

## **What If Back Rent Is Still Owed?**

Even if the term of the lease has expired and the tenant's security deposit has been taken, the tenant remains responsible for any back rent or damages that are still owed to the landlord. The landlord can use further legal process to collect what is owed. If legal action is taken by the landlord, the tenant could lose property, including money in banks and motor vehicles.

## **Where Can I Find a Lawyer?**

Contact the Pennsylvania Lawyer Referral Service toll free at 800-692-7375. Most counties have this same service at the local level. Check your Yellow Pages under "attorneys" for more details.

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# Renting a Home

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A written lease should include:

- names and addresses of both the tenant and the landlord (the person who owns the property);
- term (length of time) of the lease;
- rent amount and payment terms;
- amount of security deposit;
- renewal terms;
- notice required to end the lease;
- person responsible for paying utility bills and other expenses; and
- duties of both the tenant and the landlord in relation to the property, such as who is responsible for repairs.
- grace period and penalty for late payments

It is very important that you read and understand a lease completely BEFORE you sign it. Do not sign unless you agree with all the provisions. Once signed it becomes a binding written contract.

## **What Is a Residential Lease?**

A lease is an agreement between a landlord and a tenant concerning the rights and duties of each. In the agreement, the landlord gives temporary possession of an apartment, house or property to the tenant in exchange for rent, which is usually money, but can be property or services, given to the landlord by the tenant. In the residential lease, the tenant has both the use and possession of the property for the term of the lease.

Please note that different laws may apply to manufactured home residents in manufactured home communities.

a written lease, the parties to it may disagree about the terms and conditions. If a lease is for a period of more than three years, it must be in writing.

## **Does a Written Lease Have to Be in a Special Form?**

No, but it does have to be written in "plain language." Pennsylvania law requires that all written residential leases be easy to read and understand. For example, there can be no "fine print" and simple, everyday words must be used throughout the document. When the lease says that a tenant is to give up certain legal rights, the language used must clearly state what rights are being given up and what could happen to the tenant as a result.

It is a violation of the law for a landlord to require a tenant to sign a lease that does not conform to the plain language law. However,

## **Is an Oral Agreement Effective?**

Yes. An oral agreement is valid in Pennsylvania if it is a typical residential lease and is for less than a three-year term. However, it is usually better to have a lease in writing. Without

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## Consumer Legal Information



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by the

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if a tenant does sign a residential lease that is not in plain language, the lease is still effective and the tenant must still abide by all the agreements in the lease. If this happens, the tenant may have the right to bring a suit in court against the landlord for special damages or to prevent enforcement of any provision not written in plain language.

## **What Is a Security Deposit?**

A security deposit is a sum of money given to the landlord, usually before a tenant moves in, to provide a fund for the landlord to pay for damages that may occur during the time of the lease or for unpaid rent and late fees.

## **Can a Security Deposit Be Required?**

Yes. A landlord has the option of requiring a security deposit.

## **Are There Rules for the Collection, Administration and Return of the Tenant's Security Deposit?**

During the first year of a lease, the deposit cannot exceed the amount of two month's rent. During the second and subsequent years, it cannot exceed one month's rent. During the third and subsequent years, the landlord must deposit all sums over \$100 in a special interest-bearing account and annually pay to the tenant a portion of the interest earned on that account.

When the lease term ends or the tenant returns possession of the property to the landlord, the tenant should provide a forwarding address in writing. Within 30 days after the end of the lease or within 30 days

from the time the property is returned to the landlord, whichever comes first, the landlord must either return the entire deposit or send the tenant an itemized list of damages and deductions from the deposit, together with the balance, if any.

If the landlord does not provide such a list or does not return the appropriate deposit, the tenant has certain rights, including the right to file suit against the landlord for up to double the amount of the deposit. If the tenant receives a list of damages and believes the list is wrong, the tenant may also be able to sue the landlord. For more information on filing suit before a magisterial district judge, contact the Pennsylvania Bar Association for the pamphlet "Bringing Suit Before a Magisterial District Judge."

## **Are There Restrictions on Rent Increases?**

Unless the rental unit is under a special government program or subject to governmental rent control, the amount of rent is not limited. A landlord may increase the amount of rent at the expiration of the term of the lease. While the amount of notice required is not specified by law, the landlord should give at least 30 days notice of any increase in rent, or as the lease provides.

## **What If the Landlord Doesn't Make Repairs?**

Most written leases specify who is obligated to make ordinary repairs. If you sign a written lease, read it carefully. Quite often it will state that the tenant is responsible for ordinary repairs up to a given dollar amount.

However, under Pennsylvania law, every residential lease includes the landlord's

implied warranty of habitability (livability), which is part of the agreement even if it is not included in writing. This means that, if the rental property needs extensive repairs or is unsafe, the tenant must notify the landlord and the landlord is obligated to repair the condition so that the property is habitable.

If the landlord does not make the repairs within a reasonable amount of time, there are specific rules about what the tenant may do. The tenant may be able to pursue several actions, including moving, repairing the defect and deducting the cost from rent payments, or getting a court to order the landlord to repair the defects. The tenant should consult an attorney before deciding which of these actions is appropriate, if any. The tenant should also keep records of contacts with the landlord about these problems.

## **Can a Tenant Break a Lease?**

If there is a month-to-month lease, either the landlord or the tenant can terminate the lease at the end of a monthly period. Even if the lease does not require it, the tenant should give the landlord at least 30 days written notice of moving.

If there is a written lease, the lease itself usually states the amount of notice the tenant must give the landlord before leaving. If the tenant moves out before the lease expires or without proper notice, the tenant is legally liable for paying the remaining rent due under the entire term of the lease.

## **How Can a Tenant Be Evicted?**

If the lease term ends or a tenant breaks the lease agreement, the landlord can evict if the tenant does not move voluntarily. However, while the tenant is in possession of the property, the landlord does not have the right to

change the locks, move the tenant's belongings from the leased property, or turn off the utilities to force the tenant out of the leased property. The landlord must go to court and use legal process.

In the absence of some other agreement between the parties, the landlord must give the tenant a written eviction notice. If the eviction is for failure to pay rent after demand, the notice must be at least 10 days. If the eviction is for any other reason, it must be 15 days for a lease of a year or less or 30 days for a lease of more than a year.

If the eviction is solely for nonpayment of rent, the tenant can avoid an eviction by paying the rent owed, court costs and late fees at any time before the eviction actually takes place.

## **Does a Tenant Have To Pay Rent If an Eviction Notice Is Received?**

In general, as long as a tenant remains in the apartment or house, rent must be paid to the landlord, even if an eviction notice has been received.

## **What If an Eviction Order Is Entered?**

The tenant has the right to file an appeal, but must do so within 10 days of the date of the magisterial district judge judgment. If the tenant wants to remain in the home during the time of the appeal, the tenant must also pay either three month's rent or the amount of rent the magisterial district judge finds due, whichever is less, plus ongoing rent during the appeal. A tenant who is a victim of domestic violence may only have to pay ongoing rent. A tenant who wants to file an appeal should consult an attorney.