



**North Penn**  
LEGAL SERVICES

# Self-Help Handbook for Tenants

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## TOPICS INCLUDE

- Fair Housing
- Rental Rights
- Eviction Process
- Community Resources



# Self-Help Handbook for Tenants Understanding Rental and Fair Housing Law in Pennsylvania

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## Table of Contents

Introduction . . . . .	5
Before looking for an apartment or house . . . . .	6
Fair Housing – Equal Housing Opportunity . . . . .	7
Looking for an apartment or house to rent . . . . .	10
Applying to rent an apartment or house . . . . .	14
Moving into your apartment or house . . . . .	16
Dealing with situations while renting . . . . .	18
Equal enjoyment of housing for tenants with disabilities . . . . .	21
Getting repairs to your apartment or house. . . . .	23
Moving out of your apartment or house . . . . .	27
Your security deposit . . . . .	28
The eviction process. . . . .	31
Frequently asked questions about eviction . . . . .	32
Extended appeal period for victims of domestic violence . . . . .	39
Subsidized housing . . . . .	40
Manufactured Home Communities . . . . .	43
Sale or Foreclosure of the Rental Property . . . . .	45
Inspection checklists. . . . .	46
Sample Letters . . . . .	49
Statutes and Case Law . . . . .	56
Getting Help . . . . .	57



# Introduction

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## Purpose

This handbook provides useful information about renting an apartment, fair housing laws and some of the basics of landlord-tenant law. For those looking for rental housing, the handbook has practical suggestions about what to look for while inspecting the rental unit and what questions to ask the landlord. For those who are already renting, the handbook discusses common problems such as nonpayment of rent and complaints about repairs. The handbook also includes information about laws protecting against discrimination in rental housing and provides examples of tenants' rights to equal housing opportunities and equal enjoyment of housing.

## Disclaimer (a legal caution)

This handbook contains a general statement of the law and should be used only as a guide. It should not be considered legal advice because everyone's case is different. State law is the same, but local laws may be different. Also, the law about landlords and tenants change. This handbook may not be reprinted every time the law changes.

## Need legal help?

A lawyer can help you understand the laws that may apply to your specific situation. If you can't afford a lawyer, contact North Penn Legal Services (NPLS). If you are low-income, you might qualify for free legal help. You can apply for legal help by calling 877-953-4250 (877-9-LEGAL-0).

## Acknowledgments

This handbook merges the content of two fine publications: ***The Right Stuff about Renting*** (published by the Community Action Committee of the Lehigh Valley with the support of the Lehigh Valley office of NPLS) and the ***Handbook for Tenants*** (published by NPLS' Susquehanna Valley offices.) This handbook was made possible by the support of the funders of the Lehigh Valley Fair Housing Project: Lehigh County, Northampton County, and the cities of Allentown, Bethlehem and Easton.

## Usage

This booklet is written for tenants, and sometimes refers to tenants as "you." However, the information may be helpful to landlords, owners and managers of rental property. They are referred to as "the landlord" throughout the booklet.

## Online version and video resources

This handbook is available in an electronic format at [www.northpennlegal.org](http://www.northpennlegal.org) in our Resources Section. Some NPLS videos on rental housing are available on our website and at many area libraries.

# Before looking for an apartment or house

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## What law applies to a Landlord Tenant agreement?

A landlord tenant agreement is a consumer contract between the property owner and renter. A landlord and tenant also have a relationship based on the property owner giving the tenant exclusive possession of the rental property. Landlord-Tenant law is governed by federal, state and local laws. There are also important court decisions and rules of court that govern Landlord-Tenant law.

The Pennsylvania Landlord-Tenant Act includes the process for Magisterial District Court evictions, limitations on the length of verbal leases (three years), and rules about security deposits. It includes a process for appeal to the Court of Common Pleas in that county.

You have to also look at court decisions. For example, the Pennsylvania Supreme Court said that there is an implied warranty of habitability in every residential lease. This implied warranty of habitability is a requirement that the property meet certain minimum standards. But it is still important that the tenant consider any new lease carefully, because there are many other agreements in the lease in addition to basic habitability.

This booklet is meant to give information and tools to help a tenant look for a new apartment and deal with problems that often come up with renting. A list of the major laws that apply is included at the end of the booklet.

## What is a lease?

A lease is an agreement, or a contract, between the owner and the tenant for the rental of property. The tenant receives exclusive possession of the rental unit and the owner receives money for rent. In the past, the lease was often written in complex legal terms. The lease must be written in plain language to make it easier to understand because Pennsylvania has a Plain Language Consumer Contract Law.

There are two types of leases: an oral lease and a written lease. An **oral lease** is a verbal agreement between the landlord and the tenant. In Pennsylvania, an oral lease is legal and binding for up to 3 years. The term of an oral lease is usually month-to-month but may be shorter depending on when you pay your rent. For example, if you live in a place where the rent is paid weekly, then the oral lease term would be a weekly one. The term of a lease is important because it determines what kind of notice a tenant or landlord must give to terminate the lease.

A **written lease** is a contract that defines the responsibilities of the landlord and tenant. A written lease is better for both the tenant and the landlord. Both can go back to the written lease to find out what was agreed upon. The written lease is the best defense if the tenant or the landlord challenges the other for breaking the lease. You should receive a copy of the signed lease from your landlord after you sign it. Keep this copy for your records.

The landlord should not include arbitrary or unfair clauses in the small print of the lease. A court should refuse to enforce a provision that seems unconscionable or has been ruled by the courts to be illegal. Read the lease carefully before you sign it and have both parties initial any changes made to the lease.

With both oral and written leases, if either party wants to end the lease, proper notice must be given to terminate the lease agreement. A written lease should state the amount of notice required, but usually, it is one or two months in advance. With an oral lease, the amount of notice is determined by how the rent is paid. So, if you pay monthly, then a month's notice would be required, but if you pay weekly, that may be the amount of notice that is required. Any notice you give the landlord about terminating the lease should be in writing. Keep a copy of the notice for your records.

# Fair Housing – Equal Housing Opportunity



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Fair housing is another way of saying being able to rent or buy housing without being discriminated against. Fair housing does not mean housing in good condition. Dealing with housing in bad condition is covered in the chapter on Getting Repairs Made.

## What is housing discrimination?

Housing discrimination is treating someone differently because of a particular characteristic that they have. The particular characteristics are called protected classes.

## Who does the law protect?

The law protects members of protected classes. Under the federal Fair Housing Act, the covered protected classes are:

- Race; Color; National Origin; Religion; Sex; Familial Status (families with children under 18 and pregnant women); and Disability.

In Pennsylvania, the following protected classes are added to the Pennsylvania Human Relations Act:

- Age (40 years old or older);
- People who use a guide or support animal because the person is blind, deaf or has a physical disability,
- People who train or handle guide or support animals,
- People who are related to or associated with people with disabilities.

Local municipalities may add additional protections by local ordinance. State or local government may add or expand protections against discrimination, but they may not take away from federal or constitutional rights.

In some jurisdictions, for example, additional protected classes include:

- Marital Status; Sexual Orientation; Gender Identity and Gender Expression.

### **What does housing discrimination look like?**

Housing discrimination happens in a lot of different ways. Here are some examples:

- Landlord telling you upon meeting you in person that the rent is higher than the advertisement said.
- Advertisement that says “no kids allowed” or “no teenagers”
- Landlord saying on the phone that the apartment is available and then telling you it is not available when the landlord meets you and your same-sex partner
- Landlord saying they won’t rent to someone with a mental health disability
- Real estate agent suggesting you would fit in better in a neighborhood with more African-American residents
- Landlord charging a higher security deposit to a person who uses a wheelchair
- Landlord not making repairs for Latino tenants but making repairs for white tenants
- Landlord refusing to rent to women because the apartment is in an unsafe location
- Landlord charging a higher security deposit to a family with children than a couple

### **What behavior/actions does the law cover?**

Most housing transactions are covered. Renting an apartment or house is covered. How a landlord treats you when you are renting is covered. Buying a condo or house is covered. Getting a mortgage is covered. Working with a real estate agent is covered. Advertising for housing is covered. It is always illegal to discriminate in advertisements for housing, even online advertisements.

### **What types of housing does the law cover?**

The law applies to most types of housing, including private housing, public housing and subsidized housing. The law applies to manufactured home communities, sometimes called mobile home parks. The law also applies to group homes, transitional housing, rooming or boarding houses, nursing homes, and university housing. Homeless shelters are usually covered too.

### **What types of housing doesn’t the law cover?**

Fair housing law covers most types of housing, but some housing isn’t covered by the law. It’s complicated to know what types of housing aren’t covered.

Under Pennsylvania law a landlord who lives in one of the two units in a building can choose tenants without following fair housing laws. The federal law does not apply when that landlord has four or fewer units in the building. Also, a landlord that owns a few single-family homes may not be covered by the law. A landlord who owns three single-family homes or less and rents them out without using a real estate agent may choose tenants without following fair housing laws.

Senior housing buildings and senior communities do not have to rent to families with children. But the senior buildings and communities must meet certain standards. In some situations, religious groups and private clubs that rent out housing to their members don't have to follow fair housing laws. You should check with an attorney or fair housing advocate before assuming the law does not protect you or cover your situation.

## What if I don't speak English?

Landlords can't treat applicants or tenants differently because they don't speak English or they have an accent. Landlords can only ask for proof of citizenship if they ask all applicants or tenants. They can't just ask applicants who have an accent or applicants of a certain national origin or race.

## If you are pregnant or have children:

It is illegal for landlords to treat families with children differently. Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That means the landlord may not discriminate against families in which one or more children under 18 live with a parent, legal custodian, or the designee of the parent or custodian. Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

You can read more about illegal discrimination in the "Dealing with Situations while Renting" section.

## Can I file a complaint if I think I have been discriminated against?

If you believe you are being denied housing, evicted or harassed because you are a member of a protected class, you may be protected under the Fair Housing Act and state or local fair housing laws. If you are a person with a disability, you may need to request an accommodation of your disability. If your landlord denies the request or doesn't respond to the request at all, you may file a complaint for discrimination.

Gather any proof you have that you were discriminated against. Proof could include text messages, emails, letters, voicemails. If you were discriminated against in renting an apartment, keep a copy of the advertisement. Write down the property address and the landlord's name, address and phone number.

## Filing a fair housing complaint

If you believe your rights under the Fair Housing Act or the Pennsylvania Human Relations Act have been violated, you should file a complaint with either the Department of Housing and Urban Development (HUD) or the Pennsylvania Human Relations Commission (PHRC) as soon as possible. The deadline for filing a complaint with HUD is **one year** from the date of the discriminatory action or incident. The deadline for filing a complaint with PHRC is **180 days** from the date of the discriminatory action or incident. Some cities have Human Relations Commissions that deal with fair housing complaints.

# Looking for an apartment or house to rent

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## How can I find an apartment or house?

Ask your friends about any “For Rent” signs in their neighborhood, and check your own neighborhood for signs. Check the classified section of the local newspapers that cover surrounding communities. Look at apartment listings on the internet. The local public library has copies of the local newspapers available, as well as free internet access.

When you find apartments or homes that you can afford, start looking at them! Keep in mind that there is no perfect unit or perfect landlord. You should make notes of the surroundings (neighborhood, parks, shopping malls, access to main roads, bus line, etc.) and the quality of the rental unit. Your notes can help you compare different apartments or homes.

## How should I start looking for an apartment or house?

You have the best chance to get a good place if you know what you need and plan how to get it. Begin your search by answering the following questions:

How much can you afford to pay for rent, utilities (gas, electric, water, sewer, trash removal, recycling, heat, cable), and other necessities? A general rule is that your rent should equal one week’s gross pay (pay before deductions) or about one-fourth of your gross monthly income. As more of your monthly income goes to paying the rent, the less you will have to buy other necessities and pay bills. If you have trouble handling money or following a budget, credit counseling is available to help you.

When will you need housing? Pick an exact date. Give yourself enough time to find a place.

What kind of housing do you need? An apartment or a house? How much space do you need? What furniture or appliances will you need? For example, do you need a yard for children, a ramp for handicapped access, or a first floor for a family member who cannot use steps? Do you have resources to make your own modifications to the rental property or do you need a place that is already accessible?

Where do you want to live? A particular town or city? An area of town or a specific neighborhood or school district? Do you and your family need to be near work, school, or bus routes?

Some agencies will have lists of landlords who participate in their programs. Others may have websites that include private rental units, public housing, subsidized housing and low income housing tax credit properties. There may be waiting lists, but you cannot move up a waiting list unless you are on it so apply right away!

**The key to success at finding and keeping good housing is: DO NOT WAIT until the last minute to get help. ACT NOW!**

If you need immediate housing due to eviction or other circumstances, you may need to rely on family, friends, or hotels temporarily. You may be able to get into a shelter, but most shelters have waiting lists or limitations on who can stay there or how long you can stay.

**How can I budget my money? Example for single person**

ITEM	7 DAYS	4.3 WEEKS	12 MONTHS
Rent	\$127.91	\$550.00	\$6,600.00
Food	\$46.51	\$200.00	\$2,400.00
Car Insurance	\$23.26	\$100.00	\$1,200.00
Utilities	\$34.88	\$150.00	\$1,800.00
Transport/Gas	\$21.40	\$92.00	\$1,104.00
Medical Expenses	\$5.81	\$25.00	\$300.00
Renter's Insurance	\$3.49	\$15.00	\$180.00
Other Expenses	\$51.16	\$220.00	\$2,640.00
<b>TOTALS</b>	\$314.42	\$1,352.00	\$16,224.00

The totals must be less than or equal to your monthly and annual pay. This budget assumes the renter earns \$10.00 per hour, 40 hours per week.

**How can I budget my money? Example for a family**

ITEM	7 DAYS	4.3 WEEK	12 MONTHS
Rent	\$174.42	\$750.00	\$9,000.00
Food	\$104.65	\$450.00	\$5,400.00
Child Care	\$104.65	\$450.00	\$5,400.00
Car Insurance	\$40.70	\$175.00	\$2,100.00
Utilities	\$39.53	\$170.00	\$2,040.00
Term Life Insurance	\$8.14	\$35.00	\$420.00
Transport/Gas	\$23.25	\$100.00	\$1,200.00
Medical Expenses	\$11.63	\$50.00	\$600.00
Renter's Insurance	\$2.91	\$12.50	\$150.00
Other Expenses	\$34.88	\$150.00	\$1,800.00
<b>TOTALS</b>	\$544.76	\$2,342.50	\$28,110.00

The totals must be less than or equal to your monthly and annual pay. This family budget assumes two adults work full time at slightly above minimum wage.

## **Visiting apartments or houses and meeting the landlord**

- Dress properly. Clean, neat, and simple is best. This shows the landlord that you are responsible and sincere.
- Keep an appointment when you make it. If there is a reason why you must be late or cancel, call the landlord and let them know. Simple good manners like this are important.
- Be ready to fill out an application or make a small deposit to hold the unit in case you find what you want.

## **What to look for in a rental unit**

You want an apartment or house that meets your basic needs, but preferably more than just the basics for shelter and safety. A unit should look clean and well maintained and have a certificate of occupancy, if required. You can call the city or municipality to find out if a certificate of occupancy is required, if an inspection will be required and if the landlord is in good standing and has no outstanding violations.

You may want to talk with tenants in the apartment complex or the neighbors in order to get a sense of how the landlord responds to the needs of the tenants. Do a Google search of the landlord or company you will be renting from to check their reputation in the community. Use the apartment inspection checklists at the end of this booklet as a guide to ensure that you have taken a careful look at the property.

## **Do I really have to know about all of the items in the apartment checklist for each unit I visit?**

No. How complete you want to be with your search for an apartment or house is up to you. By taking your time and reviewing the details, you may have fewer problems to deal with later. But there is no guarantee that you will not have problems. You should be suspicious of apartments and houses that are priced way below other similar places or that seem to need a lot of repairs.

## **Should I move into an apartment or house where there are problems? What if the landlord promises to fix them?**

Generally, the answer is no. You should try to find a place that does not need significant repairs. Even if the landlord promises to make the repairs once you move in, there is no guarantee that the landlord will do so. If the repairs are minor ones (new light bulbs or shower curtain), then it might not make a big difference because you could fix these problems yourself. If the repairs are major (no smoke alarms, broken windows, no heat), you should not move into the apartment.

Many people do move into places with bad conditions because the rent is cheap, the landlord promises to make the repairs and they need a place right away. Make sure that you get the landlord to sign a written agreement added to the lease stating the date the

repairs will be completed. If you agree to do some of the work in exchange for a reduction in rent, **get that in writing** or it will be difficult to prove later.

You should also take pictures of the repairs that are needed. If the landlord doesn't make repairs and you need to sue him to try to get the repairs made, you will then have the pictures and signed agreement as proof of the conditions and the landlord's promise to make the repairs. Remember to keep a copy of the agreement signed by your landlord.

## **Lead-based paint disclosure**

Lead-based paint is something to be aware of in homes built before 1978. Lead was used in making paint before people knew about the health and safety concerns. Since existing apartments or homes may have lead-based paint, you should be informed about this by the landlord before signing the lease or buying a house. Other sources of lead may be lead pipes in the apartment or house or lead in the soil.

The Residential Lead-Based Paint Hazard Reduction Act of 1992 requires the landlord to provide tenants with information about lead-based paint in the apartment or house being rented or bought.

Since 1996, the act has applied to all rental properties. An owner or landlord who fails to give the proper information can be sued for triple the amount of damages. In addition, the owner may be subject to civil and criminal penalties. The landlord or owner is not required to test or remove lead that exists in the unit, unless ordered to do so by the local Code Enforcement Office or other local, state, or federal agencies.

Long-term lead exposure is especially dangerous for unborn babies and young children. Ask your pediatrician or local health department how often your children should be tested for elevated lead levels. If lead levels are elevated, seek help investigating the source of exposure and eliminating the risk. Families with children suffering from lead poisoning may have rights under federal and state fair housing laws; seek advice from a housing advocate or attorney if you are unable to get assistance with your situation.

If your residence needs lead abatement work done, check with your county or municipality to see if funds are available.

# Applying to rent an apartment or house

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Once you have found a home that meets your needs, your first step will be to fill out a rental application. The landlord may charge an application fee and will review the information you supply.

## Information needed to fill out the rental application

- Identification with a picture.
- Social Security numbers, dates of birth, and full legal names of yourself and any adult(s) over 18 who will live with you.
- Place of employment for each adult, correct company name and address, the full names of immediate supervisors, and gross yearly or monthly income.
- Amounts of money in: Bank account(s), bank loans, and credit card debt for any adult named on the lease. The landlord uses these to check your credit rating and evaluate whether you can pay the rent.
- Driver's license and motor vehicle description if you have a car.
- Rental history, including the addresses and phone numbers of your former landlords or the people you lived with for the last few places you lived. This can help you in showing the landlord that you are a responsible individual.

To increase your chances of getting the apartment you want, have the information organized and ready. Be honest with all the information you give. Landlords have the right to obtain a credit report and do a criminal records check. If you lie on the application or give false information on purpose, you are committing fraud. Be prepared to explain how you have dealt with your credit problems, or evidence of rehabilitation or other appropriate counseling programs.

If the landlord rejects your application, the landlord may explain the reason, but often will not. A public housing authority must provide a reason for the denial and give an opportunity to appeal the denial. If you suspect that the landlord rejected you for a discriminatory reason or because of a policy that is discriminatory, you should consider talking to a fair housing advocate or an attorney or filing a fair housing complaint.

## Negotiating with the landlord

If the landlord approves of your application to rent the apartment or house, you may be asked to sign a lease. Here are some things to look for in the lease:

<b>LEASE CHECKLIST (be sure your lease covers the following)</b>	
	Tenant(s) name?
	Landlord's name?
	Landlord's address and phone numbers?
	Full mailing address and unit number?
	How many people can live in the unit?
	Subletting allowed (renting to others)?
	Parking spot (on or off street)?
	Security deposit - how much?
	Who pays for utilities?
	Monthly rent?
	Due date for rent? Grace period? Late fees?
	Where to pay rent / who to pay?
	Lease period (start and end date)?
	Year lease? Monthly lease? Another term?
	How to renew lease?
	How to end/break lease?
	Penalties for ending lease early?
	Rules and regulations?
	Move in procedure - will landlord clean?
	Written agreement if repairs promised?
	How to request repairs?
	Requesting repairs procedure?
	Notice before for entering by maintenance?
	Lead paint notice? Lead paint removed?

You may be able to negotiate with the landlord to improve conditions in the apartment or provide more services. It may be harder to do this with apartment complex managers because of company policy, but ask! At some point, you may have to settle for what is offered, or you can decide to look elsewhere.

The time to make deals with the landlord is after you have been accepted as a tenant, but before you sign the lease. The landlord will usually ask for a security deposit (up to two months' rent) and require you to sign a lease. The lease should state clearly for which utilities the tenant is responsible. The landlord is responsible for maintaining the common areas in a multi-unit building. Beware if lease transfers these responsibilities to the tenant, especially if they would be difficult or costly for you.

Remember that **once you sign** the lease you are in a contract for the period of time listed in the lease. The only way you can make changes that will be enforceable in court is if you and your landlord both agree to change the contract **in writing**.

## How much can a landlord charge for late fees?

Although the fees for paying your rent late may vary from landlord to landlord, the amount charged must be reasonable. As part of a contract, late fees are not supposed to be punitive. For example, a late fee of \$25 assessed after a five-day grace period may be reasonable, while a late fee of \$10 per day after the first of the month will likely be deemed excessive if the issue comes up in court. You should be careful about signing a lease that includes such charges.

# Moving into your apartment or house

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## What are the landlord's responsibilities?

The landlord must provide the following:

- Drinkable water / Water in kitchen and bathroom
- Hot water
- Heat (in cold weather)
- Working sewer system
- Bathroom (bath tub or shower and toilet)
- Safe, working electrical system
- A lock for the door(s)
- An apartment or house not filled with insects or rodents
- Safe, sanitary condition of the structure of the house and outside area
- Working smoke alarms
- No chipping, peeling paint

## What are the tenant's responsibilities?

- Pay the rent on time and regularly for the full length of the lease.
  - ▶ Keep canceled checks or money order slips as proof of any rent or security deposit you paid.
  - ▶ **Remember to get a receipt if you pay in cash or money order.** You should never pay your rent without getting some sort of receipt from your landlord! If your landlord will not give you rent receipts, write your own receipt and ask the landlord to sign it when you give the landlord the rent.

- ▶ The receipt can simply say:

Received \$\_\_\_\_\_ from \_\_\_\_\_ for \_\_\_\_\_ (month).

Balance due \$\_\_\_\_\_

Date \_\_\_\_\_ Landlord \_\_\_\_\_

- Take care of repairs when the damage is your fault.
- Clean the apartment or house to keep it in good condition.
- If repairs are needed, put a dated request in writing to the landlord. Keep a copy.
- Keep agreements made in the lease, such as not making too much noise.

## Tips to remember when moving

### Telephone, Cable, and Utilities

- You need to contact the local telephone, cable, and utility companies for installation and connection of whatever services you want.

### Fire and Police Information

- Find the telephone number of the local fire and police departments and emergency numbers. Post these numbers by the telephone so they are handy in an emergency. Are you in a 911 area? For local resources and referrals, call 211 for information.
- If possible, have at least one fire extinguisher handy, preferably in the kitchen. Know how to operate the extinguisher. There should also be an extinguisher in the common hall of a multi-unit building.
- Pennsylvania law requires that the landlord supply a smoke alarm in working condition in each unit. The lease will state whether the tenant or landlord is responsible to check the smoke alarm and replace batteries when necessary. If the smoke alarm is not working, inform the landlord by phone and in writing. The landlord has 72 hours (3 days) to replace the smoke alarm. If the landlord doesn't replace it within that time period, you may send the landlord a letter stating that you are purchasing a smoke alarm and deducting the price from the next month's rent. When you pay the next month's rent, you must include the receipt for the smoke alarm. Multi-unit buildings will usually be required to have hard wired smoke detectors and Code Enforcement will order the landlord to follow the law.

## Renters Insurance

- Your landlord's insurance does **not** cover your personal property. The landlord is **not** responsible for your belongings; you are. You will need to get renters insurance to cover theft, loss, or damage of your personal belongings.
- Contact several insurance agents and compare costs. Renter's insurance is surprisingly affordable. A policy may cost approximately \$120-\$240 per year. Check whether discounts are available.

- If a landlord's negligence causes damage to your property, you may have a claim against the landlord. But you might be faced with filing a lawsuit, proving the negligence and then collecting on the judgment. This is very difficult to do, especially if you are still living in the property or have limited resources. If you have renters insurance and the insurance company has evidence that someone else is responsible for the damages, they can hire an attorney and sue that party. But you still get your property repaired or replaced in a timely way by the insurance company.

## Dealing with situations while renting

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### What if I can't pay my rent?

A landlord can evict you for non-payment of rent. As a tenant, you are legally responsible to pay the full amount of rent in a timely manner. The lease will set the terms of your rental payments. Generally, the rent is due on the first of the month. If you don't pay your rent on time, the landlord can file an eviction action against you. It doesn't matter if you have a disability, your money was stolen, you just lost your job, it is the wintertime, and/or you have children. You can still be evicted for non-payment of rent.

If you will not be able to pay your rent, you should tell your landlord as soon as possible. You should not wait until the day it is due or a few days later. Explain why you can't pay the rent and ask to make a payment arrangement. If your landlord agrees to enter into a payment arrangement, get this agreement in writing and keep a copy for your records. Remember, if you do not keep the agreement, the landlord will be able to evict you. The eviction process is discussed starting on page 31.

When you do have an unexpected loss of income, you may be able to get help from a local agency or the county assistance office for rent payments. Assistance may only be available during certain times of the year and usually only once per year. Local religious and community organizations may also offer emergency financial help. Look at our Getting Help guide or call 211 for referrals in your area.

When you sign a lease with other people, you should understand the lease terms. Each person may be responsible for the full amount of the rent if the other tenants leave without paying. This is called "joint and several liability." So, if one of the people who signed the lease leaves or cannot pay the rent, the others will be responsible to pay the full amount due. If you think you will only be responsible for your portion of the rent, review the lease carefully or seek legal advice before signing.

## **What do I do if the landlord fails to pay the utility bills?**

If your landlord is responsible for utility payments according to the lease, but does not make the payments, you may still be protected against a utility shut-off. In Pennsylvania, public utilities are required to notify the landlord of a proposed shut-off. The landlord must send the utility company the names and addresses of any tenants that would be affected.

Next, the utility company is required to provide tenants with 30 days' notice of a proposed termination of service and of the tenant's right to receive continued service if the tenant pays an amount equal to the most recent 30-day bill. If this amount is paid before the proposed date, the utility company will not terminate service. If it is paid after the termination, the utility company must restore service. The tenant may continue to pay the monthly bill and deduct that amount from the rent.

## **If I pay the utility bill, does there have to be a single meter for each apartment?**

Yes. If the landlord wants you to pay for regulated utilities separately, they must be separately metered. So, for example, in a three unit building, there must be meters for each of the apartments and for the common area. The common area is the landlord's responsibility. If the units are not separately metered, the landlord must pay the utility bill and include it as part of the rental price.

If the tenants suspect the meters are not separate, they may ask the utility company to investigate whether there is a "foreign load." If there is, the utility will put the bill in the landlord's name and not change it until the wiring has been corrected. The landlord cannot begin an eviction action or raise the rent because the tenants report a foreign load. Retaliation is prohibited under the law. The court should refuse to evict the tenant and may award damages if the tenant files a cross complaint.

## **When can my landlord enter my apartment?**

As a tenant, you are entitled to the peaceful use and quiet enjoyment of the property you are renting. This means that unless your lease says otherwise or there is a serious emergency, your landlord should not come onto the property without your permission.

The landlord, as owner, is entitled to have keys to your apartment. However, this does not mean that the landlord can enter at any time. The lease may have a term allowing for entry into the apartment by the owner to make repairs, perform inspections, or show the property to buyers or prospective tenants.

Generally, if repairs are needed, the landlord should give you at least 24 hours' notice. If you want to be home at that time, you may need to rearrange your schedule. If you don't care if you are home or not, you can give the landlord permission to enter.

In an emergency, such as burst water pipes or smoke detectors activated, your landlord has the right to enter to deal with the situation. The landlord should inform you by calling, texting or leaving a note. If you have reason to believe someone was in your apartment, contact the landlord and discuss the situation right away.

## What if I am sexually harassed?

Fair housing laws prohibit sexual harassment, considering it a type of sex discrimination. This means that it is illegal for a landlord to demand sexual favors in exchange for housing or for making repairs. It is also illegal for a landlord to create or allow a hostile housing environment through sexual harassment. A hostile housing environment means that a landlord, landlord's employee, or agent engages in unwelcome sexual behavior that either creates an intimidating, hostile, or abusive housing environment or unreasonably interferes with a tenant's housing. You can file a fair housing complaint against your landlord if they are covered by fair housing laws.

## What if I think the landlord is discriminating against me because of my gender identity, gender expression or sexual orientation?

The landlord may be violating fair housing laws if the landlord is treating you differently because you are lesbian, gay, bisexual or transgender (LGBT). This includes a landlord not renting to a transgender applicant. It also includes a real estate agent refusing to work with a same-sex couple because of their sexual orientation. There are a patchwork of laws that cover discrimination based on sexual orientation or gender identity. You have more protections if you rent from a housing authority or if your landlord receives federal funding. You should talk with a lawyer to see if your situation is covered.

## What do I do if there are problems with other tenants?

If you are having problems with other tenants bothering you, report the problem to your landlord in writing. It is always best to **keep a copy** of any letter that you send to your landlord. Explain the problem and ask your landlord to address the situation. Short and clear letters are most effective. If you don't hear from your landlord within a few days, follow up with another letter. Hopefully, the landlord will have spoken with the tenants and advised them to stop the bothersome behavior.

In some instances, the landlord will not address the problem and then it is up to you if you want to continue to stay in the apartment. If you feel other tenants are threatening you, you may need to call the police or file a private criminal complaint at the local magisterial district court.

Remember, you are bound to the terms of the lease so if you break it and move because of problems with other tenants, the landlord may take action against you. If the landlord goes to court, you will need to show the judge that the landlord was violating the lease by failing to enforce your right to quiet enjoyment of the property. It is important to have evidence that you did everything you could to get the landlord's help and resolve the situation before moving out.

## **Can my relatives or friends move in with me?**

Your lease will say who is allowed to live in your home. If you want to have someone else move in or stay with you for an extended period of time, you should ask the landlord for permission. The landlord may want to raise the rent for additional people. If the landlord agrees to let someone else move in either permanently or temporarily, you should get that agreement in writing.

If you are pregnant or have to add a child to the lease, please review the fair housing section of this booklet carefully. A landlord covered by fair housing laws may not discriminate against a pregnant family member or a family for adding a child to the lease if they are the parent, legal custody or designee of the parent. This includes foster children and grandchildren. Discrimination could include the landlord saying the family has to move out because there isn't enough room for everyone.

Sometimes, a tenant becomes disabled and needs a caretaker to stay with them all or part of the time. The tenant may be able to make a request to allow that person to move in, as a reasonable accommodation of their disability. If the tenant lives in public housing, the caretaker's income should not be included as part of the household for rent calculation purposes.

# **Equal Enjoyment of Housing for Tenants with Disabilities**

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Landlords can't treat people with disabilities differently. That means it is illegal to refuse to rent to someone with a disability or ask someone with a disability to do more than someone without a disability.

Fair housing laws say who qualifies as someone with a disability. Someone has a disability if they have a physical or mental impairment that limits their ability to do a major life activity. A major life activity includes walking, seeing, hearing, breathing, learning or taking care of yourself. You can qualify as someone with a disability even if you do not get disability benefits from the Social Security Administration.

The goal of fair housing laws is to let people with disabilities live independently in the community. Persons with disabilities have extra protections under fair housing laws to allow them to live independently. There are two types of extra protections, one is called a reasonable modification and one is called a reasonable accommodation.

## **What if I need to modify something in my rental unit?**

A reasonable modification is a change to the structure of an apartment or house. An example would be installing a ramp to the front door for someone who cannot climb stairs. Other examples are installing grab bars, an accessible shower or a fire alarm with flashing lights.

Usually tenants must pay for the reasonable modification. A landlord must pay if the landlord receives money from the federal government. Also, a landlord must pay if the building was built after March 13, 1991 and the building does not meet fair housing accessibility rules.

You should ask your landlord's permission before you make any modifications. Your landlord should give you permission to make the modifications. The modifications should be done in a workmanlike manner. Your landlord cannot ask you for an extra security deposit. You may have to pay to take out the modifications before you move out. You may have to put money in an escrow account to show your landlord you can afford to take out the modifications.

## **What is a reasonable accommodation?**

A reasonable accommodation is a change or exception to a rule. The rule can be a lease term, a landlord's policy or a landlord's practice. An example would be the landlord assigning a parking space to a tenant with a disability when the other spaces are "first come, first served." Another example would be a landlord allowing you to have an assistance animal even though the building does not allow pets.

You can ask for a reasonable modification or reasonable accommodation at any time. You can ask when you apply for the apartment. You can ask when you move in. You can also ask while you are living there. You can ask if your landlord is evicting you for something related to your disability.

You do not have to ask for a reasonable modification or reasonable accommodation in writing. It is best if you ask in writing so you have proof. Write the date on the letter. Keep a copy of the letter, email or text. There is a sample reasonable accommodation request letter at the end of this handbook.

Your landlord can ask for proof that you have a disability and that your request is related to your disability. But your landlord cannot ask for proof if your disability is obvious. Your landlord cannot ask for your diagnosis or for your medical records.

Your landlord should give you an answer about your request. Your landlord may be violating the law if your landlord does not give you an answer within a reasonable time.

Your landlord can deny your request if it would cause your landlord an undue financial and administrative burden. Your landlord can also deny your request if it would be a fundamental alteration of your landlord's services. Fair housing laws do not protect tenants who are a direct threat to the health or safety of other people.

## **What is the requirement for accessibility?**

Newer multi-family housing must be accessible to people with disabilities. Requirements for buildings with four or more units built after March 13, 1991 are:

- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs

- All units must have an accessible route into and through the unit; accessible light switches, electrical outlets, thermostats and other environmental controls; reinforced bathroom walls to allow later installation of grab bars; and kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units does not have an elevator, the requirements listed above apply to units on the ground floor. These requirements for new buildings do not replace any stricter standards in state or local law.

## Getting repairs to your apartment or house

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There are many ways to get your landlord to make necessary repairs or deal with the problem yourself if that does not work. Most landlords will respond to maintenance requests and have a procedure for making sure repairs are made timely. When they do not respond to your reasonable requests, you should consider all your options.

### Warranty of Habitability

The “warranty of habitability” is a guarantee that the landlord must provide safe and sanitary conditions in the rental unit. It is implied by law into every residential lease. It does not mean that the housing was inspected and/or approved to meet local housing standards. It just means that if the landlord does not provide basic conditions to ensure that the place is safe and sanitary, the landlord can be held responsible.

The landlord must provide drinkable water, heat, a working sewer system, a working electrical system, a working smoke detector, a working lock for your outside door, a place not infested with insects and/or rodents, and a safe structure both inside and outside the home. While it may be a tenant’s responsibility to pay for certain utilities, for example, the landlord must make sure the wires and pipes are in good working order.

### Complain to local Code Enforcement or Health Bureau

Many areas have local Code Enforcement Officers and/or Health Inspectors whose job it is to make sure that landlords meet the requirements of the building codes. Some municipalities require the landlord to obtain a certificate of occupancy before a property is leased, which may have included an inspection. If your landlord is not providing a safe and sanitary place, then you should call your local Code Enforcement Office or Health Inspector. In rural areas, contact the township or municipal office for the name of the housing officer or Pennsylvania agency responsible for inspection of residential property.

## Repair and Deduct

Repair and Deduct may be a good solution for you if:

- You don't want to move,
- Your problem is something specific that a repair person can fix, and
- The repairs will cost less than what you pay for your monthly rent.

If you have already called or texted the landlord about the repair, but gotten no response, you must write to your landlord about the conditions that need to be repaired. **Do not skip this step** — you must put it in writing so that the landlord is aware of the situation, even if you've already talked about it many times. (There are sample letters starting on page 49).

- Be brief but detailed about the problem — explain how it affects your family's home, health, safety or cleanliness. If you can, also take pictures and/or videos of the problem.
- Always keep copies of all your letters.
- Give your landlord a reasonable time to do the repairs.

If the landlord doesn't respond to your request, call around and get about three written estimates of how much the repairs will cost. Write the landlord again and let the landlord know that you plan to get it fixed yourself and to subtract the cost from your rent. Choose the most reasonably priced company. Remember, you can only use the repair and deduct option if you can pay for the repairs yourself and they cost less than a month's rent.

Before you get the repairs done, take pictures or video and make sure that other people have seen the problem and its effects. You want to have proof that the problem was serious in case you need to go to court. In addition, it would be helpful to ask the repair people to describe the problems in their written estimates or receipts.

When you get the repairs done, get a receipt. Then, when it is time to pay rent, write to your landlord again to tell them that you got the repairs done and how much money you spent. Give your landlord a copy of your receipt and subtract the amount you paid for repairs from your usual rent amount. Pay your landlord the difference for your next month's rent. **Important: only spend the money on the repairs, not on anything else.** The next month you must go back to paying your usual amount.

## Withholding Rent

Withholding rent may be appropriate for you only if:

- you cannot afford to pay for the repairs, and
- your problems are so serious that your home is uninhabitable.

But be careful, withholding the rent is often not the most appropriate choice and many courts do not look favorably on it. While you are withholding rent you should be looking for another place to live, because the landlord may then try to evict you for nonpayment of rent.

Examples of what would **not** be appropriate problems for withholding rent are torn carpeting, leaky faucets, toilets that won't stop running, cracked walls, or a small or minor amount of insects or rodents. Examples of what may be appropriate are no hot water, no heat in the winter, dangerous conditions in the structure of your home, a seriously malfunctioning sewage system, or a serious infestation of rodents or insects.

The safest way to withhold rent to try to get the landlord to improve conditions is to put the rent money into a separate bank account from your other funds. This way, if your landlord tries to evict you or sue you for the money, you can prove to the court that you were not using the money for another purpose.

- The first step in this process would be to write to your landlord to tell them about your problem(s) and ask your landlord to fix it. Do not skip this step— you must tell your landlord in writing, even if you've already told them before about the problem.
- Be detailed about the problem— explain how seriously it affects your family's home, life, health, safety, cleanliness, etc. If you can, also take pictures of the problem.
- Always keep copies of all your letters.
- Give your landlord a reasonable time to do the repairs.
- If no repairs are made, write the landlord again. Tell the landlord that because he has not fixed your problem, your home is uninhabitable and, therefore, you intend to withhold your rent. (There are sample letters starting on page 49).
- Do not spend the rent money. Put the money into a **separate** account. You can ask your local bank how to do this. This way, if your landlord takes you to court and wins a judgment against you for nonpayment of rent, you will have the money to pay it back.

## Move out

If a landlord does not provide certain things for you that cause a serious problem, such as a working sewer system, heat in cold weather, or drinkable water, the landlord may be violating the "warranty of habitability." In these situations, you have the right to end your lease and move out.

- Do not just leave. If you plan to move out, you should first write to your landlord to briefly explain the problems. Ask that the problems be fixed within a reasonable period of time. Try to be brief, but include some details of the problem. For example,
  - ▶ "Since the neighbor moved out two months ago, we have seen an infestation of cockroaches. We have asked you to call an exterminator, but you have not done so. My child's doctor says this may be what is making her asthma worse."
  - ▶ "None of the radiators are working on the second floor. Because of that it is very cold and uncomfortable. We are afraid the pipes will freeze."
- Set a reasonable deadline for the repair. Keep a copy of your letter. (There are sample letters starting on page 49).

If the landlord does not fix the problems within a reasonable time, plan your move.

When you know when you will be moving out, write to your landlord again to tell him that he has violated the warranty of habitability because the landlord did not fix these problems and, as a result, you are moving out. You may also want to request your security deposit back and some back rent for the time the conditions were bad.

Send or deliver the letter when you know you are moving out. Always take pictures to show that you have not left behind trash or damaged the home. Also take pictures of the conditions you complained about, if possible.

## **Lawsuit for damages**

Suing for damages may be a good solution for you if you've already spent your own money to get things repaired, or if you're moving out and think you deserve some rent back because the home had serious problems. You can sue whether you are staying in the home or moving out, although it's usually difficult while you are still a tenant.

Before bringing this kind of lawsuit, you should make sure that you've notified the landlord of the problems in writing, and given a reasonable chance to make the repairs. You may also bring the complaint as a "cross complaint" if the landlord files for eviction.

Pennsylvania's "small claims court" is the Magisterial District Court and cases are heard by the Magisterial District Judge (MDJ). MDJs hear landlord tenant cases and civil complaints. There are standard "complaint forms" available at the local office or on the Administrative Office of Pennsylvania Courts (AOPC) website at [www.pacourts.us](http://www.pacourts.us).

In this complaint, you can ask for money damages. For example, you can ask for the amount of money you've spent to repair the problem or to make your place more livable. You might want to ask for a refund for part or all of the rent you paid during the time period when the problem made your home uninhabitable. If your utility bills were unusually high because of the problem, you could ask that the landlord be charged the difference.

If your property was damaged or destroyed because of the bad conditions (spoiled food, damaged clothing, or furniture), include the reasonable value of the items in your complaint. You would have to show that the landlord knew about the need for the repair and failed to take necessary action.

You will have to bring evidence, such as photographs. It is best if you print out pictures that are on your cellphone or camera. It would also be helpful for other people who have seen the bad conditions to come to your hearing and testify for you. If the local Code Enforcement inspector ordered repairs and the landlord failed to comply, ask the inspector to testify at the hearing and bring any notices sent to you and the landlord. If they need a subpoena, the MDJ can issue one upon request of a party to the lawsuit.

You will need to prove that these problems were your landlord's fault or responsibility and that the landlord didn't fix the problems within a reasonable time after you told the landlord about them. Bring to court all receipts for your expenses, back rent, utility bills, and for anything else you are asking the MDJ to reimburse you for having to deal with this problem.

## **Court order - specific performance**

“Specific performance,” in these situations, means getting a court to order a landlord to make necessary repairs to an apartment. This sounds like a great solution, but unfortunately it’s very difficult to get a court to look over a landlord’s shoulder and make sure he does something he may not want to do. As a result, courts will most often choose not to do this. Specific performance is something that must be ordered by a Common Pleas Court, not the Magisterial District Judge. As a result, you should contact a lawyer if you have questions about whether this is possible in your case.

## **Combination of remedies**

Any one of the previous remedies, by itself, may not be totally suitable for you. Your situation may allow you to use a combination of different remedies.

Suppose, for example, that for the past 2 months you have paid the full rent but you have not had hot water. You have told the landlord about it, but he has not made the repairs in a reasonable length of time. In the meantime, you have found another place to live and plan to move there next month. What can you do? You may choose to:

- request that a part of the past 2 months’ rent be returned to you;
- pay your landlord a reduced amount of this month’s rent; and
- move out next month without being responsible for future rent to your present landlord.

You should be aware that none of these options are perfect or easy winners. Any of them could cause your landlord to try to evict you before your next home is ready. However, if your landlord is truly not providing you with safe, sanitary conditions, it is unlawful to evict you for complaining to Code Enforcement or seeking necessary repairs.

# **Moving out of your apartment or house**

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## **Giving notice**

As the end of the lease approaches, you need to discuss the renewal or termination of the lease with your landlord. If you want to move out of your apartment or house, you need to give notice to your landlord. Check your lease to see how much notice is needed and how it must be delivered. Your notice to the landlord should be in writing and sent by certified mail or delivered in person.

## Moving out

Follow the moving out procedures in your lease to make sure that your responsibilities for the apartment are finished before you leave.

- Give your landlord - in writing - your new address or a forwarding address for receiving mail.
- Remove all your belongings and trash.
- Clean the apartment. Arrange to turn off or transfer the utilities that are in your name.
- Return the apartment to the way it was when you moved in.
- Walk through the apartment with the landlord and review the checklist and photos of when you moved in. Have the landlord sign the checklist.
- Take new photos if there have been changes.
- Lock all doors and windows. Then return your keys to the landlord.

# Your security deposit

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## Purpose

The security deposit is the money you give the landlord when first renting the apartment or house. It is intended to cover damages that might be caused by the tenant during the term of the lease.

## Amount of your deposit

In Pennsylvania, the security deposit can be up to 2 months' rent in the first year. The amount of the security deposit paid to the landlord should be written on the lease, and you should get a receipt for the security deposit for your records. If you paid more than one month's rent deposit when you moved in, the amount over one month's rent must be returned at the end of the first year. **Never give your landlord money without getting a receipt! Don't pay the full security deposit until you have signed the lease and are getting the keys!**

## Bank account and interest

If the security deposit is over \$100, your landlord must put it in a bank account after the second year, where it will earn interest, and give you written notice of the name and address of the bank and the amount of the deposit. The landlord can keep the first 1% of the interest. The remaining interest must be paid to the tenant on an annual basis or whenever the security deposit is refunded (whichever comes first).

## No deposit for assistance animals

Fair housing laws allow a person with a disability to request reasonable accommodations of rules and regulations to allow equal enjoyment of housing. This includes a request to have an assistance animal. An assistance animal is a service animal or emotional support animal for an individual with a disability. You can ask that the extra pet rent or security deposit be waived as a reasonable accommodation request.

You may need a letter from a doctor, therapist or caseworker saying your animal is an emotional support animal. The letter should explain that you have a disability and how the animal will assist you. A note from a doctor or therapist is helpful, but there is no need to provide medical records or a training certificate for the animal. The landlord should allow the assistance animal if the request is reasonable and will not impose an undue hardship. The landlord may not charge a “pet deposit” or additional fee, such as “pet rent.”

## Getting your deposit back

You are moving out of the rental unit at the end of the lease and want to get your full security deposit returned. Your rent must be current when you move out. You must give the landlord a forwarding address in writing and surrender possession of the unit. This usually means returning your keys to the landlord or manager, although sometimes they ask you to leave the keys in the unit. Some will agree to a walk through inspection at move-out and you may want to use a checklist to confirm the conditions of the property upon move-out.

The landlord must take action within thirty days of date of tenant’s surrender of possession as long as they have the tenant’s forwarding address:

- return the full security deposit, or
- give the tenant an itemized list of damages and return whatever security deposit is left after damages.

If you fail to give the landlord your new address in writing, the landlord is not responsible for returning the deposit within thirty (30) days. If the itemized list of damages is not given in writing, the landlord gives up his right to sue the tenant for damages to the unit.

## Suing for your deposit

Pennsylvania law allows tenants to sue for damages if the landlord improperly refuses to return all or part of the security deposit. You can sue your landlord in the Magisterial District Court for the area where your apartment is located. If you are unsure which MDJ has jurisdiction, check with the County Court Administrator for the Court of Common Pleas or look for a map on their website.

The MDJ office has complaint forms to fill out with simple instructions and there are forms available online. You will have to pay the filing costs unless you have limited income and assets, in which case you can ask the court to waive the filing fees. To request a waiver of the fees, you need to fill out an IFP (in forma pauperis) application. If you do pay the fees

and win your case, these costs will usually be added to the judgment amount.

**The tenant may sue for double the amount of the security deposit if the landlord does not send the list of itemized damages or return the deposit within (30) days.**

The 30 days starts when the landlord receives notice of the forwarding address and possession of the apartment, whichever is later. If this is the case, be sure to say that you are asking for double the deposit in the complaint.

The MDJ will schedule the hearing, give you a copy of your complaint, and serve a copy on your landlord.

***Bring the following with you to the hearing:***

- 1) all rent receipts (or canceled checks or money order stubs) or proof that there was no balance owed at the end of the lease,
- 2) receipt for the security deposit, canceled check or lease agreement,
- 3) checklist or pictures when you moved in, if available and pictures when you moved out,
- 4) witnesses who saw you pay the deposit and/or who know the condition of your apartment when you moved in and moved out, and
- 6) a copy of the letter, email or text message that you sent to the landlord, giving your forwarding address.

***At the hearing, you will have to prove that:***

- 1) your rent was current,
- 2) you paid a security deposit,
- 3) you did not cause any damages and left the unit in the condition it was in when you moved in, minus normal wear and tear, and
- 4) you gave your landlord written notice of your forwarding address.

It is always a good idea to talk to a lawyer before suing for your security deposit. A lawyer can help you decide if you have a good case. If either side disagrees with the decision of the MDJ, they have 30 days to appeal to the Court of Common Pleas in that county. The procedure in the Common Pleas Court is more formal and more difficult for those without lawyers (pro se). If you win and the other side appeals, you may need to retain an attorney or get additional advice to proceed on your own.

A landlord who routinely refuses to return deposits or itemizes damages that are not true may be committing consumer fraud. The Unfair Trade Practices and Consumer Protection Law (UTPCPL) provides protections and gives the Pennsylvania Attorney General and consumers the right to sue for damages. This can include up to three times the actual damages and attorney fees.

# The eviction process

The eviction process is the only **legal** means by which a landlord can get a tenant to leave their home. Landlords usually file eviction actions because of a violation of the lease terms, such as non-payment of rent or damage done by tenants.

## Notice to Quit

Generally, an eviction process starts when the landlord serves the tenant a written eviction notice, called a Notice to Quit, stating that the landlord wants the tenant to leave the apartment or home.

These notices usually give the tenant between 10 and 30 days to leave the home. Some leases will waive a tenant's right to this notice, but such a waiver may not be enforceable if it is not clear and in plain language. Review your lease to find if there is a clause about notices required for eviction.

<b>IF YOU ARE BEING EVICTED FOR:</b>	<b>THE NOTICE MUST GIVE YOU:</b>
<b>Nonpayment of rent:</b>	10 days
<b>Certain drug-related criminal activity in or near your apartment by you, household members or guests</b>	10 days
<b>Breach of lease other than nonpayment of rent</b>	15 days
<b>End of lease (one year or less)</b>	15 days
<b>End of lease (more than one year)</b>	30 days
<b>MANUFACTURED HOME PARK TENANT</b>	
<b>Failure to pay between April 1 and August 1</b>	15 days
<b>Failure to pay between September 1 and March 31</b>	30 days

# Frequently asked questions about eviction

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The following are common occurrences and questions that may come after receiving an eviction notice or after a MDJ's decision.

## **My landlord has threatened to lock me out. Can the landlord do so?**

The landlord is not allowed to lock you out of your apartment even if you are behind in your rent. The landlord must follow the eviction procedure in this booklet if the landlord wants you to vacate the apartment or house. The landlord also cannot turn off services to the apartment (for example, water, electricity, or heat). If your landlord has threatened to lock you out, you should carry a copy of your lease with you, if you have one, or copies of any current utility bills as evidence that you live in the apartment or home. If your landlord does lock you out or turn off services, contact NPLS or a private attorney immediately for assistance. You may also wish to contact the local police department, as they will sometimes intervene with the landlord to get you back into the apartment at once.

## **It's wintertime, so I can't be evicted. Is that right?**

Wrong. The eviction process is the same in summer and winter. The only exception is for Manufactured Homes, where the park owner must give a 30 day Notice to Quit for non-payment of rent from September through March.

## **If I pay everything I owe, can I stop the eviction?**

If the only reason you are being evicted is non-payment of rent, you should request that the MDJ enter a judgment of "Possession Granted if Money Judgment Not Satisfied." This is also called "pay and stay" judgment. If you pay everything you owe on the judgment, including the court costs, to the landlord or to the constable before the lock-out, you will stop the eviction. But you will lose the right to pay and stay after the constable changes the locks.

## **I do not have anywhere to go. What should I do?**

You need to find a place for both you and your belongings. You should not leave your possessions behind. Your landlord must safeguard your possessions, but only for a limited amount of time following an eviction and you can be charged a storage fee. However, a landlord cannot hold your possessions until you pay the rent you owe. If you cannot find a new place to live, then contact family or friends. You should also contact local shelters, although they may have waiting lists or other limitations on staying there.

## **What if my landlord is evicting me for something related to my disability?**

You should ask for a reasonable accommodation of your disability if your landlord is evicting because of your disability. An example would be if your landlord is evicting you for behavior while you weren't getting treatment. Your request would be to ask your landlord to stop the eviction and give you time to get treatment that will help your behavior. Another

example would be if your landlord is evicting you for housekeeping violations and you cannot clean because of a disability. You could ask your landlord to stop the eviction and give you time to find someone to help you clean.

<b>Landlord-Tenant eviction process &amp; time table for legal proceedings</b>	
MDJ schedules hearing	7-15 days after landlord files complaint
MDJ will enter judgment at conclusion of the hearing or within	3 days
Order of Possession is obtained by the landlord	After the 10th day following judgment
Office executing the 10 days order of possession can evict the occupants if they remain on the premises more than	10 days after service of order
Appeal to Court of Common Pleas If judgment affects delivery of possession of residential property, appeal within	10 days after judgment
If judgment is for money, or possession of non-residential property, appeal within	30 days after judgment

## The Magisterial District Judge eviction process

A Magisterial District Judge (MDJ) is a locally elected official who can decide small civil lawsuits such as landlord-tenant matters. MDJs are also called magistrates or district judges.

### When will the MDJ schedule the hearing?

The landlord or tenant can file a civil complaint with the MDJ. The landlord may file a landlord-tenant action if the landlord is seeking eviction of the tenant and possession of the property. The tenant will receive notification of the complaint and will be given a hearing date within 7 to 15 days of the filing date.

### Should I go to the hearing?

Yes! If you don't go to the hearing, the MDJ will decide in favor of the landlord. The hearing gives you a chance to present your "defense" or "cross-complaint" against the landlord. You should go even if you made an agreement with your landlord, unless you confirm with the MDJ that the hearing was canceled. If you cannot go on the scheduled date of the hearing, call the MDJ and ask if the hearing can be rescheduled. The MDJ may grant your request, but only if the landlord agrees or you have a good reason.

### Do I need an attorney?

No. Lawyers are not required during the hearing although it may be to your benefit to have a lawyer present at the hearing.

**What happens at the hearing?**

The MDJ calls the hearing to order.

The party filing the complaint, or plaintiff (landlord in an eviction case), presents evidence and testimony and can bring additional witnesses. After each witness, the defendant (tenant in an eviction case) is given the opportunity to question the witness. The landlord must prove there was a lease and a violation of the lease.

The tenant presents evidence and witnesses in their defense and presents any evidence or witnesses for cross-complaints. After each of the tenant's witnesses, the landlord is given the opportunity to question the witness.

The MDJ listens to all the evidence both parties have to present and makes a decision. The MDJ could make a ruling that day or may take several days to make a decision, which each party receives in the mail.

The MDJ is in charge of the hearing and must be treated with respect. If the MDJ interrupts to ask a question or give a ruling, listen carefully and respond if the questions are directed to you. Do not interrupt the MDJ, or be rude or uncooperative.

**What is a “defense”?**

A defense is your reason(s) why the landlord should not be allowed to evict you. Some common defenses are that the landlord did not allow you enough, or any, written notice to vacate the apartment, the apartment had many problems due to the landlord's failure to make repairs, or the landlord's reasons for wanting to evict you are untrue.

You should bring any paperwork you have that is relevant to your case. For example, if you are being evicted for non-payment of rent and have a written agreement with the landlord that you could pay in installments, then you should bring that agreement to the hearing. Likewise, if you didn't pay the rent because of poor conditions in the apartment, you can ask that the amount of rent be reduced because of the poor conditions. You should bring pictures of those conditions, copies of the letters you sent to the landlord about the problems and proof that the rent money is in an escrow account. These items will be helpful to the MDJ in making a decision about the case.

**What is a “cross-complaint”?**

You also have the right to file a cross-complaint if you believe the landlord owes you any money. For instance, if your property was damaged because of a water leak or other problems in the apartment, you may have a claim against the landlord for money damages. You must file a cross-complaint before the hearing. You file a cross-complaint at the Magisterial District Court where the landlord's complaint was filed. Although there is no filing fee for such a complaint, you will have to pay to have the complaint served on the opposing party. You can ask the MDJ's office to serve it by certified or registered mail or in person. The fee for service will depend on how it is served.

## How should I prepare for my hearing?

If you have an attorney, the attorney will talk with you about the information or witnesses needed. At the hearing, the attorney will ask questions of the witnesses and cross-examine the landlord. If you do not have an attorney, you should practice saying your side of the case. Make a written outline or checklist to use at the hearing. Be brief and to the point. Be ready to explain each item of evidence, such as photographs or receipts, and when the actions you took occurred. It is important that you arrive on time for the hearing and that you dress appropriately, as you might for a job interview.

## What happens after the hearing?

Within 3 days of the hearing, the MDJ will issue a written decision called a Notice of Judgment. If the judgment is in your favor, the landlord cannot evict you from the apartment. If you filed a cross-complaint, the landlord may owe you money unless an appeal is filed.

If the MDJ finds in favor of the landlord, the judgment will be entered against you. There are three types of judgments that can be issued against a tenant:

- Possession Granted;
- Possession Granted if Money Judgment Not Satisfied by time of eviction; and
- Possession NOT Granted but Money Judgment Awarded;

The Notice of Judgment will show you what type of judgment was issued. Both the landlord and tenant have the right to file an appeal to the Court of Common Pleas. Your appeal rights are discussed in more detail in the section on Appeal of the MDJ judgment.

## Is there any way I can prevent the eviction?

### **Possession granted if money judgment not satisfied (“pay and stay”)**

If a judgment is for **Possession Granted if Money Judgment Not Satisfied** (known as “pay and stay”) and you pay the money owed in full any time prior to the eviction date, you will be able to avoid an eviction and remain in the home. If you pay the landlord in full, including court costs, within 10 days of the judgment, no eviction will be scheduled. If you do not pay within 10 days or file an appeal and pay a bond if required, the landlord may request an Order for Possession. (See Appeal of MDJ’s judgment on page 37). An eviction date will be scheduled ten days after the Order for Possession is posted on your door by a constable. Up to and including that date, you can pay the judgment in full to avoid the eviction.

If you pay before the eviction date, you should make arrangements with the landlord and the constable and keep a receipt for proof of payment. If you plan to pay on the date of the eviction, you will have to pay the constable directly. Make sure you have the money owed in cash. If you try to pay by check, the constable will not take the money and the eviction will proceed as scheduled. If you paid the landlord in full, the landlord should tell the MDJ to have the judgment marked “satisfied.” Call the court to make sure the landlord did this.

### **What happens if the judgment is possession granted, or I can't pay a money judgment against me before the eviction?**

If the judgment is for **Possession Granted**, you will have to leave the home on the scheduled eviction date even if you pay all monies owed in full. In these cases, whether or not you have the money to pay does not make a difference. If you disagree with the decision and want to stay in the apartment, you must file an appeal to the Court of Common Pleas within ten days of the judgment date and post a bond, if required. (See Appeal of MDJ's judgment on page 37).

If you are not planning to appeal, or you can't pay the money judgment before the eviction, you should make plans to move out as soon as possible. If you can't physically be out before the scheduled eviction date, then at least move all your belongings out of the rental unit. Remember, you will only have minutes to vacate when the constable arrives. The fewer things you have to gather, the easier it will be for you to leave. If you cannot remove all of your belongings, you should gather medication, important documents (such as a birth certificate or Social Security card), and anything irreplaceable (such as photos) to take with you before the constable locks the doors. If you leave the home before the scheduled eviction date, make sure you contact the landlord to let them know the apartment will be vacant and return the keys.

### **Order for Possession**

This action can be taken by the landlord to seize your apartment. After the 10-day appeal period has passed, the landlord can file for an Order of Possession. This order requires the tenant to vacate the home within 10 days of the date of service by the constable. Service will be either by hand delivery or by posting on your door if nobody is home to receive the notice. If you do not vacate, the constable will come to the home with the landlord on the 11th day and forcibly evict you, locking the apartment. If the constable comes to evict, he will only give you about 15 minutes to get out of the apartment with any belongings you can carry.

### **I didn't get all my stuff out before the constable evicted me. What can I do to get it back?**

It is a good idea to tell your landlord, in writing, that you still want the property that you left behind and when you would like to come back and get it, because most landlords believe they can throw your property away after you're evicted, but they are wrong.

The law requires the landlord to send you a notice, giving you 10 days (from the date the notice is mailed to you) to either get your property or ask the landlord to store it. The landlord is only required to store the property if you request it within 10 days and only for 30 days from the date they sent the notice. The landlord is required to mail this notice to the address that you were evicted from and any new address you may have given them.

### **What happens if the landlord gets an order for possession but a constable never comes to evict me?**

Sometimes, a landlord will get an Order for Possession against a tenant, but because the parties reach an agreement, the eviction is postponed or canceled. If you receive a

judgment against you and then work out a payment arrangement with the landlord, you should make sure the payment agreement is in writing and that the landlord agrees to withdraw the order for possession.

A landlord may request the re-issuance of an Order for Possession. The request generally must be made within 120 days of the judgment date. After that time, the landlord may collect upon any unpaid money judgment, but would have to file a new complaint to evict the tenant.

## **Appeal of the MDJ's judgment – staying in rental unit**

If you want to appeal a judgment and remain in the unit, you must do so within 10 days of the judgment date. All appeals must be filed in the Clerk of Court's (also called the Prothonotary) office in the county courthouse on forms you can get from the Clerk's office and online at the Administrative Office of Pennsylvania Courts (AOPC) website.

There is a filing fee for filing an appeal, which can be waived if you have limited income and no money to pay the fee. To request a waiver of the fees, you need to fill out an IFP (in forma pauperis) application. Your petition must be approved by a judge of the Court of Common Pleas. The Clerk's office will be able to tell you the local procedure. If you do pay the fees and win your case, these costs will usually be added to the judgment amount.

**If you follow the correct procedures, you will be granted a supersedeas, which allows you to remain in your apartment during the appeal.** What you have to do in order to receive the supersedeas depends upon your income.

- If your income is **above** the Federal Poverty Income Guidelines, you will be required to pay the filing fee as well as a certain amount of money as bond. This bond is either three (3) months' rent, or the judgment amount, whichever is less.
- If your income is **below** the Federal Poverty Guidelines, you will not be required to pay the bond. If you owe rent for the month in which you file the appeal, you are required to pay one-third of the month's rent at the time you appeal and the remaining two-thirds within 20 days. You will be required to sign an affidavit that your income is below the guidelines and disclose your household income and expenses on a form provided by the court. The Clerk's office will have the current guidelines.

In either case, you must continue to pay the rent each month every 30 days from the date of the appeal at the Clerk of Court's office where you filed the appeal. An appeal is a complicated legal action that requires you to file legal papers. If you do not follow the correct procedures, your landlord may be able to proceed with the eviction despite your appeal.

The landlord will be required to file a Complaint within 20 days of service of the appeal. If the landlord does not file a complaint, you may want to get legal advice before sending a ten-day notice of intent to enter a default judgment. If the landlord files a complaint, you will be required to file a response within 20 days. If you do not respond, your landlord can send you a ten-day notice and then get a judgment if you still do not properly respond.

If you **do not** wish to remain in the apartment and want to appeal the money judgment only, you will have 30 days to file an appeal at the local county Court of Common Pleas. This procedure also requires a filing fee but you do not need to post bond. If you plan to file this appeal, you should contact NPLS or a private attorney for advice.

## **What happens if there is a judgment against me?**

A judgment will stay on your record until you pay it in full. It can affect your credit rating, as well as your ability to obtain private or subsidized housing. It is a good idea to pay a judgment as soon as possible to avoid any future problems. If you can't pay the judgment in full, you can arrange a repayment agreement with the landlord.

## **Can the landlord sell my belongings to collect on the judgment?**

If you move out of the property without getting all your possessions, your landlord must safeguard your possessions. But this is only for a limited amount of time following an eviction and you can be charged a storage fee. Most landlords don't want your possessions and want you to move them out with you, so that they can re-rent the property. The landlord cannot hold your possessions hostage until you pay the rent you owe. If they are unreasonable, you may need to pursue legal action for the return of the property in the Court of Common Pleas.

However, if you have a money judgment against you that you do not appeal, the landlord can start collection activity. This includes seeking to sell your belongings to satisfy the judgment. This order can be requested 30 days after the judgment date or any time after that. It can be reissued repeatedly within 5 years of the judgment date.

The constable, or sheriff, will serve you a copy of the order and make a list of your property to be sold (called a "levy"). Once you receive this notice, you are not allowed to sell or dispose of the personal property, as it must be available to satisfy the levy. The constable will then schedule a sale of your property and give you notice of the date.

## **Can I stop the sale of my belongings?**

Yes. You can stop or put off a sale in several ways. You can file an appeal or objection to the levy (sale of your property). You can also file a "Claim for Exemption" at the MDJ's office. The law allows you to keep, as exempt, up to \$300 worth of property, or you can take \$300 in cash from the proceeds of the sale instead. If you think all the property the landlord wants to sell is equal to or less than \$300, the sale will be canceled and there will be a hearing by the MDJ to determine the value of your property. If the MDJ decides your property is worth more than \$300, the sale will be rescheduled. (The exemption is \$300 for an individual; \$600 for a married couple.)

If the property levied on by the constable or sheriff is owned by someone else, or by you and another party, the other party can file a claim for exemption and try to prove to the sheriff that the property should not be sold because it doesn't belong to you.

You can also stop the sale by paying the full amount of the judgment. You should make payment through the constable or MDJ office, not directly to the landlord. If you are

overwhelmed by this and other debts, you may consider filing for bankruptcy. If you are able to file a bankruptcy, it will immediately stop collection of debts, including sheriff sales, levies and collection calls. Bankruptcy may be of limited help in stopping an eviction, if the tenant does not have the rent to pay or has missed appeal deadlines. There are different types of bankruptcy, including a repayment plan (Chapter 13) or a debt elimination (Chapter 7) bankruptcy. Every situation is different, so whether a bankruptcy makes sense depends upon your circumstances. Contact a credit counseling agency, NPLS or a private bankruptcy attorney if you are facing a sheriff or constable sale.

**Can the landlord attach my wages from employment to satisfy the money judgment against me?**

Yes. The landlord can file in court to have your wages attached to pay the judgment. This is a serious action. You must be notified that the landlord has filed a petition to take money directly out of your paycheck to satisfy the judgment. The landlord must follow all applicable state and local rules for wage attachment. The wage attachment may not be for more than 10% of your wages, and the attachment must not cause your income to fall below certain poverty guidelines. If you meet certain low income guidelines, you may be exempt from wage attachment. If you receive notice of a wage attachment, you should call NPLS or a private attorney for advice.

## **Extended Appeal Period for Victims of Domestic Violence**

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If a judgment for possession (eviction) is entered against a tenant with a residential lease, who is a victim of domestic violence, there is an extended appeal period. That tenant may appeal the judgment within 30 days after the date it was entered by filing a notice of appeal with the Prothonotary/Clerk of Court of the Court of Common Pleas, along with a copy of the official “Domestic Violence Affidavit” form. A victim of domestic violence is “a person who has obtained a protection from abuse order against another individual OR can provide other evidence of abuse.” See Pa.R.Civ.P.M.D.J. No. 1001(10); 68 P.S. § 250.513

A tenant who is a victim of domestic violence may file the Affidavit with the Magisterial District Court to stop an eviction, even after an Order for Possession has been issued. The tenant should file the Affidavit with the Magisterial District Court prior to filing an appeal with the Court of Common Pleas. If the Affidavit is filed with the Magisterial District Court, the tenant should attach a copy of the Affidavit to the Notice of Appeal. If the tenant does not file the Domestic Violence Affidavit with the Magisterial District Court or does not appeal to the Court of Common Pleas within 21 days following the entry of the Judgment, the tenant is at risk of eviction. This Domestic Violence Affidavit is not a public record, and it shall not be publicly accessible.

The form is available online at [www.pacourts.us/forms/for-the-public](http://www.pacourts.us/forms/for-the-public)

# Subsidized housing

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There are many different kinds of subsidized housing. If you apply to the local city or county housing authority, you may be eligible for conventional public housing (the Housing Authority is your landlord) or the Housing Choice Voucher Program (formerly called “Section 8”), in which you use a voucher to help you pay rent in a privately owned apartment.

There are also housing developments that are subsidized as long as the tenant remains in the unit, and high-rise buildings that accept senior citizens and/or people who have disabilities. For each of these programs, the tenant’s rent is approximately 30% of the monthly household income, and therefore it is necessary to report **all** income and changes in who lives in the household, called “family composition.”

There are also developments that are built by private developers who received government financial assistance or tax credits. These low income housing tax credit properties may be required to keep rents below fair market value for a long period of time and provide additional services. Tenants may have rights to remain in the unit unless they violate the lease so that the owner has “good cause” for eviction.

For many tenants, having subsidized housing allows them to afford the rent and avoid homelessness. Therefore, it is important to understand the rules and regulations to avoid eviction or loss of the subsidy. A tenant who is evicted from public housing or whose voucher is terminated may be ineligible to reapply for assistance for three to five years.

## Public housing eviction process

You can be evicted from public housing by the housing authority for “good cause.” “Good cause” means serious or repeated violation of the lease, including non-payment of rent. Public housing leases have many rules that are different from private housing, including rules about overnight guests and reporting income changes, so read your lease carefully. You are allowed to have a lawyer or representative present for conferences or hearings with the housing authority.

## Notice of eviction from housing authority

You can be evicted from conventional public housing for non-payment of rent and/or violation of the lease terms. Under the housing regulations, the housing authority must first send you a Notice of Proposed Termination that explains why you are being evicted. The housing authority will deliver the eviction notice to any adult of the household, or send it by mail. Be sure to collect any certified mail right away.

## What should do when I receive an eviction notice?

### Informal settlement conference

You are entitled to appeal the proposed termination by requesting an informal settlement conference with the housing authority. This conference gives you a chance to try to

resolve the problem with the housing authority. Generally, you have 10 days from the date of the Notice of Termination to request the informal conference.

If you receive a Notice of Termination, you should **immediately** submit a written request with the housing authority for an informal settlement conference. Keep a copy of your request. You should call NPLS or a private attorney for assistance.

### **Can I review my file before the informal settlement conference?**

Yes. You have that right and should review all documents and records that are important for your conference. The housing authority must make them available to you. If you want copies of any records in your file, you may have to pay for the copies.

### **What happens after the informal settlement conference?**

You will be notified in writing of the results of the hearing. If you are satisfied with the decision and the problem is resolved, your lease will continue. If you disagree with the decision, you can appeal by requesting a formal hearing.

### **Formal hearing**

You must give a written request for a formal hearing to the main or administrative office of the housing authority, generally within 15 days of the decision of the informal settlement conference. The authority then schedules a formal hearing on the grievance at the earliest possible time.

Your housing manager and witnesses may be present at the hearing. This conference is held before a Hearing Officer who listens to both the tenant and housing authority's positions before making a decision in the matter. It is helpful to have a lawyer present.

### **What happens after the formal hearing?**

The Hearing Officer will send you a written decision within 30 days after the hearing. The housing authority must follow the decision of the Hearing Officer. If the Hearing Officer finds in favor of the housing authority, the eviction process will continue. In these cases, the housing authority will file a landlord/tenant complaint to begin the eviction process with the court. The process will be the same as a tenant in private housing and will start with a complaint before the Magisterial District Judge.

## **Housing Choice Voucher Program – termination of voucher**

A tenant in the Housing Choice Voucher Program receives a voucher to be used with a private landlord. The landlord must agree to accept the tenant and be willing to participate in the program. The housing voucher is rental assistance from the housing authority, which pays part or most of your monthly rent. When choosing a landlord and apartment in this program, take care to choose a place that meets your family's needs and is within the rent and size requirements of your voucher.

With this program, you may lose your housing voucher in two ways:

- 1) you can be physically evicted from your home through an eviction action filed by your landlord for violation of the lease, and/or

2) you can lose your housing subsidy for violation of the housing authority's rules.

A landlord may evict a tenant with a voucher for serious or repeated violations of the lease or other good cause, including nonpayment of the rent, during the first year of the lease. After the first year, either the landlord or tenant may end the lease by giving proper notice to the other party. The notice must be sent to the housing authority and the housing authority then gives the tenant a voucher to move to a new unit.

**If I am evicted from my apartment, can I lose my housing choice voucher?**

Yes. If your landlord evicts you for breach of the lease, you will most likely lose your housing subsidy. Appeal the MDJ decision to the Court of Common Pleas if you disagree with the decision. The housing authority should be sent copies of any actions filed in court. If the action results in eviction, you will be sent a written notice that the housing assistance is terminated. Once your housing assistance is terminated, you are no longer eligible for a voucher or any other assistance from the housing authority.

Sometimes, you can work out a resolution with the housing authority to keep your voucher, especially if the landlord has failed to follow with proper procedure. If you receive an eviction notice from your landlord, you should call NPLS or a private attorney for assistance as soon as possible.

**If the landlord files an eviction action against me, can the housing authority immediately stop making payments or refuse to issue a new voucher to move?**

No. A landlord's decision to evict is not grounds to end your eligibility or stop making the rental payments. The housing authority must continue to pay their portion of the rent until you are evicted and the housing authority terminates your voucher.

**What happens if the housing authority wants to terminate my housing choice voucher?**

If you do not follow the housing authority's rules, they may take action to terminate your subsidy. You will receive notice of this proposed action in the mail. Your subsidy could be terminated for one of the following reasons:

- You committed fraud, by failing to report your correct income or family composition.
- You, your family, or guests are involved in drug or criminal activity.
- You did not pay a current debt owed to the housing authority as part of an agreement.
- You violated an important rule of the program, such as failing to submit information for re-certification.

You have the right to appeal this action by requesting an informal hearing. The subsidy continues until after the hearing and a decision is made. If the subsidy is terminated and you wish to remain in the unit (and your landlord allows it), you will be responsible to pay the full amount of the rent.

## **If you are a survivor of domestic violence**

The Violence Against Women Act (VAWA) protects tenants in public housing, tenants in subsidized housing (including project-based Section 8 housing and Low-Income Housing Tax Credit housing), and tenants with Housing Choice Vouchers from being evicted or terminated from the Housing Choice Voucher program due to domestic violence. For example, a tenant cannot be evicted from public housing because of criminal activity in the housing unit if the criminal activity was domestic violence and the tenant was the victim. Your abuser, however, can be evicted from public housing. If you have a Housing Choice Voucher and you move out of your apartment before your lease ends to escape your abuser, you should not lose your voucher.

VAWA also covers survivors of dating violence, sexual assault and stalking. Despite its name, VAWA covers survivors of any sex; gender identity or sexual orientation. Applicants for public housing, subsidized housing and the Housing Choice Voucher program cannot be denied due to domestic violence. The housing authority cannot deny your application for public housing based on a negative landlord reference claiming damage in your previous apartment if you can show that your abuser damaged the apartment, not you.

## **If you do not speak or read English**

Housing authorities or landlords receiving money from the federal government must provide “meaningful access” to people with Limited English Proficiency (LEP). Meaningful access can include the housing authority or landlord paying for an interpreter for meeting with you or having leases and notices translated into a language you read. This is required by Title VI of the Civil Right Act of 1964.

## **If you have a hearing or vision impairment**

If you ask for a reasonable accommodation, the housing authority or landlord receiving money from the federal government should provide an American Sign Language (ASL) interpreter or provide important notices in large print or braille. This is required by Section 504 of the Rehabilitation Act of 1973.

# **Manufactured Home Communities**

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The following information applies to owners of manufactured homes, also known as mobile homes or trailers, who are renting lots, not to renters of mobile homes. If you are renting a mobile home from the owner or not living in a community, then the landlord tenant rules apply. But because manufactured homes are usually a much more significant investment, there are special rights to help avoid loss of the property.

Please note that Pennsylvania changed the name of the law to the Manufactured Home Community Rights Act in 2012. We will use that term and refer to the owner or manager as the community operator.

## Community rules and regulations

The community operator of the manufactured home community (where there is space for at least three manufactured homes), may set out reasonable rules and regulations for the park, but these rules must be written into your lease and given to you. If you do not have a written lease, the owner must give you a copy of the rules. The owner must also post the rules in plain view.

## Evictions

You can only be evicted from a manufactured home community for the following reasons:

- Non-payment of rent;
- Violating the rules of the community more than once in a six-month period;
- If the community closes; or
- If the community changes its use.

You cannot be forced to move without written notice and a court hearing. The notice must state the reasons why you are being asked to move. If you are being evicted for non-payment of rent, a community operator must give you a 30-day eviction notice (20 days' notice between April 1 and August 31) before eviction proceedings can be started against you.

If your lease is for a year or more, you are entitled to 30 days' notice, if you are being evicted for a breach of the lease. If your lease is for less than one year, and you are being evicted for these reasons, you are entitled to 15 days' notice.

If you are being evicted for violating the community rules or the lease, the notice must state exactly what you did to violate the rules. If you only violate the rules once, you cannot be evicted, but you can be evicted for a second violation if the owner gives you the proper notice and enforces the rules against others in the community.

## Other facts for manufactured home community residents

You are allowed to buy goods or services from whomever you choose, and the community operator cannot stop you from doing so. The community operator cannot prevent you from selling your manufactured home, and cannot claim any fee for the sale of the home unless you agree. The community operator cannot charge you a fee for overnight visitors or guests visiting your manufactured home.

The community park residents are entitled to notice if the park owners sell the property or they intend to close the property. They must pay relocation expenses to homeowners if they are closing the park. Residents may seek to buy the park and the community owner must negotiate in good faith with them. The Pennsylvania Attorney General's office has authority to enforce the statute and residents have a right to sue the community owner in court.

# **Sale or foreclosure of the rental property**

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## **What if my landlord sells the building where I live?**

When the owner sells the building, the new owner takes the property subject to the existing lease. The new owner must get the information about the tenants from the prior owners, including their rental payment history, security deposits and copies of lease agreements. You can make the new owner follow the lease, just as you must continue to abide by the lease.

## **What if I find out that the landlord is in foreclosure?**

You may find out that your landlord is in foreclosure or behind on taxes, by seeing a notice posted by the sheriff or delivered to the tenants. Pennsylvania law requires a bank foreclosing on a property to send certain notices to the property owner and then to file a mortgage foreclosure action in the Court of Common Pleas.

That process can take many months or sometimes years. The owner will not lose the property until there has been a sheriff sale or tax sale. You will still owe rent while the property is in foreclosure, but make sure the owner is still taking responsibility for the property, making repairs and paying utilities.

If the property sells at the sheriff sale, the purchaser at the sheriff sale may demand that you vacate the residence. Under the Protecting Tenants at Foreclosure Act (PTFA), the new owner of the property is required to honor the tenant's lease. If, however, the new owner plans to occupy the property as their primary residence, or the tenant does not have a written lease, or the lease is month-to-month, the new owner is required to serve a 90-day notice to vacate the premises before an eviction action can be filed. In some cases, properties with HUD-owned mortgages may offer a tenant the opportunity to apply to rent the property at fair market value.

The new owner must file a legal action to take over the property. Sometimes, they will offer a small amount of money for moving costs if you move immediately. Because they are not your landlord, they cannot file a complaint at the MDJ. They must file in the county Court of Common Pleas an action in Ejectment. This process can take several months and you may be able to negotiate with the new owner for an agreeable move out date.

# Inspection Checklists

**NOTE:** Make a list of all items that need to be fixed and request landlord to repair them before signing the lease and moving in. Check to make sure all items work properly, such as sinks, toilets, outlets, lights, appliances, locks, furnace and air conditioner. This will help to prevent problems with the landlord.

<b>Kitchen (check for)</b>	<b>Excellent</b>	<b>Shows Wear</b>	<b>Needs Repair</b>
Ceiling (Cracks, Peeling Paint, Holes)			
Walls (Cracks, Peeling Paint, Holes)			
Floors (Cracks, Holes, Uneven)			
Windows (Broken/Cracked Glass & Frame)			
Storm Windows?			
Outlets (Working?, How many?)			
Light Fixtures (Working?)			
Heating Vents (Working?)			
Stove (Gas/Electric, Works?, Clean?)			
Refrigerator and Freezer (Frost-Free, Works?, Clean?, Age of?)			
Sink/Faucet (Works?, Leaks/Pressure)			
Cabinets (Functional)			
Dishwasher (Working?)			
Garbage Disposal (Working?)			

<b>Bathroom (check for)</b>	<b>Excellent</b>	<b>Shows Wear</b>	<b>Needs Repair</b>
Ceiling (Cracks, Peeling Paint, Holes)			
Walls (Cracks, Peeling Paint, Holes)			
Floors (Cracks, Holes, Uneven)			
Windows (Broken/Cracked Glass & Frame)			
Outlets (Working?, How many?)			
Light Fixtures (Working?)			
Heating Vents (Working?)			
Toilet (Working?, Leaks?)			
Shower/Bathtub (Works, Cracks, Peeling Paint)			
Sink/Faucet (Works?, Leaks/Pressure)			
Exhaust Fan (Works?, Clean?)			

<b>Living Room (check for)</b>	<b>Excellent</b>	<b>Shows Wear</b>	<b>Needs Repair</b>
Ceiling (Cracks, Peeling Paint, Holes)			
Walls (Cracks, Peeling Paint, Holes)			
Floors (Cracks, Holes, Uneven)			
Windows (Broken/Cracked Glass & Frame)			
Outlets (Working?, How many?)			
Light Fixtures (Working?)			
Heating Vents (Working?)			

<b>Bedroom 1 (check for)</b>	<b>Excellent</b>	<b>Shows Wear</b>	<b>Needs Repair</b>
Ceiling (Cracks, Peeling Paint, Holes)			
Walls (Cracks, Peeling Paint, Holes)			
Floors (Cracks, Holes, Uneven)			
Windows (Broken/Cracked Glass & Frame)			
Outlets (Working?, How many?)			
Light Fixtures (Working?)			
Heating Vents (Working?)			
Closet Space (Large enough?)			

<b>Bedroom 2 (check for)</b>	<b>Excellent</b>	<b>Shows Wear</b>	<b>Needs Repair</b>
Ceiling (Cracks, Peeling Paint, Holes)			
Walls (Cracks, Peeling Paint, Holes)			
Floors (Cracks, Holes, Uneven)			
Windows (Broken/Cracked Glass & Frame)			
Outlets (Working?, How many?)			
Light Fixtures (Working?)			
Heating Vents (Working?)			
Closet Space (Large enough?)			

<b>Other rooms (check for)</b>	<b>Excellent</b>	<b>Shows Wear</b>	<b>Needs Repair</b>
Ceiling (Cracks, Peeling Paint, Holes)			
Walls (Cracks, Peeling Paint, Holes)			
Floors (Cracks, Holes, Uneven)			
Windows (Broken/Cracked Glass & Frame)			
Outlets (Working?, How many?)			
Light Fixtures (Working?)			
Heating Vents (Working?)			
Closet Space (Large enough?)			

General / Other (check for)	Excellent	Shows Wear	Needs Repair
Attic (Lighting, Insulation)			
Storage Space (Large enough?)			
Furnace (Working Gas/Oil, Age of?)			
Water Heater (Working, Age of?)			
Washer & Dryer (Working, Age of?)			
Thermostat (Working?, Access to?)			
Yard/Play Area (Large enough?)			
Fireplace (Functional?)			

Utilities and other services - who pays? L = Landlord T = Tenant					
	Electricity		Phone		Air Conditioning
	Water		Cable TV		Recycling
	Gas		Garbage		Snow Removal
	Heat		Sewer		Pest Control

Security and Safety (check for)					
	Electrical Wiring (Frayed wires?)		Circuit Breaker (Access to?)		Parking Lot/ On-Street Parking
	Smoke Detector(s)		Fire Extinguishers		Fire Escape
	Door Locks		Locked Windows		Lighting (Outside)
	Individual Utility Meters		Exit Signs		Pest Control

# Sample Letters

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## First request for repairs to landlord

March 11, 2019

**[Mr. or Ms. and your landlord's name and address]**

Mr. John Smith  
250 Main Street  
Anytown, PA 19999

Dear Mr. Smith:

**[Say who you are]** We are your tenants at the Low Rise Apartments on Broad Street, under a lease agreement dated November 20, 2014.

**[Tell what your problem is]** We are having a problem with our toilet and sewer system. Every time we flush the toilet, raw sewage backs up into our sinks and the bathtub. It's really unhealthy and unsanitary, especially since we have an 8-month-old infant. We request that you fix the problem by March 20, 2019.

Sincerely,

**[Your (tenant's) name and address]**

Susan and Fred Jones  
150 Broad Street, Apt 15  
Anytown, PA 19999  
555-555-5555

## Move out letter after landlord fails to make critical repairs

March 21, 2019

**[Mr. or Ms. and your landlord's name and address]**

Mr. John Smith  
250 Main Street  
Anytown, PA 19999

Dear Mr. Smith:

**[Say who you are]** We are your tenants at the Low Rise Apartments on Broad Street, under a lease agreement dated November 20, 2014.

**[Tell again what your problem is]** On March 11, 2019, we wrote to you to tell you that our toilet and sewer system wasn't working right, and asked you to fix it by March 20, 2019. We told you that waste was backing up into the sinks and the bathtub of our apartment, which made the apartment very unhealthy and unsanitary.

**[Say that he has not fixed the problem and say what you plan to do]** Despite our letter requesting you fix this problem, you have not repaired this problem. By not fixing it, you have broken the lease. We cannot continue to live in this apartment with this terrible situation, and are therefore ending our lease agreement, and leaving the apartment as of today, March 21, 2019.

Last, we request return of our security deposit of \$550 which we gave you at the beginning of the lease. We are also asking for the interest which has accrued from the security deposit. The total refund due to us is \$550 plus the amount of interest earned from the security deposit. Our forwarding address is: Susan and Fred Jones, 500 Pleasant Blvd. Niceplace, PA 29999.

Thank you for your attention and response to this request.

Sincerely,

**[Your (tenant's) name and address]**

Susan and Fred Jones  
150 Broad Street, Apt 15  
Anytown, PA 19999

## Letter to landlord when tenant does repairs

March 27, 2019

**[Mr. or Ms. and your landlord's name and address]**

Mr. John Smith  
Sunnydale Apartments  
250 Main Street  
Anytown, PA 19999

Dear Mr. Smith:

**[Say who you are]** We are tenants at Sunnydale Apartments on Maple Street, under a lease agreement dated February 1, 2019.

**[Describe your problem]** Since March 18, 2019 our apartment has had a very serious cockroach problem. The problem is so bad that we can't keep much food in the apartment. Roaches even get into the refrigerator. The cockroaches are everywhere, including our beds. As a result, the apartment is disgusting to live in or sleep in.

**[Say that the he has not fixed the problem]** We wrote to you about this problem on March 20 and asked you to take care of this problem by March 27, while we were on vacation. Despite this, you have not taken care of the problem.

**[Tell what you plan to do]** This letter is notice to you that we plan to correct this roach problem ourselves. If you do not correct this problem by March 31, 2019, we are going to hire an exterminator to get rid of the roaches, and we will deduct the costs from our next rent payment.

Thank you for your cooperation.

Sincerely,

**[Your (tenant's) name and address]**

Christine and Tom Miller  
250 Main Street, Apt 25  
Anytown, PA 19999

## Letter to your landlord when doing repairs on your own, cost estimates and bill

April 1, 2019

**[Mr. or Ms. and your landlord's name and address]**

Mr. John Smith  
Sunnydale Apartments  
250 Main Street  
Anytown, PA 19999

Dear Mr. Smith:

**[Say who you are]** We are tenants at Sunnydale Apartments on Maple Street, under a lease agreement dated February 1, 2019.

**[Say that the he has not fixed the problem]** On March 20 and 22, 2019 we told you in writing that there was a very serious cockroach problem in our apartment, which makes the place unsanitary and disgusting. You even saw how bad the situation is and yet you did nothing, nor did you contact us, which is a breach of the lease.

**[Tell what you have done and how much it will cost]** On March 31, 2019, we called three local exterminators and asked for estimates of the cost to exterminate our apartment. We have enclosed copies of these estimates. On April 1, 2019 we hired RoachBusters, the lowest priced company, to come to our apartment and exterminate. The cost of this service was \$50. A copy of the paid receipt is enclosed.

**[Say that you are subtracting this cost form the rent]** This letter is notice to you that we have paid the costs of the extermination, and we are subtracting that amount from the April rent. Therefore, we are paying you \$400 for this month, which equals the difference between our monthly rent and the cost of extermination.

Sincerely,

**[Your (tenant's) name and address]**

Christine and Tom Miller  
250 Main Street, Apt 25  
Anytown, PA 19999

## Letter to landlord when withholding rent/escrow account

April 23, 2019

**[Mr. or Ms. and your landlord's name and address]**

Ms. Julie Johnson  
Pleasant View Apartments  
555 Roosevelt Street  
Anytown, PA 19999

Dear Ms. Johnson:

**[Say who you are]** We are your tenants at the Pleasant View Apartments at 555 Roosevelt Street, Apt. 22, under a lease agreement dated April 1, 2019.

**[Tell what your problem is]** This letter is to follow up on our April 16, 2019 letter to you asking for your immediate attention to the lack of hot water in our apartment. Since April 13, 2019 we have been unable to use the apartment because the broken hot water heater did not allow us to use the bath or wash our dishes, cooking utensils and clothing.

**[Say that the problem has not been fixed and the apartment is uninhabitable]** You have an obligation as the landlord to provide us an apartment with hot water. By not repairing the defective hot water heater you have broken the lease.

**[Tell what you are going to do]** Therefore, we are not going to pay the rent for the month of May, 2019 because of your failure to repair the hot water heater. We have the money for rent and request that you meet us at (name of bank) on (insert date) to sign the paperwork necessary to set up an escrow account as recommended by our lawyer.

Sincerely,

**[Your (tenant's) name and address]**

Tammy and Joe Thompson  
555 Roosevelt Street, Apt 22  
Anytown, PA 19999

## Request for Reasonable Accommodation

Date \_\_\_\_\_

Landlord's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Dear \_\_\_\_\_:

I am your tenant at \_\_\_\_\_. I qualify as a disabled person according to the Fair Housing Act and the Pennsylvania Human Relations Act.

I am requesting a reasonable accommodation in order to have an equal opportunity to use and enjoy my apartment. I believe the reasonable accommodation will \_\_\_\_\_. Housing providers are required to make "reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford [a disabled] person equal opportunity to use and enjoy a dwelling." The Fair Housing Act, 42 U.S.C. §3604 and/or the Pennsylvania Human Relations Act, 43 P.S. §955(h)(3.2).

I am requesting the following accommodation: \_\_\_\_\_.

I need this accommodation because: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

Please respond to my request in writing within ten (10) days. You may not inquire as to the nature or severity of my disability.

Sincerely,

(Signature) \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

## Request for Repairs

Date \_\_\_\_\_

Landlord's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Dear \_\_\_\_\_:

I/we, \_\_\_\_\_ am/are your tenant at  
\_\_\_\_\_. Our lease started on \_\_\_\_\_.

We have asked for repairs that are important for our health and safety. The repairs that are most urgent and need to be fixed right away are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We request that you fix the problem as soon as possible; not later than \_\_\_\_\_.

Sincerely,

(Signature) \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

# Statutes and Case Law

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## Statutes

- Fair Housing Act, 42 U.S.C. § 3601 et seq.
- Landlord and Tenant Act of 1951, 68 P.S. § 250.101, et seq.
- Manufactured Home Communities Rights Act, 68 P.S. § 398.1, et seq.
- Pennsylvania Human Relations Act, 43 Pa.C.S.A. §951 et seq.
- Pennsylvania Rent Withholding Act, 35 P.S. §1700-1, et seq.
- Plain Language Consumer Contract Act, 73 P.S. § 2201, et seq.
- Expedited Eviction of Drug Traffickers Act, 35 P.S. § 780-152
- Residential Lead-Based Paint Hazard Reduction Act, 42 USC § 4851 et seq.
- Utility Service Tenants Rights Act, 66 Pa. C.S.A. § 1521, et seq.; 68 P.S. § 399.1, et seq.
- Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 701 et seq. (Section related to nondiscrimination on the basis of disability in federally-funded housing is 29 U.S.C. § 794)
- Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201 -1-201-9.

## Cases

- Pugh v. Holmes, 405 A.2d 897 (Pa. 1979) (established an implied warranty of habitability into residential leases).
- Fair v. Negley, 390 A.2d 240 (Pa. Super. 1978) (noted that the warranty of habitability cannot be waived by a lease provision or by tenant agreement).
- Pagano v. Redevelopment Authority, 376 A.2d 999, 1004 (Pa. Super. 1971) (noting that a lease can be written or oral, express or implied).
- Wallace v. Pastore, 742 A.2d 1090 (Pa. Super. 1999) (noting that a landlord can be liable under UTPCPL for triple damages and attorney fees for failure to return a security deposit).
- Stonehedge Square Limited Partnership v. Movie Merchants, Inc., 715 A.2d 1082 (Pa. 1998) (holding that a non-breaching landlord has no duty to mitigate by seeking a replacement tenant).
- Beasley v. Freedman, 289 A.2d 1087 (Pa. Super. 1978) (noted that a breach of the implied warranty of habitability may be a basis for a tort claim for intentional infliction of emotional distress).
- Allegheny Clarkliff v. Woodline, 514 A.2d 606 (Pa. Super. 1986) (holding that the distraint permitted under 68 P.S. § 250.302 is unconstitutional because it violates due process).
- Wofford v. Vavreck, 22 D&C 3d 444 (C.P. Crawford 1981) (holding that the self-help doctrine was a court-made procedure that is no longer applicable and the Landlord Tenant Act of 1951 provided the exclusive process for a recovery of possession of the premises for rental arrears).
- Lebanon County Housing Authority v. Landeck, 967 A.2d 1009 (Pa. Super 2009) (listing elements of tenant's reasonable accommodation request and holding tenant can request a reasonable accommodation during an appeal to the Court of Common Pleas).

# Getting Help

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## Dial 2-1-1 for Community Health and Human Services Info.

### **Pennsylvania 2-1-1 EAST**

is a free, confidential, non-emergency, comprehensive information and referral service that connects users with the health and human services they need, available in Berks, Carbon, Lancaster, Lebanon, Lehigh, Northampton, and Schuylkill counties.

**[www.pa211east.org](http://www.pa211east.org)** or call **2-1-1** or **855-567-5341**

### **Pennsylvania 2-1-1 NORTHEAST**

covers Bradford, Clinton, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Montour, Northumberland, Pike, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, and Wyoming Counties.

**[www.helpline-nepa.info](http://www.helpline-nepa.info)** or call **2-1-1** or **888-829-1341**

2-1-1 is not intended for emergency use. If you have an emergency dial 9-1-1.

## **For Police, Fire or Ambulance in an emergency dial 911**

## Legal Concerns

Discrimination	PA Human Relations Commission . . . . . 717-787-4410 <a href="http://www.phrc.pa.gov">www.phrc.pa.gov</a>
	Dept. of Housing & Urban Development . . . . . 215-656-0500
	HUD Housing Discrimination Hotline . . . . . 800-669-9777
	HUD File A Complaint Online: <a href="http://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint">www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint</a>
	Housing Equality Center of Pennsylvania . . . . . 267-419-8918 <a href="http://www.equalhousing.org/">www.equalhousing.org/</a>
	Fair Housing Rights Center of Southeastern PA . . 866-419-8918 <a href="http://www.fairhousingrights.org">www.fairhousingrights.org</a>
	Housing Discrimination (in the Lehigh Valley only), NPLS Fair Housing Helpline . . . . . 610-317-5322
Lawyer Referral	North Penn Legal Services, Intake for Applicants . . . . . 877-953-4250 Apply Online . . . . . <a href="http://www.northpennlegal.org/get-help">www.northpennlegal.org/get-help</a>
	Pennsylvania Attorney General . . . . . 800-441-2555 <a href="http://www.attorneygeneral.gov/get-help">www.attorneygeneral.gov/get-help</a>
	Bureau of Consumer Protection Harrisburg . . . . 717-787-7109
	State and Local Consumer Agencies in Pennsylvania: <a href="http://www.usa.gov/state-consumer/pennsylvania">www.usa.gov/state-consumer/pennsylvania</a>



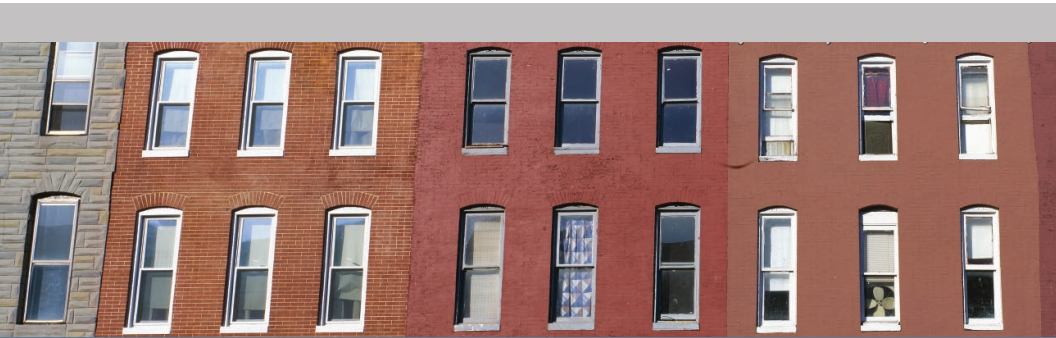


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**North Penn**  
LEGAL SERVICES



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**877-953-4250**  
[northpennlegal.org](http://northpennlegal.org)