

Tenant / Landlord Rights & Responsibilities



Lancaster Housing
Opportunity Partnership

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*Better Housing for
a Brighter Future*



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Opportunity Partnership

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For more recent updates, please view this
manual's supplement at LHOP.org/fhc
or contact (717) 291-9954, ext. 7.

The Fair Housing Center at Lancaster Housing Opportunity Partnership, as a public service, has prepared this manual for tenants and landlords.

This manual is not intended as a substitute for proper legal advice.

The Fair Housing Center at Lancaster Housing Opportunity Partnership cannot be held responsible for errors, omissions, or changes to the law.

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FAIR HOUSING CENTER

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DISCRIMINATION IN LANCASTER CITY IS ILLEGAL. CALL 717-735-6250



Interested in volunteering on the board or commission?

Send a letter of interest and a resume to Janet Spleen, City Clerk
120 N. Duke St., Lancaster, PA
JSpleen@cityoflanasterpa.com
or call Linda Martin 717-393-2883

Lancaster City promotes the equal treatment of all persons in employment practices, access to housing & commercial property, education, public accommodations, lending practices and real estate practices without regard to: Race; Color; Religion; Ancestry; Sexual Orientation or Gender Identity; Familial and Marital Status; Pregnancy; Guide Dog or Support Animal; National Origin; Age; Gender (includes Sexual Harassment); Possession of a GED; and Handicap or Disability

- Fees for service animals
- Handicapped parking denied
- No teenagers
- English only

ALL ARE ILLEGAL IN PENNSYLVANIA!

Fair Housing is Your Right.



Learn more at **www.phrc.state.pa.us**
or call **toll-free** to file a complaint:

PA Fair Housing Hotline 855-866-5718

Language translation and disability services provided on request.

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LANCASTER HOUSING OPPORTUNITY PARTNERSHIP SUPPORTS A HEALTHY AND VIBRANT COMMUNITY

by cultivating partnerships and resources that increase the availability of fair and affordable housing throughout Lancaster County.

FAIR HOUSING CENTER

Provides education, outreach, and technical assistance to the community on fair housing and landlord/tenant laws.

AFFORDABLE HOUSING DEVELOPMENT

Offers technical and financial assistance and provides developers and existing owners of affordable housing (non-profit or for-profit) with low-cost, flexible capital to be used to finance site acquisition, pre-development, construction, rehabilitation, and/or preservation costs.

COMMUNITY OUTREACH AND ADVOCACY

Works for the creation of affordable housing where previously there have been barriers. LHOP is the only organization that advocates and is dedicated to such activity in Lancaster County.



Lancaster Housing
Opportunity Partnership

*Better Housing for
a Brighter Future*

Community Home Buyer Program

LHOP offers classes on home ownership and financial literacy to help prepare Lancaster County residents for the home-buying process and the responsibilities of owning a home.

The program works with many financing programs and community lenders.

More than 9,000 prospective homebuyers have completed our course and \$9 million in assistance has been granted.

LHOP's Home Buyer Program helps you:

- determine if you're ready to buy;
- evaluate your personal credit history;
- know what to expect from real estate agents and lenders;
- know what to expect at closing; and
- develop a budget and savings plan.

LHOP provides certified classroom training and instruction in both English and Spanish. There is a nominal tuition fee. For more information about qualifying for buying a home and financial assistance, visit Lancaster Housing Opportunity Partnership at www.LHOP.org.



Introduction

Discrimination in housing was outlawed by Title VIII of the Civil Rights Act of 1968, which prohibited housing discrimination in the sale, rental, lease, or financing of a house or dwelling.

The Fair Housing Program of the Lancaster County Human Relations Commission was established in 1982. Its function was to help prevent discrimination through education and outreach. In 2011, Lancaster Housing Opportunity Partnership contracted with the County of Lancaster, the City of Lancaster, and Lancaster County Housing & Redevelopment Authorities and began educating Lancasterians on fair housing law.

This book will help to guide you through a successful renting experience by providing general information and law as it pertains to the rental of a residential property. Keep in mind that you may have rights available to you if you own a manufactured house or lease a commercial space that are different than the rights discussed in this manual.

The Fair Housing Center at LHOP receives many calls from individuals regarding housing concerns that could have been avoided if individuals knew their rights and responsibilities. Our best advice to prospective renters is: “Get everything in writing, and please, read your lease and understand it before you sign it.” Our best advice to landlords is: “Give everything to the prospective tenant in writing and treat all tenants the same.”

The Fair Housing Center at LHOP is here to be of assistance to renters and landlords. If you have any questions, feel free to contact our office at (717) 291-9945, ext. 7.

Fair Housing Laws

It is important that you understand your civil rights in order to protect yourself from discrimination. Combined, title VIII of the Civil Rights Act of 1968 and Pennsylvania Human Relations Act prohibit discrimination based on persons being in the following protected classes:

(NOTE)

Some landlords restrict tenants with children by limiting the number of tenants. This may be a violation of the Fair Housing Act due to setting unreasonable occupancy guidelines. Check with your local zoning officer or call your municipal officials to ensure that your occupancy limit is reasonable and complies with the local housing code. Also keep in mind that some zoning ordinances limit the number of unrelated people living together. (For example, in Lancaster City no more than three unrelated people are allowed to reside together.)

Race

Examples include, but are not limited to, African American, Caucasian, Hispanic, Asian, etc.

Color

Examples include, but are not limited to, Black, White, Brown, Red, Yellow, etc.

Religion

Examples include, but are not limited to, Catholic, Protestant, Muslim, etc.

Ancestry

Relates to the line of descent. Examples include, but are not limited to, Chinese, Polish, Irish, etc.

National Origin

Relates to the nation of birth. Examples include, but are not limited to, the nation of birth (e.g., France, Saudi Arabia, Croatia, etc.).

Sex

Gender: male or female.

Age

40 and above.

Familial Status

- You have children under the age of 18 years.
- You are adopting or securing legal custody of a child.
- You are the legal guardian of a child.
- You are the caretaker of a child.
- You are pregnant.

Handicap/Disability

It is illegal to refuse to rent or otherwise discriminate against persons because they have a mental or physical disability, have a record of having a disability, or are regarded as having a disability. Current alcohol and drug abusers are *not* protected. Recovering alcoholics and substance abusers are protected under the law, as are those with HIV/AIDS.

Persons with handicaps or disabilities have the right to make reasonable accommodations or modifications to a rental property in order to make it accessible.

- **Landlords should not deny individuals with disabilities the right to make reasonable modifications at the expense of the individuals**, such as installing grab bars, ramps, widening doors, and lowering cabinets. In some circumstances, renters (or individuals) may be required to restore the interior of the rental property to its original condition when vacating the property, or money may be put into an escrow account for these purposes.
- **People with disabilities** are also entitled to reasonable accommodations with respect to policies and procedures (e.g., support animals when pets are not allowed in the building). Landlords must also make reasonable exceptions to rules that may interfere with a person with a disability's ability to live comfortably in a rental unit. For example, if an extra key is needed to enable a personal care attendant to visit the landlord must allow an extra key even if a policy states that only residents may have keys. Another example of a reasonable exception is a landlord accommodating a tenant with a service animal by waiving a no-pet policy.

(NOTE)

For more information about reasonable accommodations and modifications, visit LHOP.org/fhc.

IF YOU FEEL THAT YOU HAVE BEEN DISCRIMINATED AGAINST, OR IF YOU ARE A HOUSING PROVIDER WITH QUESTIONS, PLEASE CONTACT:

The Fair Housing Center at LHOP
123 East King Street
Lancaster, Pennsylvania 17602
Phone: (717) 291-9945, ext. 7
E-mail: info@LHOP.org

Housing Provider Responsibilities

COMMON FAIR HOUSING MISTAKES MADE BY HOUSING PROVIDERS AND HOW TO PREVENT THEM

REMEMBER

Always keep accurate records!

1. FAILURE TO KEEP RECORDS

Even landlords who are committed to fair housing can find themselves facing a fair housing complaint—or even a lawsuit. Practicing fair housing in all aspects of your interactions with tenants and prospective tenants is the best defense in a housing discrimination complaint.

2. INCONSISTENCY IN APPLICATION OF TERMS AND CONDITIONS

Terms and conditions should be equally and consistently applied. It may be difficult to defend against complaints of discrimination if the manager or landlord has applied rules more stringently to current or future tenants.

3. RETALIATION

The Fair Housing Act makes it unlawful to coerce, intimidate, threaten, or interfere with any person who exercises his or her rights that are protected by law. Therefore, if a tenant files a complaint with any state, local, or federal agency, the housing provider must allow that tenant to exercise that right.

4. ALL-ADULT OR ADULT COMPLEX

In 1988 Congress amended the Federal Fair Housing Act to prohibit discrimination based on familial status (the presence of children under the age of 18). It is illegal to exclude families with children from housing unless the unit is classified as housing for older persons. Policies and procedures must demonstrate an intent to provide housing for persons ages 55 or older, housing occupied by persons 62 years of age or older, or that at least 80% of the units are occupied by one or more persons age 55 or older.

5. VIOLATION OF FAMILIAL STATUS LAWS OUT OF CONCERNS FOR SAFETY

Safety rules must be carefully developed to avoid conflict with laws prohibiting discrimination against families with children. A manager or landlord may unknowingly violate the law while attempting to implement safety rules. Illegal practices include refusing to rent to families with small children out of concern for swimming pool safety, prohibiting use of recreational area by children, and refusing to rent upstairs units with balconies to families with children.

6. FAILURE TO REASONABLY ACCOMMODATE PERSONS WITH A DISABILITY

It is a violation of the local, state, and federal Fair Housing Acts to:

- refuse to rent to a person with a disability;
- refuse reasonable modifications when such modifications may be necessary for the tenant to be able to use and enjoy the dwelling;
- refuse to waive or modify policies, practices, procedures, or services when such accommodations would allow the tenant to be able to use and enjoy the dwelling.

Request for accommodations and modifications from tenants with disabilities must be reasonable; however, if your property accepts federal funding (Section 8, Tax Credit Property, Housing Authority, etc.), you may be required to pay for the accommodation or modification. Management has the right to request documentation of the disability from a person in the medical or physical therapy field. The request for accommodation should not be an undue administrative or financial burden; therefore, a landlord may ask that the tenant put money in escrow to return the property to its original condition if modifications cannot be used by future tenants, and he or she may ask that the alterations be made by a certified contractor.

(NOTE)

In Lancaster County, housing for persons with physical disability is in short supply; therefore, if you have a unit that has been modified, it is a marketable property that could rent very quickly.

EXAMPLE: *A landlord would be required to assign a parking space to a mobility-impaired tenant if the tenant requests such a reasonable accommodation, even if parking spaces are not typically assigned to tenants. The space should be the nearest to the accessible route.*

7. FAILURE TO CLEARLY CONVEY YOUR COMMITMENT TO THE FAIR HOUSING MANAGERS AND ALL AGENTS OF YOUR COMPANY

Many fair housing complaints arise out of a single questionable rental decision made by a leasing agent, manager, or maintenance employee who terminates employment and leaving the landlord responsible. Remind tenants and staff of your commitment to fair housing. Display fair housing posters in prominent locations. Periodically distribute a statement of your commitment to fair housing to tenants and staff in the community newsletter or bulletin.

8. FAILURE TO TRAIN ENTIRE STAFF

Laws change. Congress passes new laws and amendments. Court decisions add new meaning to existing laws. A manager, leasing agent, or maintenance employee may inadvertently break the law, not realizing that the law has changed. Have your *entire* staff attend a training seminar in fair housing at least once per year. If your business is within Lancaster County, training is provided by the Fair Housing Center at LHOP, (717) 291-9945, ext. 7.

9. UNREASONABLE OCCUPANCY STANDARDS

The Department of Housing and Urban Development states that a two-person-per-bedroom-occupancy limit is presumed to be reasonable where there are no local occupancy standards. Depending upon the circumstances, however, such a limit may be challenged, and anything less than two persons per bedroom may violate the fair housing laws by having an adverse impact against families with children. Also, whatever occupancy standards that exist must be applied consistently.

10. FAILURE TO COMMUNICATE WITH YOUR TENANTS

“Effective communication skills” may be an overused phrase, but it is an invaluable one in landlord-tenant relations. Clearly convey and patiently explain to your tenants any decision or action you take that may have a negative impact on their housing situation. For example, the strong language in a “Notice to Quit” violation often signals to tenants that they are being evicted. Explain to the tenant that the purpose of the warning is to correct the identified violation. This may prevent a call to a Fair Housing Agency.

Additional Fair Housing Act Information

HOUSING COVERED BY THE FAIR HOUSING ACT

According to the federal Fair Housing Act and Pennsylvania Human Relations Act, the following housing is covered under the Acts:

- Apartments rented or leased
- Mobile home parks
- Housing financed, sold, or rented
- Condominiums
- Land being financed, sold, or leased

HOUSING DISCRIMINATION CAN BE EXPENSIVE

- Under the fair housing laws, actual and punitive damages as well as the recovery of court costs and legal fees may be awarded to victims. In addition, civil penalties may be imposed.
- Other equitable relief may include, but is not limited to, access to the dwelling unit involved in the complaint or a comparable unit and the provisions of services or facilities in connection with the dwelling.
- Injunctive relief appropriate to the elimination of discriminatory housing practices may also become an issue.

PROTECT YOURSELF

- Take all complaints seriously.
- Don't be afraid to ask questions or get an explanation from the agency investigating the complaint.
- Establish policies, procedures, and guidelines in writing ahead of time and follow them in every case.
- Make sure that all actions, policies, and procedures are based on legitimate, non-discriminatory business factors.
- Have accurate, complete records available to demonstrate that these policies, procedures, and guidelines were followed in similar cases.

REMEMBER

The Fair Housing Center provides fair housing seminars where we discuss the Fair Housing Act and any questions or concerns that you may have. Call the Fair Housing Center at (717) 291-9945, ext. 7.

Education is much less expensive than a fair housing complaint!

Applying to Rent

QUALIFYING FOR A RESIDENTIAL LEASE

A formula used by many landlords to qualify a renter:

- Monthly income \times 40% = what a renter can afford to pay for rent and utilities combined

EXAMPLE: $\$1,500/\text{month} \times .40 = \600 per month for rent and utilities combined

(NOTE)

Prospective tenants should always read the application carefully so that they are aware of the possible consequences should they decide not to take the rental unit.

A SECURITY DEPOSIT MAY BE NON-REFUNDABLE. Become familiar with the proposed lease before signing since you may be binding yourself to sign the lease without further negotiation of its terms.

Be sure to get a receipt for all monies paid.

If a prospective renter applies for an apartment and does not meet the income qualifications, this person probably cannot afford the apartment because it is a general rule that no more than 40% of one's income should go toward paying rent and utilities combined. This estimate allows for other expenses such as car payments, medical, food, clothing, etc. If a renter cannot find an affordable apartment, an alternative is to apply for subsidized housing.

THE RENTAL APPLICATION

The property manager or landlord may ask a prospective renter to fill out a rental application. This application may request:

- Credit references and other credit background information
- A list of past landlords including telephone numbers and addresses
- An employment history, including salary information
- An application fee that may be non-refundable
- First month rent, plus a security deposit

Information that a landlord may *not* ask for includes race, ethnicity, and how many children will be living in the home. (See "Fair Housing Laws," page 8.)

Fair Market Rent in Lancaster County

It is important to understand “Fair Market Rent.” Fair Market Rent *cannot* be described as the “average” rental rate in an area. “Fair Market Rent” is determined annually by HUD. It is a combination of rent, utilities, ranges and refrigerators, maintenance, management, and other services.

Qualifying Information			
Amount Per Hour	Annual Salary*	Monthly Income	Amount of Monthly Rent and Utilities**
\$7.25	\$15,080.00	\$1,256.67	\$502.67
\$8.00	\$16,640.00	\$1,386.67	\$554.67
\$9.00	\$18,720.00	\$1,560.00	\$624.00
\$10.00	\$20,800.00	\$1,733.33	\$693.33
\$11.00	\$22,880.00	\$1,906.67	\$762.67
\$12.00	\$24,960.00	\$2,080.00	\$832.00
\$13.00	\$27,040.00	\$2,253.33	\$901.20
\$14.00	\$29,120.00	\$2,426.67	\$970.67
\$15.00	\$31,200.00	\$2,600.00	\$1,040.00
\$16.00	\$33,280.00	\$2,773.33	\$1,109.33
\$17.00	\$35,360.00	\$2,946.67	\$1,178.67
\$18.00	\$37,440.00	\$3,120.00	\$1,248.00
\$19.00	\$39,520.00	\$3,293.33	\$1,317.33
\$20.00	\$41,600.00	\$3,466.67	\$1,386.67

* Annual Salary assumes forty hours work per week and fifty-two weeks work per year.
 ** Based on 40% of monthly income.

The Lease

A lease is an agreement, either written or oral, which transfers possession and use of a rental from the party entitled to possession and use to another party for a definite period of time.

The lease should define the respective rights and obligations of the landlord and the tenant. The **Plain Language Consumer Contract Law** requires that all residential leases be written in a manner that is easy to understand in plain language. If you have difficulty understanding a lease, contact the Fair Housing Center for assistance at (717) 291-9945, ext. 7.

Remember, a lease is a *legally binding document*. Make sure you understand the lease before you sign it. By signing it you agree to its terms and conditions for the duration of the lease agreement. Make sure that all blanks are crossed out or filled in before you sign anything. Also, make sure you get a copy of the **entire** lease.

Changes to the lease should not be made until the beginning of a new rental period, which is when you and your landlord renew the lease, unless both parties agree to a proposed change. Unless the lease specifies how changes are to be made, the landlord will be required to give one full rental period before the change is to take place.

(NOTE)

It is important that you find out what is required of you so that you can receive your security deposit when you move out of the residence. A list of items that should be cleaned, for example, would be very helpful.

WHAT A WRITTEN LEASE SHOULD CONTAIN

- Name, street address, and telephone number of the landlord for emergencies
- Tenant's name
- Address of the rental property
- Beginning and ending date of the lease
- Requirements for notices to renew/terminate leases
- Amount of monthly rent (Make sure you find out **how, where, when,** and **to whom** rent is to be paid.)
- Late fee clause (if applicable)
- Person(s) to occupy the unit
- Security deposit
- Maintenance and utilities: Who is responsible for what?
- What appliances are included in the lease
- Pet agreement
- Pet security deposit*

*Security deposits may not be charged for service animals.

LEASE MAY ALSO CONTAIN THESE PROVISIONS AND MORE

- Tenants must keep the dwelling clean.
- Tenant is prohibited from subletting the dwelling without the landlord's consent.
- Tenant is prohibited from moving or breaking the lease without giving proper notice.
- Landlord is permitted to enter the property at reasonable times for inspection, repair, or to show it to potential tenants provided current tenants are given prior notice.
- Name of person to contact and how to reach that individual for maintenance and repairs.
- A list of regulations the tenant is expected to follow.
- A list of any other mandatory services that the landlord insists on performing for which the tenant is responsible.
- Tenant may be required to pay whatever reasonable legal expenses the landlord must pay to evict the tenant in case of non-payment of rent.

UNENFORCEABLE LEASE TERMS

Tenants are usually bound by the terms and conditions of the lease they sign; however, some terms and conditions are unenforceable in court.

Examples of unenforceable lease terms and conditions include:

- The tenant cannot be made responsible for all repairs, or all repairs under a certain amount of money. Under the *Implied Warranty of Habitability*, the landlord must maintain everything for which the tenant is paying rent. (See “*Implied Warranty of Habitability*,” page 29.)
- The tenant cannot be made to accept the house or apartment “as is.” Under the *Implied Warranty of Habitability*, the facilities and services provided at the leased premises must allow the unit to be occupied for its reasonably intended purpose as a dwelling unit. (See “*Implied Warranty of Habitability*,” page 29.)
- The tenant cannot waive the right to represent himself/herself in a court of law.
- The tenant cannot be made to agree that if he/she breaks any promise in the lease, the landlord has the right to break into the apartment, change the locks, and seize the tenant's possessions.
- The landlord cannot make the tenant agree to waive his or her rights to a hearing or confession of judgment.

REMEMBER

Read the lease carefully before signing it!

Get everything in writing!

Any promises made that are not included in the lease probably cannot be enforced (e.g., painting or making repairs before moving in, appliances that will be provided, or who will pay the utilities).

Finding and Inspecting the Rental Unit

Much can be seen in a quick visual inspection of the house or apartment that you plan to rent. Taking time to do this before you move in can prevent problems later. Some municipalities may have rules and regulations that tenants and landlords must follow. Additionally, some municipalities may require a rental license before landlords lease residential properties.

SEARCHING FOR AVAILABLE RENTAL UNITS

Leasing in the 21st century comes with many more resources to find your ideal residence. As you scan rental ads in newspapers or on websites or listservs, remember that some ads may not be legitimate.

Scammers regularly advertise rentals that do not exist or are not available. They also clone actual rental listings and then change the contact and e-mail information, placing the altered ads in numerous newspapers or websites to trick as many people as they can out of money.

You can avoid falling for rental listing scams by remembering these tips:

- **Never wire money or send a check to someone you've never met for an apartment you've never seen.** If you can't meet the landlord in person because she's living or traveling out of the country – and if you can't see the actual apartment before you pay application fees, a security deposit, or sign a lease – keep looking. Wiring money is the same as sending cash – once you send it, you can't get it back.
- **Don't be rushed into a decision.** If you receive an e-mail pressuring you to make an on-the-spot decision for a rental, it could be a red flag. Ignore it and move on.
- **The lower the price for a premium listing, the more likely it's a scam.** Below-market rent for a spectacular apartment in a great location with a million-dollar view? Scammers love to attract people's interest by making too-good-to-be-true promises.
- **If a landlord places an ad looking for a tenant to rent his or her property, be aware of scams involving fake checks.** A bogus renter could reply to the ad saying a cashier's check is ready for the landlord to deposit into their bank account for more than the rental price. The

tenant then asks the landlord to wire him or her the difference once the landlord has deposited the check. Unfortunately, once the bank figures out that the deposited check is fake, the landlord is responsible for paying back all the money, including the cash wired to the scammer.

RECORD DAMAGES BEFORE YOU MOVE IN

It is wise to take note (with the landlord or property manager present) of the defects *before* you move in. Use the *Sample Checklist for Inspection of Rental Unit* on page 22. When it is time to move out, those damages will not be charged against your security deposit since they were there before you moved in. Written notes and photographs are very helpful so that there is no confusion later. If you do not own a camera, use a disposable camera. It will work just as well for this purpose. It is the tenant's right to have the condition of the dwelling in writing.

You may use the *Sample Checklist for Inspection of Rental Unit* starting on page 22 to record any damages in the apartment if you decide to move in. This list will aid you in the event that problems do arise with future repairs. The landlord is not obligated to sign your list, but you can request his or her signature and provide the landlord with a copy of your list. Make sure you date your notes.

CHECK WITH THE LOCAL HOUSING INSPECTOR

This is very important. You may be in the process of renting a house that is condemned or has a history of structural, electrical, or plumbing problems. Check with your local housing inspector to see if there are any current housing violations in the rental unit. Ask the housing inspector if there have been any complaints from former tenants against your future landlord for failing to make necessary repairs.

HAVE REPAIRS DONE BEFORE YOU MOVE IN

If the rental unit is in need of repairs, it would be in the tenant's and landlord's best interest to establish *in writing* a date and time for the repairs to be completed.



REMEMBER

If repairs are not done before a tenant moves in, get a plan in writing.

What to Look for Before You Move In

COST

Is the apartment affordable? As stated earlier in the book, your rent and utilities should only amount to about 40% of your monthly income. Have there been rent increases in the past few years? How much? What is included in the rent? Find out who is responsible to pay for heat, gas, electric, hot water, water/sewer, recycling, and trash removal. Ask for a history of monthly utility expenses.

LOCATION

Is the residence convenient to your place of employment, school, child care, public transportation, shopping, and medical care?

SECURITY

Is the property and surrounding area well maintained and safe? Do doors, windows, and entrances to the building have secure working locks?

(NOTE)

There are no rent caps in Pennsylvania. (See "Rent Increases," page 37.)

HEALTH

Is there evidence of rodents or insects? If such a problem does arise, will the landlord pay for extermination? Is there flaking, peeling paint? **Beware of lead poisoning from lead paint, especially if you have children.**

FIRE SAFETY

Are the fire escapes easy to get to? Is there a fire extinguisher readily available? Are there smoke detectors? Are the smoke detectors operational? Who is responsible for their maintenance?

NEIGHBORS

Is the apartment quiet? Can you hear your neighbors beside, above, or below you? Ask others in the apartment complex about the positive and negative aspects of living there.

STRUCTURAL

Are the stairs safe and well lit? Are the windows eroding? Is wood cracked, rotting, water damaged, or termite infested? Does the landlord provide storm windows, screens, and shades? Are the floors solid and without holes, cracks, or splinters? Make sure no tiles or floorboards are missing. Are there any cracks or holes in the walls? Make sure there is no loose or falling plaster. Are the walls and ceilings painted and papered and without cracks?

UTILITIES

- *Heat:* Check the furnace or other source of heat. Make sure the heating source is accessible and working effectively. Check for drafts from windows and doors.
- *Water:* There should be hot and cold running water. Check to see if water pressure is strong. Locate the turn-off valve.
- *Sewer:* Do toilets flush properly? Check for any drainage problems in sinks and tubs.
- *Electricity:* Are there enough electrical outlets? Is the wiring adequate to handle any appliance you may want to bring with you into the unit? Broken or frayed wiring or light fixtures hanging from a wire with no supports should be fixed before you move in, as these are safety hazards. Locate fuse boxes and breakers.
- *Trash Removal:* What is the policy for trash removal? Are there trash receptacles or dumpsters? Are they secure from rodents?

VENTILATION AND AIR CONDITIONING

Is the air conditioning or ventilation system accessible? Are temperature controls accessible?

STORAGE

Is there a storage area inside/outside the rental unit?

FURNISHINGS AND APPLIANCES

What is included in the apartment? Ask if refrigerator, washer and dryer, drapes, carpet, or other furniture is included in the rental unit. Who is responsible to pay for those items if they need repair?

Sample Checklist for Inspection of Rental Unit

Date of Inspection: _____

Address of Apartment: _____

Landlord's Name: _____

Landlord's Address: _____

Telephone Number: _____

All Rooms			
Checklist Item	Yes	No	Comments
Are there at least two working outlets or one working outlet and one working light fixture?			
Is the room free from electrical hazards?			
Can all windows and doors that are accessible from the outside be locked?			
Is there at least one window that opens, and are all windows in good condition with no missing or broken panes?			
Are the ceiling, walls, and floor sound and free from major cracks, holes, or hazardous defects?			
Are all interior surfaces free of peeling or chipping paint?			
Are there working smoke detectors?			

Building Exterior

Checklist Item	Yes	No	Comments
Are the foundation and exterior walls sound and free of hazards?			
Are all the exterior stairs, rails, and porches sound and free from hazards?			
Are the roof, gutters, and downspouts sound and free from hazards?			
Is the chimney sound and free from hazards?			
Are all exterior surfaces free of peeling or chipping paint?			
If the unit is a mobile home, is it properly placed and tied down?			

Bathroom

Is there a working toilet in the unit for exclusive private use of the tenant?			
Is there a working, permanently installed washbasin that has hot and cold running water?			
Is there a working tub or shower with hot and cold running water?			
Are there windows that open or a working vent system?			

Kitchen			
Checklist Item	Yes	No	Comments
Is there a working oven, and is there a stove (or range) with top burners that is in working condition?			
Is there a refrigerator that works and maintains a temperature cold enough to keep food from spoiling?			
Is there a kitchen sink that works with hot and cold running water?			
Heating, Plumbing, & Electrical			
Is the heating equipment capable of providing adequate heat to all rooms used for living?			
Is the unit free from fuel-burning space heaters or other types of unsafe heating conditions?			
Does the unit have adequate ventilation?			
Is hot-water heat located, equipped, and installed in a safe manner?			
Is there a safe, sanitary public or private water supply?			
Is the plumbing free of leaks?			
Is the plumbing connected to an approved public or private disposal system, and is it free from sewer backup?			
Is the electrical system free of hazards (e.g., improper wiring, seriously inadequate service, etc.)?			

General Health & Safety

Checklist Item	Yes	No	Comments
Does the unit have at least one smoke detector in working condition on each level of the living area?			
Can the unit be entered without having to go through another unit?			
Is there an acceptable fire exit? Is it accessible?			
Is the unit free of rats, mice, roaches, etc.?			
Is the unit free of garbage or debris?			
Are the stairs and common halls free of hazards caused by loose steps, lack of handrails, poor lighting or other hazards?			
Is the site and immediate neighborhood free of dangerous conditions?			

SIGNATURE OF TENANT: _____ DATE _____

SIGNATURE OF LANDLORD: _____ DATE _____

(NOTE)

Make sure all appliances and fixtures are in working order. Also, make notes on the presence of furniture, carpeting, and fixtures and the condition of everything in the rental property. Write down the location and number of marks, burn marks, or other damages.

A landlord is not required to sign this checklist.

Tenant's Responsibilities

As a tenant, you are renting someone else's property. To create a responsible tenancy, you should comply with your lease along with the following list of duties:

1. Pay rent when due, not the day after or 5 days after. If the rent is due on the 1st of the month, pay it on the 1st of the month. If rent is not paid, it could result in an eviction complaint. If you know in advance that you will not be able to pay your rent on time, inform your landlord. Communication is key to a successful renting experience.
2. If utilities are included in the lease, they must also be paid on time. If not, this could result in an eviction complaint.
3. Comply with all terms and conditions of the lease.
4. Comply with rules and regulations included in the lease or separately signed addendum(s).
5. Comply with the requirements of Pennsylvania law, local ordinances, and housing codes.
6. Refrain from disturbing the peace of other tenants and neighbors.
7. Refrain from damaging the premises. Be sure no one living with or visiting you damages the property, as you will be financially responsible for those damages.
8. Notify the landlord of any serious defects (or needed repairs) in the dwelling that may cause the building to deteriorate.
9. Be financially responsible for any damages resulting from actions or negligence (other than normal wear and tear) that you or your family have caused.
10. Keep the premises clean.
11. Allow the landlord, landlord's representatives, or local government inspectors reasonable access for inspection and repairs.
12. Do not allow persons who are not on the lease to live in the rental unit.
13. Find out how the landlord would like you to report defects, and report them immediately.
14. Do not engage or allow anyone to engage in criminal activity, including illegal drugs or allowing underage drinking on the premises. Any and all of these items could result in eviction.
15. If you change your locks, notify your landlord first and then give him/her copies of the keys.

(NOTE)

If your landlord requests reported repairs to be in writing, make sure you keep a copy of your written letter for your records.

Renter's Insurance

Most landlords carry fire insurance, which covers property but *not* your possessions. Renter's insurance (which is optional, but some landlords may require) can be purchased to cover your furniture and other personal possessions. The cost of renter's insurance is roughly between \$100 and \$175 per year, which averages out to less than fifty cents per day. Renter's insurance can be obtained from any insurance firm that sells homeowner's insurance.

This coverage protects you from damages caused by fire, theft, or even a natural disaster. You are also covered if a visitor is injured while on the property you rent. Medical payments might be made to those individuals, although in certain cases, you may not be legally liable for damages.

In addition, renter's insurance will pay for temporary relocation after a fire. You may be reimbursed, up to a certain amount, for your costs of lodging and meals over and above what you would normally pay. These costs may cover the entire time that it takes to repair the home for re-occupancy.

Neighborhood Relations

Introduce yourself to your neighbors and become part of the neighborhood. Maintain a friendly relationship with them. This will benefit all persons in the neighborhood. Neighbors can help one another in many ways, such as keeping an eye out for illegal activity.

In apartment buildings it is important to respect all common areas—hallways, stairs, or grounds. Do not leave trash in these areas or obstruct the entrance to the building. It is also a good idea not to play or create excessive noise in public halls and stairs for safety reasons as well as in consideration of your neighbors.

To be a good neighbor, you must try to see that your guests do not disturb your neighbors. It is not always possible to control everything your guests do, but you have the right to expect them to behave in a way that will not antagonize others.

One of the best ways to ensure *poor* neighborhood relations is to disturb your neighbors with loud noise. If you plan to have a party, keep it under control and end the party at a decent hour. It is also a good idea to let your neighbors know when you plan such a gathering, and to cooperate with them during special circumstances, such as illness. You may want to modify or change your plans so that their special request can be met. They are more likely to cooperate with you if you cooperate with them.

In single-family homes, neighborliness also means good upkeep and maintenance of the exterior of the building. This means that the lawn and shrubs should be well maintained and that trash should not be left outside.

Tenant's Right to Privacy

The tenant is entitled to the *Covenant of Quiet Enjoyment*, which includes the right to privacy. The rent paid not only gives the tenant a roof over his/her head, but also ensures the right to enjoy the premises without reasonable and excessive intrusions by the landlord. If the landlord enters your rental unit for no reason or disturbs the tenant at night, he or she may be breaching the lease.

The landlord does have the right to enter rental premises occasionally for repairs and inspections, including regularly scheduled maintenance. If the lease states that the landlord may enter without notice during reasonable hours, the tenant may have no right to require advance notice. However, if the landlord or the landlord's employees repeatedly enter without notice, send the landlord a letter requesting a minimum of twenty-four (24) hours **advance notice** prior to entry in a non-emergency situation. Keep a copy of the letter and send the original by certified mail, "return receipt requested." Although the landlord is not obligated to comply with your request for the advance notice, common courtesy would encourage the landlord to give the tenant notice prior to entering the rental unit. If the landlord does not adhere to the general standards as outlined above and repeatedly enters the rental unit without notice, the landlord may be cited for trespassing. Call the local police department for more information.

Implied Warranty of Habitability

THE RIGHT TO A DECENT PLACE TO LIVE

The Pennsylvania Supreme Court has ensured that tenants have the right to a decent place to live. This guarantee to decent rental housing is called the *Implied Warranty of Habitability*.

The Warranty means that in **every residential lease** in Pennsylvania (whether oral or written) there is a promise (the Warranty) that a landlord will provide a home that is safe, sanitary, and healthful. **A rental home must be fit to live in and the landlord must keep it that way throughout the rental period by making necessary repairs.** Even if the renter signs a lease to take the dwelling “as is,” the Warranty protects the individual. **The right to a livable home cannot be waived in the lease.** Remember, it’s in there, whether or not the lease says so. It cannot be given away. Any lease clause attempting to do so is unenforceable.

The Warranty does not require the landlord to make cosmetic repairs. For example, the landlord is not required to repair faded paint, unless he/she has agreed to do so. However, the landlord must remedy serious defects affecting the safety or the ability to live in the rental unit.

DEFECTS COVERED BY THE IMPLIED WARRANTY OF HABITABILITY

- Lack of hot and cold running water
- No facility for securing the leased premises with locks (i.e., doors, windows)
- Lack of a working source to provide adequate heat
- Insect or rodent infestation
(Landlord should exterminate before a tenant moves in.)
- Leaking roof
- Unsafe floors, stairs, porches, and handrails
- Inadequate electrical wiring, risking fire
- Inability to store food safely because of broken refrigeration unit
(when landlord is responsible for maintenance and repair of refrigerator)
- Unsafe structural component that makes it dangerous to occupy the premises

(NOTE)

The City of Lancaster, Pennsylvania, specifies that between the hours of 6:30 a.m. and 10:30 p.m. the temperature inside a unit may not be less than 65 degrees and not less than 60 degrees during other hours of the day. This applies during all seasons of the year, not just during winter months.

What to Do If Your Dwelling Unit Is Not Habitable

If the problem is serious enough to constitute a breach of the *Implied Warranty of Habitability*, you may be entitled to seek one or more remedies.

(NOTE)

A picture is worth a thousand words. Once you determine that the defect interferes with your habitability, take pictures of the problem. If you are required to appear in court, pictures will be very helpful.



REMEMBER

Keep in mind that proper legal advice is invaluable.

ESTABLISH AND PROTECT YOUR RIGHTS

- You must determine that the defect interferes with the habitability of your rental unit. (Your ability to live in the dwelling is seriously impaired.)
- You must notify the landlord of the problem. It is best to do this in writing and to keep a copy for yourself. (See “*Sample Letters to Landlords*,” starting on page 49.)
- You must allow the landlord *reasonable time* to repair.*
- You must show that the landlord failed to repair.

Your landlord may take steps to collect rent or even try to evict you. Pennsylvania Law prevents your landlord from evicting you because you raised an issue that affects the warranty of habitability. You can be evicted if a court finds that some or all of the rent is due to the landlord and you do not have the money to pay. If you are breaking the lease in other ways, the landlord may try to evict you on those grounds.

If you have followed the above steps to establish and protect your rights and the landlord has failed to make the dwelling habitable by correcting the defects, you may be able to proceed with one or more of the tenant remedies on the following pages.

*How much time is *reasonable time*? There is no right answer. A *reasonable time* to fix a leaky roof might be one or two weeks; but **lack of heat in the winter months should not have to wait more than a day or two.**

TENANT REMEDIES

1. Terminate your lease and avoid any further duty to pay rent.

If you decide to do this, you must move out of the leased premises. You could lose your security deposit or be sued for rent for the term of the lease if you have not followed the guidelines of notifying your landlord of the defects in your dwelling. Be sure to include your forwarding address in the letter notifying the landlord of the defects.

2. Withhold all or part of the rent until the defect is remedied.

Under Pennsylvania Law, you may withhold rent if you can prove the dwelling unit is not habitable. As long as there is proof that the dwelling unit is not habitable, you should not be evicted for non-payment of rent.

Remember to make sure you:

- a. have given your landlord written notice that the problem exists.
- b. can prove that the problem exists. Testimony in court from friends and relatives is acceptable. Photographs are best; they should clearly show the defect you want to point out. A letter or notice from a governing body is ideal.
- c. have allowed a reasonable time for repair and can prove that your landlord has failed to make repairs you requested.
- d. have consulted an attorney if you are unsure of how to proceed, have concerns about proving a violation of the implied warranty, or need additional information.

There is no exact way to determine how much of your rent you can legally withhold. One way to calculate this amount is to figure out how much of your home you could not “use” and for how long.

For example:

- If you have a five-room apartment and you could not use one of the rooms for an entire month, you might deduct 1/5 (one-fifth) or 20% of your rent for the loss of 1/5 (one-fifth) of the apartment.
- If you had no heat and were forced to stay with a friend or at a hotel for a week, you might deduct 1/4 (one-fourth) or 25% of your rent for the loss of the use of your entire home for one week out of four.

(NOTE)

While the law does not require that you put your withheld rent into a bank or escrow account, we strongly encourage you to do so. This might give you some protection if your landlord takes you to court. Judges often ask tenants if they have saved the withheld rent money. By saving the money in a bank account, you will show the judge/Magisterial District Judge that you were not trying to live rent-free. Also, if the judge/Magisterial District Judge determines that you have withheld too much money, you must be prepared to pay it within 10 days.

3. Repair defects and deduct the cost of repairs from your monthly rent.

There are some limitations to this remedy, however. The amount of the cost of repairs to be deducted from the rent is limited. Other limitations are that the amount must be *reasonable* and *necessary* to make the dwelling unit habitable. You are not permitted to deduct from the expenses that make the dwelling unit more desirable. Only costs incurred to make the premises safe and within the warranty are deductible. Before proceeding, submit to your landlord in writing that you intend to exercise this remedy and submit cost estimates. You must wait a reasonable amount of time before proceeding. You will need to notify your landlord again when the work is completed.

4. File legal action to recover cost of repairs, a retroactive rent rebate, and/or compensation for any other damages suffered while the dwelling unit was not habitable.

The burden is on the tenant to prove that the above steps were followed and that expenses or other losses have been incurred due to the landlord's breach of the *Implied Warranty of Habitability*.

5. File for an injunction to force the landlord to repair immediately.

The tenant should be prepared for a counterattack by the landlord. The tenant will need an attorney to file an injunction. It is important that:

- a. the tenant can prove the seriousness of the defects.
- b. the defects significantly impair livability.
- c. the tenant can prove notice was given to the landlord.

(NOTE)

Before filing an injunction, seek legal counsel. There are limitations that apply to these remedies and proceedings; any remedy can be complicated.

Security Deposit

A security deposit is money that belongs to the tenant yet is held by the landlord for protection against damages. The tenant is responsible for the rental payments for the length of the lease. When the lease has expired, the tenant is entitled to the amount of the security deposit minus any damages to the property.

The landlord can only require the tenant to pay a maximum security deposit of two month's rent. A landlord might ask the tenant to pay a security deposit plus "the last month." Regardless of what the landlord may call it, this "last month's rent" payment is still part of the two-month maximum security deposit.

All or part of your security deposit can be withheld at the end of your lease term if you: damage the premises; fail to clean properly; fail to pay your last or any rental payment; fail to provide proper notice to the landlord; or have broken some other clause in the lease. **The security deposit is NOT to be used for the last month's rent unless the landlord and tenant both agree to do so.**

LIMITS ON THE AMOUNT OF THE SECURITY DEPOSIT AND INTEREST ON THE SECURITY DEPOSIT

Pennsylvania Law limits the amount of security a landlord can demand.

During the **first year** of the lease, the security deposit cannot be more than two months' rent. If a tenant has paid two months' security deposit (or one month's security deposit and "the last month's rent"), **after the first year** the tenant may ask the landlord to return the amount of money held that is greater than one month's rent. This is done by writing a letter requesting this money, and keeping a copy of the letter. The letter should be sent by certified mail, "return receipt requested," so that there is proof that the landlord received it. A tenant should follow-up the certified mail with regular mail if the tenant does not get a signed receipt returned from the post office.

During the **second year** or during any renewal of the original lease, the security deposit should not be more than one month's rent. If a tenant's rent increases, the landlord can also increase the security deposit to equal one month's rent at the new rate for the first five years of the lease.

If more than a \$100 security deposit is collected:

- a. the funds must be placed in a separate account;
- b. the account must be in an institution regulated by the Pennsylvania or Federal banking authorities;
- c. the landlord must notify the tenant in writing with the name and address of the depository (bank) and amount of deposit.
- d. after the **second year**, the interest earned on the tenant's money (less a 1% administrative fee to landlord) must be paid to the tenant annually on the anniversary date of the lease.

REMEMBER

Your security deposit does not start to earn interest until after the second year of tenancy.

The law does not specify how much interest a tenant must receive.

Remember, today's interest rates are very low. Therefore, after a landlord deducts the 1% fee, there may be no interest due to the tenant. However, as a matter of doing good business, a landlord should notify a tenant in writing that there is no interest due.

Return of Your Security Deposit

At this point, the pictures, checklist, or any other documentation used when the tenant first moved into the apartment will be very helpful. Within thirty (30) days after the termination of the lease, the landlord must give the tenant:

1. a written list of any damages for which the landlord claims the tenant is responsible; or
2. payment of the difference between the security deposit money plus interest (if any) and money used to pay for damages; or
3. a check for the entire amount of the security deposit.

If the landlord fails to do the above, he/she has given up the right to withhold any of the security deposit or interest and has also given up the right

to sue the tenant in court for damages. However, if it is after thirty (30) days the tenant can sue the landlord for double the amount of the security deposit plus interest (if any).

A tenant is not required to compensate the landlord for ordinary wear and tear. For example, if a landlord decided the apartment needed to be repainted at the end of a lease, a tenant should not be charged for the repainting unless the tenant caused more than normal wear.

A current tenant is not responsible for damages caused by previous tenants. By using the *Checklist starting on page 22*, a tenant will note any damages within the lease premises that existed before moving into the unit. Documentary evidence, eyewitnesses, and photographs are particularly helpful in establishing the fact that damages existed prior to tenancy. This type of evidence is extremely valuable should the tenant desire to sue the landlord for recovery of a wrongfully held security deposit.

A tenant is entitled to receive the security deposit in full or a list of damages and the remainder of the deposit within thirty (30) days of vacating the premises if a tenant has given the landlord a forwarding address and returned the keys on time.

TENANT'S RESPONSIBILITIES

1. Give the landlord proper notice that you will be moving.

This notice must be in accordance with the provisions of your lease. You will need to read your lease to see where the Notice to Vacate is to be sent and how much notice must be given to terminate your lease.

2. Be sure to give the landlord in writing your new address at or before the time you move out. You must do this even if it does not say so in your lease. (See *Sample Letter, page 55*.)

It is best to send this notice by certified mail, "return receipt requested." If you are not sure what your new address will be, give your landlord the address of a relative. Keep copies of all letters you send, the receipts for sending letters by certified mail, and the return receipts.

3. Clean the dwelling unit as thoroughly as possible. Keep receipts for the rental purchase of any cleaning equipment, for example, the rental of a steam cleaner for cleaning the carpet.

4. Make sure you do not owe any rent.

REMEMBER

If proper notice is not given, you are breaking your lease and, therefore, no security deposit is required to be returned.

(NOTE)

If you break your lease, owe rent, or have not returned the keys, your landlord may refuse to return your security deposit.

5. Try to get your landlord to inspect the dwelling unit with you.

Take photographs of the empty premises. This is the time to go over your pictures, checklist, or any other documentation of damages that you prepared when you moved into the apartment or house. You can ask your landlord to sign a checklist of damages. Your landlord is not required to do so, however.

6. Return the keys to the rental property. Also, if possible, get a receipt for any money owed that is paid to the landlord at this time.

LANDLORD’S RESPONSIBILITY

Within thirty (30) days of the termination of the lease, a forwarding address provided, and return of keys to you, you are required to:

(NOTE)

If the tenant has broken the lease or any condition in the lease, owes rent, or has not given the landlord written notice of his/her new address, the rules under Landlord’s Responsibility do not apply.

1. Return the security deposit (plus interest, if any)

OR

2. Submit to the tenant:

- a. an itemized list of damages and the amount claimed for repairs

AND

- b. payment of the difference between the security deposit (including interest, if applicable) and cost of actual damages.

WHAT TO DO IF THE TENANT HAS NOT RECEIVED THEIR SECURITY DEPOSIT

1. If a landlord has failed to provide a tenant with a written list of damages within thirty (30) days, the landlord has forfeited:

- all rights to keep any portion of the security deposit (including interest); and
- all rights to sue the tenant for damages to the rental unit.

(However, the landlord may still bring a suit against the tenant for collection of unpaid rent or breach of lease.)

- a. A tenant may file a civil complaint with the Magisterial District Judge and sue the landlord for the amount of the security deposit (including interest, if applicable).
- b. A landlord will not be able to file a counterclaim for damages.

2. **If a landlord has failed to pay a tenant the difference between the amount of the security deposit and actual damages to the rental unit within thirty (30) days:**
 - a. The tenant may file a civil complaint with the Magisterial District Judge and sue the landlord for double the amount of the security deposit.
 - b. The landlord will not be able to file a counterclaim for damages.
3. **If the landlord has provided the tenant with a list of damages and a refund within thirty (30) days and the tenant disagrees with the amount of the damages:**
 - a. The tenant may file a civil complaint with the Magisterial District Judge. The tenant will have to prove that the landlord has improperly charged the tenant for damages. Again, the pictures, checklist, and other documentation will be helpful for this process. Also, the landlord is entitled to file a counterclaim against the tenant.

If the tenant had not given a forwarding address, he/she is still entitled to the security deposit; however, because of the difficulty the landlord may have in locating the tenant, he/she does not have to return it within 30 days.

(**NOTE**)

Any lease clause that says you have waived these rights is unenforceable and therefore void.

Rent Increases

Tenants have little protection against rent increases. Because Pennsylvania has no rent-control law, landlords may raise the rent as much as they want. The only protections to tenants are the terms of their written lease or oral agreement with their landlord. The landlord by law must give at least one month (for a month-to-month lease) or two months (for a one-year lease) notice in order to raise a tenant's rental payment (unless the lease states otherwise).

One important protection is that **the landlord may not raise the tenant's rent in the middle of the lease term** unless the lease has a "pass through" clause, which allows the landlord to pass on to the tenant things such as property tax or utility increases. For example, if the tenant has a lease that expires at the end of September, the landlord cannot raise rent in June.

A second protection is that **the landlord must give proper notice before he/she raises the rent**. The notice should be in writing. Written leases usually state how much notice is required before the landlord may change the terms of the lease. Oral agreements (or if a lease does not say how much notice is necessary) require thirty (30) days notice before raising rent (or changing any terms of the lease).

A third protection against rent increases is that **the landlord cannot raise the tenant's rent to retaliate against the tenant because he/she has exercised a legal right**. For example, a landlord cannot give a tenant a rent increase because he/she called the Fair Housing Center to file a complaint of discrimination or the Housing Code Inspection Office.

If a landlord raises rent in the middle of a lease term, a tenant may fight the increase by **not paying the increase** and letting the landlord take him/her to court. By showing the judge the lease and rent receipts or cancelled checks, a tenant should be able to stop eviction action, **but a tenant must pay rent**. If a tenant refuses to pay any rent at all, the landlord may be able to evict the tenant.

If a landlord refuses to accept rent when a tenant you attempts to pay only the old rent amount, purchase a money order or use a check and send it to the landlord by certified mail, "return receipt requested." Keep the money order receipt and/or the postal receipts to prove that the tenant paid the rent and that the landlord received it. If a landlord refuses a tenant's certified letter, and it is returned to the post office, a tenant should keep the letter **unopened**, along with the postal receipts that prove the tenant mailed it. This way the tenant will be able to prove in court that he/she attempted to pay the rent and that the landlord refused to accept it.

In addition to raising the rent, the landlord may attempt other increases. Even though a landlord might call them something else, such as "fees" or "assessments," they are rent increases. For example, if a landlord attempts to impose a fee because an additional person moves in or because an appliance such as an air conditioner has been installed, this is a rent increase. Check the terms of the lease. If these increases are not in compliance with the terms of the lease, a tenant may refuse to pay the additional charges.

Utility Shut-offs

No matter who pays for utilities, before utilities are shut off, the tenant should receive a notice from the utility company at least 10 days before the shut-off is scheduled. Also, the utility company must place a 3-day notice (door hanger) on the door before shutting off the utility. It is important to note that after a 10-day notice has been given to a tenant by a utility company, the company has 60 days to turn off the tenant's utility without another 10-day notice.

If the *tenant is responsible* for paying utility service and receives a shut-off notice, payment arrangements should be made with the utility company immediately. If you are on public assistance, you should contact the Department of Public Welfare for heating assistance. You can also contact CAP (Community Action Program) at (717) 299-7301. Even if you heat your home with a source other than gas or electric, there is assistance available through CAP.

If *your landlord is responsible* for paying utility service and the utilities have been shut off, the situation may become more complicated. First, attempt to have the landlord make the necessary payments immediately to restore your service. If the landlord does not make the necessary payments to restore service, you and any other tenants may have to make the payments in order to get the service restored. Any bill you pay to get the service restored can be deducted from your rental payments, as outlined in *Tenant Remedies, page 31*, provided you notify the landlord in writing. You also may be able to have the utility service transferred to your name. But, be careful, you may need to put down a sizable deposit or it may affect your lease. Seek legal counsel as soon as possible if you do this.

If the *utility company* turned off service without prior notice, it has broken the law. Contact the utility company and demand that the service be restored immediately. Ask to speak to the supervisor and write down the name of the person spoken to. If necessary, call the Attorney General's office at (800) 441-2555 to report this illegal shut-off.

Eviction

REASONS WHY EVICTION HAPPENS

1. Non-payment of rent
2. Continual late payment of rent
3. End of lease term
4. Damaging the rental unit beyond normal wear and tear
5. Using the rental unit for purposes not permitted under the rental agreement (e.g., operating a business, allowing unauthorized persons to live with you, engaging in criminal activity, etc.)
6. Keeping a dog, cat, or other animal that is not a service animal when not permitted in the lease
7. Unreasonable noise that disturbs other tenants
8. Failure to keep lawn cut and grounds maintained if the rental agreement provides that you do so
9. Improper storage and/or disposal of garbage so as to attract insects, rodents, etc.
10. Failure to abide by the proper rules and regulations that are either in the lease, attached to the lease, or given at the signing of the lease.

An eviction is the only way a housing provider may force a tenant to leave an apartment or house. Eviction requires a court proceeding. The length of the process will vary depending on the circumstances of the eviction. Eviction is a legal action started by the housing provider of a property in order to force the tenant to move out of the property. An eviction is usually the result of a violation of the lease. If tenant and landlord have a verbal lease, the tenant is entitled to receive a written notice if the landlord/owner seeks eviction. (*See “Eviction Notice Timetables,” page 45.*)

For written leases, the lease may say that the landlord/owner does not have to give any notice at all or may give a specified shorter notice. This is referred to as a “Waiver of Notice.” Check the lease for the amount of notice required.

Order of Eviction Proceedings

If a tenant has not paid his/her rent or has otherwise broken their lease, the landlord may try to evict the tenant from the rental unit. Even if the tenant has special circumstances, he/she is required to adhere to the lease agreement and pay your rent on time. For questions about Magisterial District Judges, *see* “Q & A: Magisterial District Judge Court,” on page 46.

NOTICE TO QUIT

1. A landlord will probably begin by giving a tenant a “Notice to Quit.” The amount of time the landlord is required to give the tenant depends on the lease. Your lease should specify the number of days. The amount of time the landlord must give the tenant before filing with the Magisterial District Judge varies. This paper may be posted on the tenant’s door or the landlord may hand it to an adult on the premises. It **may not** be sent by regular or certified mail.
 - a. **Check the Written Lease:** The lease will say how much notice the landlord must give. If the lease says five days, the tenant should be given five days. The notice must be in writing. The lease may even say that the landlord does not have to give the tenant any prior notice.
 - b. **If there is an Oral Lease:** The landlord must give the tenant a **written** notice. The amount of time he/she gives depends on the reason for the eviction.

COURT HEARING

1. If the tenant has have not moved within the time stated in the eviction notice, the landlord must go to the Magisterial District Judge in order to file a *Landlord/Tenant Complaint*.
 - a. A court hearing is set for seven (7) to fifteen (15) days after the landlord files the complaint.
 - b. The tenant and landlord will receive a “Recovery of Real Property Hearing Notice” and a copy of the complaint from a constable and first-class mail.

2. Anytime before the hearing, the person against whom a complaint has been filed may file a cross-complaint or may assert any other claim against the plaintiff.
 - a. By filing a counterclaim or defendant's complaint, the hearing on both complaints must be held not before seven (7) days, but no later than fifteen (15) days from the filing of the defendant's (tenant's) complaint.
 - b. The defendant's cross-complaint must be served to the plaintiff at least five (5) days before the hearing.
3. Each party is allowed to subpoena witnesses to testify at the hearing.
4. At the hearing, each party may present documents as evidence and testimony of witnesses.
 - a. Items that are allowed are certain bills, estimates, receipts, and statements of accounts which appear to be made in the ordinary course of business; however, these items can be contradicted by the plaintiff (landlord).
5. **Be on time and be prepared with all possible documentation.**
6. If you are unable to attend, you may contact the Magisterial District Judge's office as soon as possible **before the court date** and ask if the hearing can be rescheduled to allow you to attend.
7. If both parties come to an agreement before the court date, plan to attend the hearing anyway, even if someone other than the court tells you that "everything is taken care of." Plan to be there, be on time, and be prepared with as much documentation as possible. Unless you show up and present your case, or your agreement, the Magisterial District Judge could rule against you, and you will lose your case by default.

JUDGMENT

1. After the hearing the Magisterial District Judge will either make a decision that day or within three (3) days. If the Magisterial District Judge grants the landlord possession of the property, the landlord can request an *Order of Possession* on the eleventh (11th) day after the judgment.

ORDER OF POSSESSION

1. If the landlord has obtained an *Order of Possession*, the tenant will be served a notice by a constable.
 - a. The constable's notice will say that the tenant has ten (10) additional days to vacate the dwelling.
 - b. This notice is a **final** deadline to vacate.
 - c. If the tenant does not move by the end of the ten (10) day period at the time and date in the notice, the constable may forcibly remove the tenant and padlock the door to the rental unit.

Tenants are required to remove their belongings upon relinquishing possession of a rental (including at the time of an eviction). Any possessions not removed by a tenant should be held by the landlord. The tenant must notify the landlord within ten (10) days of relinquishing possession and state whether or not he/she intends to retrieve the property. If the tenant does not contact the landlord, the landlord may dispose of the property. If the tenant wishes to retrieve their belongings, the landlord must hold the property for thirty (30) days (within reasonable proximity to the rental unit). For more information, visit www.LHOP.org/fhc.

APPEAL PROCESS

1. There are often two parts to a judge's decision: Possession (eviction) and Money Judgment.
 - a. After the Magisterial District Judge grants a judgment, a tenant or landlord has ten (10) days to appeal the decision in regards to your eviction.
 - b. A tenant or landlord has thirty (30) days to appeal the decision with regard to money judgment.
 - c. If a tenant or landlord decides to appeal a decision by a Magisterial District Judge, he/she will appeal the judgment at the Prothonotary's Office (50 North Duke Street, Lancaster, Pennsylvania, 2nd floor) to pay the monetary judgment plus court costs or three month's rent, whichever is less.
 - d. This money will be placed in an escrow account.
 - e. A tenant will be required to continue to pay monthly rental payment at the Prothonotary's Office, and it will be placed in this escrow account.
 - f. When a tenant files the appeal at the Prothonotary's Office, he/she

REMEMBER

- It is illegal for your landlord to padlock your dwelling without a court order.
- It is unlawful for your landlord to try to lock you out, change the locks, or cut off your heat or water without a court order.

(NOTE)

Rules for rooming houses are different. Rooming houses are treated like hotels. If a tenant rents a room and rent is not paid, the owner may padlock the door.

(NOTE)

As noted above, it takes a landlord at least twenty (20) days after the hearing before the legal lockout can occur. However, a tenant should be in the process of looking for additional housing. If a tenant has not secured a new place to live, he/she may want to stay with family or friends or at a local shelter and store belongings temporarily.

- will need to tell them that he/she wants to appeal the eviction decision and stop the lock-out.
- g. To do this the tenant must file a *supersedeas*.
 - h. If the tenant does not tell the Prothonotary's Office that he/she wants to file the *supersedeas*, he/she will only be appealing the monetary judgment and the lock-out will continue.

Common Occurrences and Questions

The following are common occurrences and questions a tenant may have after he/she receives an eviction notice.

My landlord has threatened to lock me out. Can they do that?

The landlord is not allowed to lock you out of your apartment or house until the twenty-first (21st) day after the hearing decision. The landlord also cannot turn off services (e.g., water, electricity, heat) to the dwelling. If the landlord does this, you will want to present this to the Magisterial District Judge at the hearing.

I admit I owe rent, but I need more time to move.

My situation is special. Does that matter?

You have no right to demand more time in order to find a place to live or to move out your possessions. The responsibilities are the same for all tenants. However, you may ask your landlord to sign an agreement that would allow you to stay longer.

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

You will need to find a place for both you and your belongings. Do not leave your possessions behind. Your landlord is not required to keep them for you, and, in fact, can charge you a storage fee if you leave your possessions behind. However, the landlord cannot hold your possessions until you pay the rent you owe. If you cannot find a place to live, contact family or friends. You can also contact local shelters or transitional housing.

Eviction Notice Timetables

If the reason for eviction is:	A landlord must give a tenant:
LANDLORD/TENANT EVICTION/NON-RENEWAL PROCESS TIMETABLE FOR APARTMENT/HOUSE	
Failure to pay rent	10 Days Notice
Drug conviction	10 Days Notice
Expiration of a month-to-month lease	30 Days Notice
Expiration of a yearly lease or indefinite term	30 Days Notice
Expiration of lease longer than 1 year	30 Days Notice
LANDLORD/TENANT EVICTION PROCESS TIMETABLE FOR MOBILE HOME PARK TENANT	
Lease is for less than 1 year	30 days
Lease is for longer than 1 year	3 months
Failure to pay rent notice between: <ul style="list-style-type: none"> • April 1 – August 31 • September 1 – March 31 	5 days 30 days
LANDLORD/TENANT EVICTION PROCESS TIMETABLE LEGAL PROCEEDINGS	
Magisterial District Judge scheduled hearing	7–15 days after landlord files complaint
Magisterial District Judge will enter judgment at conclusion of the hearing or within	3 days
Order of Possession by Landlord	After the 10 days following the day of judgment
Constable executing the Order of Possession can evict the occupants if they remain on the premise more than	10 days after Service of Order
APPEAL TO COMMON PLEAS	
Judgment affects delivery of possession of residential property, appeal within	10 days after judgment
Judgment is for money, or possession of non-residential property, appeal within	30 days after judgment

REMEMBER

These guidelines are followed only if guidelines for eviction are not stated in the lease or if there is no written lease.

Q & A: Magisterial District Judge Court

What is a Magisterial District Judge?

A Magisterial District Judge is a locally elected official who can decide small civil lawsuits such as landlord-tenant matters.

Do I need an attorney?

No. Attorneys are not required during the hearing. However, if you would prefer to have an attorney present, you may do so.

Should I go to the Magisterial District Judge hearing?

Yes! If you fail to appear at the hearing, a judgment may be entered against you by default. Meaning, if you fail to show up, you lose the hearing and are required to pay the judgment entered against you even if you have paid it before the hearing. Your presence is vital at the hearing, even if someone other than the court says that the hearing was cancelled. Also, the hearing gives you the chance to present your “defense” or “cross-complaint” against the other party. If you cannot go on the scheduled date of the hearing or an emergency arises, call the Magisterial District Judge’s office and ask if the hearing can be rescheduled.

What is a “Defense”?

A defense is your reason(s) why allegations brought against you are not true. A common defense is that a landlord did not give the tenant enough notice to vacate the residence. If a tenant has a written lease, the landlord is required by law to give the tenant notice according to that lease. (*See “Eviction Notice Timetables,” page 45.*) Whatever your defense, you will need documentation and/or witness(es) to prove your defense.

What is a “Cross-Complaint”?

A “Cross-Complaint” is a claim that the other party owes you money. For example, if a tenant paid for repairs (after notifying the landlord that he/she was planning to do so) in order to make the dwelling habitable and the landlord does not reimburse the tenant for the costs, the tenant may file a counterclaim. He/she must file it on a *Civil Complaint Form* at the Magisterial District Judge’s office. There is no fee for filing the “Cross-Complaint,” but the person filing the “Cross-Complaint” will have to pay for the cost of serving the “Cross-Complaint” on the other party.

How should I prepare for my hearing?

If you have a lawyer, he/she should go over the information that will be presented at the hearing. If you do not have an attorney, you should make a sequential outline of the things that happened. Be brief and to the point. Be ready to explain each item of evidence and the actions you took to correct the situation. If you have taken pictures, this is the time to use them. Dress your best and arrive on time for the hearing.

May I object to something a witness is saying?

The tenant or landlord may object if the information presented is not relevant to the situation that the hearing is intended to solve. You may also object to testimony which talks about statements that were made by people who are not at the hearing. This is called “hearsay” and should not be allowed.

What happens after the hearing?

The Magisterial District Judge will make a decision at the hearing or by mail within three (3) days. If the judgment is in the tenant’s favor, the landlord is required to do what the Magisterial District Judge orders. If the judgment is in favor of the landlord, the tenant is required to do what the Magisterial District Judge orders. The landlord may file for an *Order of Possession/Order of Execution* if the tenant is unable to pay the money owed. The tenant or the landlord may file an appeal, which is required to be filed within ten (10) to thirty (30) days depending on the reason for eviction.

Conclusion

Housing discrimination and unfair treatment may not be as blatant as it was many years ago. Therefore, it is important that individuals know their rights and responsibilities. It is unlawful to discriminate against individuals belonging to the following protected classes: Race, Color, Religion, Ancestry, National Origin, Sex, Age (40+), Familial Status, or Handicap/Disability. If you feel that you have been discriminated against as one or more of these protected classes, call the Fair Housing Center at LHOP.

If you are a tenant and feel that your landlord is not abiding by the lease agreement, it is important that you understand your rights as a tenant. Your rights as a tenant depend on your adherence to the responsibilities stated and/or implied in your lease. If you are having financial difficulties **don't wait until the last minute**. Contact your landlord and let them know that there are unforeseen financial problems.

If you are a landlord and would like to attend a fair housing or landlord/tenant rights and responsibilities seminar, contact the Fair Housing Center at LHOP.

Some differences may be settled with the help of a mediation service. The Lancaster County Mediation Service mediates such issues. You may contact them at (717) 293-7231.

The Fair Housing Center at LHOP

123 East King Street

Lancaster, Pennsylvania 17602

Phone: (717) 291-9945, ext. 7

E-mail: info@LHOP.org

Sample Letter

REGARDING SERIOUS PROBLEMS AFFECTING HABITABILITY

Date

Your Address

Landlord's Name

Landlord's Complete Address

Dear {*Enter Landlord's Name*}:

I am writing to you regarding repairs that are needed to the apartment/house (*choose one*) located at {*enter address*} that I am renting from you.

The specific problem(s) that must be repaired are:

Make a list: (*Examples are listed below*)

No hot water

Plumbing problem (*be specific*)

No heat

Ceiling cracking, etc.

These conditions are serious and I consider them to be a breach of your responsibility to keep the premises safe, sanitary, and livable.

I would appreciate it if you would make these repairs as soon as possible. If these conditions are not corrected within a reasonable period of time, I intend to exercise my legal right to reduce the rent, make the repairs myself and deduct it from the rent, or withhold my rental payment(s), etc. (*pick one*)

I would appreciate your prompt attention to this matter.

Sincerely,

Your Signature

Print Your Name

Sample Letter

CONFIRMING REPAIRS NEEDED

Date

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

This letter is to confirm our *{telephone}* conversation on *{date}* in which I informed you that the following repairs are needed in my apartment/house (*choose one*) located at *{address}*.

The specific problem(s) that must be repaired are:

Make a list: (*Examples are listed below*)

No hot water

Plumbing problem (*be specific*)

No heat

Ceiling cracking etc.

You promised the repairs would be completed by *{enter date agreed}*.

Thank you for your cooperation in this matter.

Sincerely,

Your Signature

Print Your Name

Sample Letter

REPAIR AND DEDUCT

Date

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

I am writing regarding repairs that are needed to the apartment/house *(choose one)* located at *{enter address}* that I rent from you

The specific problems that must be repaired are: *(make a list)*.

As you may recall, we discussed these problems on *{enter date of discussion}*. *(Use this line only if it applies.)*

These conditions are serious and I consider them to be a breach of your responsibility to keep the premises in a safe, sanitary, and livable condition.

If these conditions are not corrected in *{enter a number of days}*, I intend to exercise my legal right to make the necessary repairs and deduct the cost from my rental payment.

I would appreciate your prompt attention to this matter.

Sincerely,

Your Signature

Print Your Name

Sample Letter

WITHHOLDING SOME RENT

Date

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

I am writing regarding repairs that are needed to the apartment/house (*choose one*) located at *{enter address}* that I rent from you.

The specific problems that must be repaired are: (*make a list*).

As you may recall, we discussed these problems on *{enter date of discussion}*. (*Use this line only if it applies.*)

These conditions are serious and I consider them to be a breach of your responsibility to keep the premises in a safe, sanitary, and livable condition.

If these conditions are not corrected in *{enter a number of days}*, I intend to exercise my legal right to withhold some or all of my monthly rent payment until these items are corrected.

I would appreciate your prompt attention to this matter.

Sincerely,

Your Signature

Print Your Name

Sample Letter

BREAKING LEASE FOR LIVABILITY REASONS—FIRST LETTER

Date

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

I am writing regarding repairs that are needed to the apartment/house *(choose one)* located at *{enter address}* that I rent from you.

The specific problems that must be repaired are: *(make a list)*.

These conditions are serious and I consider them to be a breach of your responsibility to keep the premises in a safe, sanitary, and livable condition.

If these conditions are not corrected in *{enter a number of days}*, I intend to exercise my legal rights to vacate the premises.

Sincerely,

Your Signature

Print Your Name

Sample Letter

BREAKING LEASE FOR LIVABILITY REASONS—SECOND LETTER

Date

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

This is to advise you that I will vacate my apartment/house (*choose one*) located at *{enter address}* on *{enter date}*.

My forwarding address is *{enter new address}*. Please return my security deposit to the above address within the legal time limit of 30 days after I have vacated your property.

Sincerely,

Your Signature

Print Your Name

Sample Letter

NOTICE TO VACATE

Date

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

Pursuant to 62 P.S. §250-512(e), I am providing you with the following forwarding address in writing:

*{Enter Name
Street Address
City/State/Zip}*

My lease terminates on *{enter date}*. I will be available for a final inspection of the unit at your convenience during the last week of *{enter date}*. Please contact me to arrange a time for the inspection.

Please forward my full deposit or a list of any damages claimed to be due with a refund of the balance of my security deposit together with accrued interest to the above address within the legal time limit of 30 days.

Sincerely,

Your Signature

Print Your Name

Sample Letter

NOTICE TO QUIT

Date of Notice to Quit:

Landlord's Name:

Name of Tenant:

Date of Lease:

Leased Premises:

Dear *{Enter Tenant's Name}*:

You have violated the lease when you:

{enter breach of lease here}

*Examples: –Did not make rental payments for the months of: June 2007,
July 2007.*

–Allowed a pet to live in your apartment when there is a no-pet policy.

*–Failed to maintain a clean leased premise, despite numerous warnings
to clean the property.*

Because you have not made your rental payments, you must leave the leased premises within *{enter number of days}*.

If you do not leave the leased premises and give possession of the leased premises to landlord within *{enter number of days}*, the landlord will begin a lawsuit in court to have you removed from the leased premises.

Landlord's Signature _____

Sample Letter

TENANT REASONABLE ACCOMMODATION REQUEST

Date

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

I live at *{enter address}*. I *(or a member of my household)* am a person with a disability.

Because of this disability, a doctor has prescribed a service animal to assist with daily living.

I understand that our building's rules state a no-pet policy. However, I am requesting that you make a reasonable accommodation in the building's rules to permit a service animal in my apartment.

Please respond in writing to my request for a reasonable accommodation within a week. I look forward to your response and appreciate your attention to this matter.

Sincerely,

Your Signature

Print Your Name

Sample Letter

LANDLORD RESPONSE TO REASONABLE ACCOMMODATION REQUEST

Date

Your Address

Tenant's Name

Tenant's Address

Dear *{Enter Tenant's Name}*:

I have received your request for a reasonable accommodation, specifically *{insert the specific request}*, together with your healthcare provider's letter documenting the disability and need for the accommodation. We will provide the requested accommodation as follows: *{insert how accommodation will be provided}*.

Sincerely,

Your Signature

Print Your Name

PENNSYLVANIA 2-1-1 EAST IS YOUR COMMUNITY HELP LINE



DIAL 2-1-1. FIND HELP. GET CONNECTED.

2-1-1 connects you to information about:

Aging Services	Health Services
Child & Youth Services	Parenting
Counseling	Support Groups
Education/Training	Substance Abuse
Food/Shelter/Clothing	Volunteer Opportunities

And Much More!

**Free, confidential information
and referral available 24/7:**

Phone: 2-1-1 or 717-291-5462

Web: www.pa211east.org

Email: 211@uwlanc.org





Lancaster Housing
Opportunity Partnership

*Better Housing for
a Brighter Future*

123 East King Street, Lancaster, PA 17602
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