit but that is not required by law.*

## ❑ LEASES

A lease between a landlord and tenant is an oral or written contract to rent property. Leases detail the responsibilities of each party regarding care and rental of the property. It is essential you scrutinize a lease before signing. Leases are difficult to change or break without one side surrendering a sum of money.

Your best protection is a written lease signed by both parties. Be sure to keep a copy of the lease for yourself. Make a second copy and keep it in a bank deposit box or with a trusted friend or family member. Do not sign a lease until all blanks are filled in.

### ***Make sure your lease contains:***

- the specific address - including apartment number - of the property;
- length of the lease;
- explanation of the rent payment procedure, including how much, the date owed, where to send the payment, late penalties and whether rent can be increased during the lease period;
- which utilities you are responsible for paying;
- termination or renewal terms, including penalties for breaking the lease;
- a complete list of regulations the landlord expects you to follow;
- who to contact and how to contact those responsible for maintenance and repairs;
- any mandatory services which your landlord insists on performing and charging you for;
- the amount of the security deposit.

### ***Many leases contain provisions that:***

- require you to keep the apartment in good condition, or at least the same as it was when your lease started;
- prohibit you from subletting the apartment and from moving without the landlord’s written consent;
- permit the landlord to enter the property for inspection, repair or to show it to potential tenants;
- prohibit more than the number of people named in the lease from occupying the property;
- if you miss one payment, give the landlord the right to collect the total rent for the lease period;
- provide for automatic renewal or termination of the lease if you do not otherwise notify the landlord at the lease’s expiration or before;
- apply to pets, children and use of facilities.

## ❑ SECURITY DEPOSITS

A security deposit is money which actually belongs to the tenant, but is held by the landlord for performance of all terms and conditions of the lease and for protection against damages or unpaid rent. The Landlord-Tenant Act regulates security deposits and places a limit on the amount a landlord can charge.

### ***According to the law:***

- During the first year of a lease, the amount of a security deposit cannot exceed two months’ rent.
- At the beginning of the lease’s second year, a landlord cannot retain a security deposit of more than one month’s rent. Thus, if the landlord collected a security deposit of two months’ rent when you first signed the lease, he must refund the equivalent of one month’s rent at the beginning of the second year.
- At the beginning of the third year of the lease, the landlord must put any security deposit over \$100 in an interest-bearing bank account.
- At the 25th month of occupancy, the tenant is entitled to the interest on his/her security deposit, to be paid at the end of the third year of occupancy and each year thereafter. The landlord may retain a 1 percent fee for the landlord’s costs.
- After five years, the landlord cannot increase a security deposit even though the monthly rent may have been increased.

### ***To have your security deposit refunded:***

- You must give the landlord a forwarding address and return the keys to the property.
- Within 30 days of your moving out, the landlord must return the security deposit or send you a list of damages, the cost of repairs, and any money remaining from the security deposit and interest. If the landlord fails to provide such a list, he forfeits the right to any part of the security deposit. If such is the case, you may sue to recover the deposit and the landlord can raise no defense, or you may sue for double the amount of the deposit and the landlord can counterclaim for property damages.

## ❑ CONDOMINIUM CONVERSIONS

### ***If your apartment complex is being converted to condominiums:***

- The new owner/developer must give you one year’s written notice before you are required to move.
- The new owner/developer cannot raise your rent or change the terms of your lease.
- If your lease is for more than one year, you may remain in your unit until the termination of your lease.
- You have the first chance and exclusive rights to buy your rental unit within the first six months after you receive the conversion notice.
- You can give 90 days notice and terminate your lease without penalty after receiving a conversion notice.



**KNOW YOUR LANDLORD-TENANT RIGHTS**