

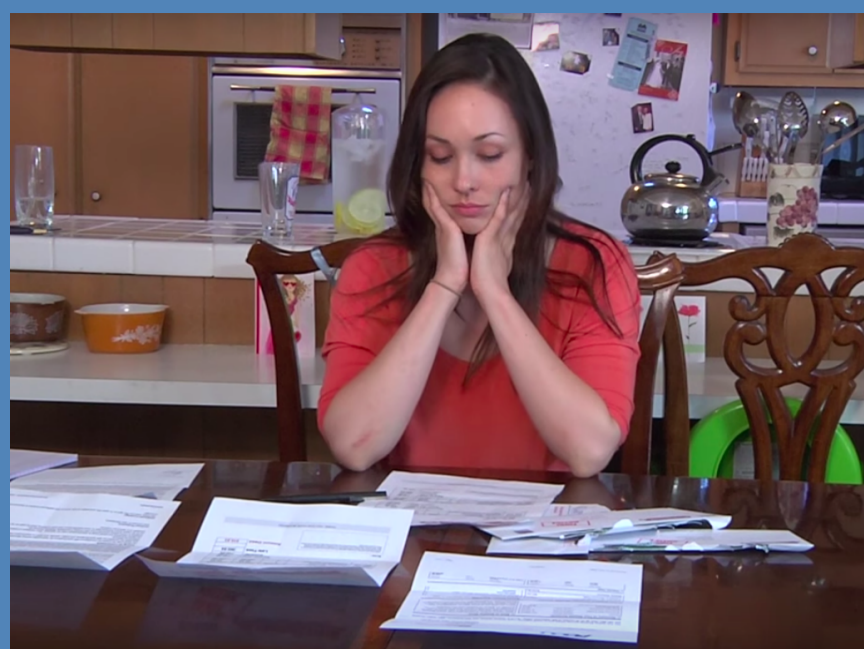
The Eviction Process in Western Pennsylvania

This guide provides a general walkthrough of how a Tenant can be removed from their private rental home through a court eviction process.

This overview is a 'worst case scenario' for the Tenant, in which they are not able to stop the eviction at any of the phases.

It **does not cover all situations**, including:

- if the lease has a 'Notice Waiver',
- if the Tenant is in public housing (not private),
- if the Tenant and Landlord work out a settlement or use a diversion program, to end the case,
- if the Tenant is able to stop the process by fixing the violation (e.g., paying back rent), or successfully defending themselves in court.



1. Problem

The Tenant violates the lease, or the lease comes to an end.

This violation may be that the Tenant hasn't paid rent on time, or has acted in a way that 'materially' violates the lease.

Or there could be no violation — but the lease has ended, or the landlord wants to end the lease & remove the Tenant.



2. Notice

The Landlord gives a notice warning of a possible eviction.

The Notice informs the Tenant of what they can do to fix the situation (like how much rent to pay by what date, or when they have to leave by) in order to avoid an eviction lawsuit. For non-payment of rent, it gives the Tenant a 10 day window (*unless the Lease has a different rule*).



3. Lawsuit

The Landlord files a lawsuit against the Tenant.

If the Tenant has not fixed the situation or left the home by the Notice's date, the Landlord can sue the Tenant in a Magisterial District Court. They must have the Tenant 'served' with the lawsuit by a 3rd party. The tenant can raise counterclaims against the Landlord.



4. Hearing

The Court holds a hearing to make a judgment on the case.

The Tenant and Landlord (if they both appear) can present their claims, evidence, and witnesses.

The Magistrate will rule on the issues: whether the Tenant must leave, who owes what money, and other claims.



5. Order

The Court may rule that the Landlord can evict the Tenant.

The magistrate can issue a judgment for the Landlord. The Tenant has 10 days to appeal. If they don't, the Landlord can then get an Order for Possession, that they can take to the Sheriff. The Sheriff gives the Tenant notice that they have 10 days (minimum) before a set-out occurs.



6. Set-Out

The Sheriff physically removes the Tenant from the home.

If the Tenant has not left the home by the set-out date, then the Sheriff can then forcibly remove the tenant and their possessions from the home.

Or, the Tenant may pay all the rent owed by the set-out date to stop the eviction.

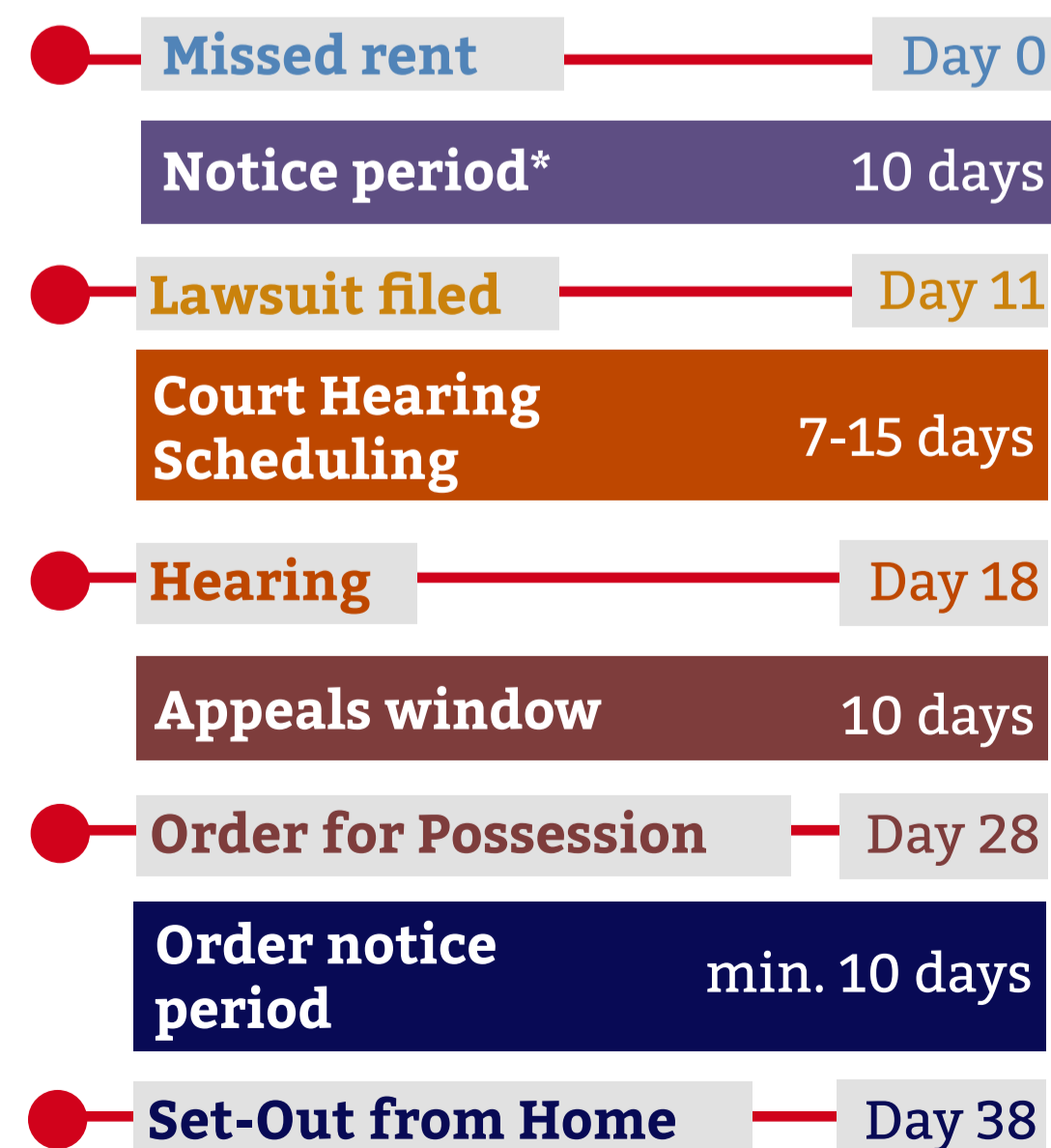


7. Money

The Landlord tries to recover money from the Tenant.

If the court ruled that the Tenant owes the Landlord money, the Landlord can try to collect it by retaining the Tenant's security deposit, getting an order to garnish their wages, or selling their property and keeping the proceeds.

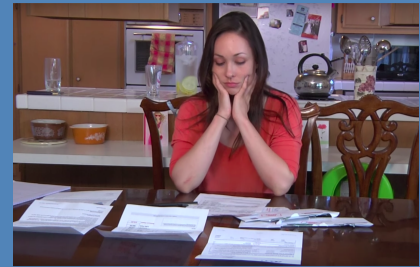
How quickly could a Tenant be evicted from their home for not paying rent?



* Many PA leases have a 'Notice Waiver' that takes this 10-day Notice period away. In that case, an eviction can happen by Day 28.

The Eviction Process in Western Pennsylvania

Phase 1: A Problem arises between the Landlord and the Tenant.



1. Problem

The Tenant has a problem, like not paying rent, violating the lease, or the lease ending.

2. Notice

The Landlord gives a notice warning of a possible eviction.

3. Lawsuit

The Landlord files a lawsuit against the Tenant.

4. Hearing

The Court holds a hearing to make a judgment on the case.

5. Order

The Court may rule that the Landlord can evict the Tenant, and collect money.

6. Set-Out

The Sheriff may physically remove the Tenant from the home.

7. Money

The Landlord or Tenant may try to recover money from each other.

What are some problem situations that can lead to an eviction?

- **Non-Payment of Rent:** The Tenant has not paid all of their rent by the due date on the lease.
- **Lease Violations:** The Tenant has violated “material conditions” of the lease agreement. Check with a lawyer if you’re not sure what kind of violation is “material”.
- **End of the Lease:** The lease is over and doesn't automatically renew, and the Tenant hasn't left the home yet.
- **Landlord's Other Reasons:** The Landlord has decided they don't want the Tenant to live in the home any longer. The Landlord can try to remove the Tenant for any reason.
 - For Tenants who are in Low Income Housing Tax Credit properties, the Landlord can only evict them for 'Just Cause' at the end of the lease. The Landlord can only evict them if the lease has ended and there is a violation of the lease or non-payment of rent.

How can the eviction process be stopped at this phase?

The Tenant can resolve the issue that the Landlord has raised, for example by

- Paying the rent owed to the landlord, or
- Stopping the behavior that violates the lease (like having a pet or extra guests in the home), or
- Leaving the home at the end of the lease.

Or, the Tenant and the Landlord can seek out help to resolve their dispute. This could be by bringing in an outsider to help them come up with a plan to solve the problem, or by finding a group that can help pay for back-rent the Tenant owes. Some resources to consider are:

- **A Mediator** who can listen to both sides' stories and work with them to make a plan moving forward, including a payment plan, that both parties agree to. Some courts or government offices offer mediation help for free.
- **A Legal Aid organization** that can provide advice to one or both sides about what their rights are, and how to make a plan that will prevent the eviction.
- **A Rental Assistance organization** that can help the Tenant pay any back-rent owed to the Landlord. This might be in exchange for an agreement with the Landlord that they will not sue the Tenant for an eviction.

Get Help

Reach out as soon as possible to find legal & financial help for housing problems

Legal Aid: <https://palegalaid.net/legal-aid-providers-in-pa>, (800) 322-7572

Neighborhood Legal Services, <http://nlsa.org>, (412) 255-6700,

Regional Housing Legal Services, <https://www.rhls.org/>, (412) 201-4301

Community Justice Project, <https://www.communityjusticeproject.org>, 866-482-3076

Mediation: Just Mediation Pittsburgh, <http://www.justmediationpgh.org> (412) 228-0730

Financial Help: United Way, <http://www.pa211sw.org>, Call 2-1-1 or (888) 856-2773

New Housing: PA Housing Search, <http://www.pahousingsearch.com>, (877) 428-8844

The Eviction Process in Western Pennsylvania

Phase 2: The Landlord gives the Tenant a 'Notice to Quit' warning them of eviction.

1. Problem

The Tenant has a problem, like not paying rent, violating the lease, or the lease ending.



2. Notice

The Landlord gives a notice that warns of a possible eviction.

3. Lawsuit

The Landlord files a lawsuit against the Tenant.

4. Hearing

The Court holds a hearing to make a judgment on the case.

5. Order

The Court may rule that the Landlord can evict the Tenant, and collect money.

6. Set-Out

The Sheriff may physically remove the Tenant from the home.

7. Money

The Landlord or Tenant may try to recover money from each other.

What is a Notice to Quit? What must a Landlord do to make it legally valid?

The Landlord must give the Tenant a legally correct 'Notice to Quit' before they can sue the Tenant for eviction, or force them to leave the home.

Please note: Many leases in Pennsylvania may have a "Waiver of Notice" clause. This means that the landlord doesn't have to give any Notice to Quit to the Tenant, but can directly sue them in court to remove them from the home without waiting.

Is the Notice to Quit valid?

- **What it contains:** It must give the reason for the eviction.
- **Who serves the notice to the Tenant:** It must be delivered by a person who is at least 18 years old. It can be the Landlord themselves giving the notice.
- **How it is served:** It must be given directly to the Tenant or posted in a noticeable place, like on the building the Tenant is renting, a front gate, a door, or a common area where the Tenant will be sure to see it. If it is put in a hidden place or in a mailbox — then it might not be valid.
- **If the Notice is not valid or served correctly:** Then the Tenant can raise this as a defense at the court hearing (if the landlord sues them). The judge then may dismiss the case, and the landlord will have to start all over again — by filing a new notice correctly and then a new lawsuit.

How much time must a Landlord give a Tenant, before they can file an eviction lawsuit?

The Notice to Quit period is different depending on the situation.

- **If the Lease has a 'Waiver of Notice' clause:** The Landlord does not have to give any notice to the Tenant. They can immediately sue them for eviction with **0 days** warning.
- **For Non-Payment of Rent:** The Landlord must give the Tenant at least **10 days** in the Notice period to fix the problem by paying the rent, before they can file a lawsuit.
- **For Behavior around Illegal Drugs:** The Landlord must give the Tenant at least **10 days** notice.
- **For a Lease Expiring, or a Violation of the Lease, for renters of less than 1 year:** The Landlord must give the Tenant **15 days** to fix the problem or leave the home — if the Tenant has lived in the home for less than 1 year.
- **For a Lease Expiring, or a Violation of the Lease, for renters of more than 1 year:** The Landlord must give them **30 days** to fix the problem or leave the home, before filing a lawsuit.

How can a Tenant respond to a Notice?

Can they stop the eviction?

If they get a Notice to Quit, the Tenant should meet with a lawyer. They can check to see if they have a legal defense to the eviction, and consider whether mediation may resolve the problem. The lawyer can help the Tenant understand their best strategies, including:

- **Stops Violation or Leaves:** If the Tenant stops the lease violation or leaves the home within the 15- or 30-day period, then the notice is void, and the eviction process stops.
- **Pays in Full:** If the Tenant pays the back-rent within the 10 day notice period, then the notice is void and the eviction process stops. The Tenant can choose to move out or stay in the home.
- **Moves Out without Paying in Full:** If the Tenant does not pay the rent but moves out within the notice period, the Landlord might move forward with a lawsuit to recover money, but not for eviction. The Landlord can use the Tenant's security deposit to cover the unpaid rent, or may try to use other court procedures to recover back rent or other fees. This could include suing the Tenant to recover the owed money in the form of money (called 'assumpsit') or through personal property (called 'distress').
- **Stays without Paying in Full:** If the Tenant does not pay the rent or move out within the notice period, then the Landlord can file an eviction lawsuit in the court to remove them.

The Eviction Process in Western Pennsylvania

Phase 3: The Landlord sues the Tenant to evict them and collect money.

1. Problem

The Tenant has a problem, like not paying rent, violating the lease, or the lease ending.

2. Notice

The Landlord gives a notice warning of a possible eviction.



3. Lawsuit

The Landlord files a Lawsuit against the Tenant for eviction.

4. Hearing

The Court holds a hearing to make a judgment on the case.

5. Order

The Court may rule that the Landlord can evict the Tenant, and collect money.

6. Set-Out

The Sheriff may physically remove the Tenant from the home.

7. Money

The Landlord or Tenant may try to recover money from each other.

**How does a Landlord file a lawsuit?
When will the Tenant know about it?**

After the Notice to Quit period ends and the Tenant has not fixed the problem or left the home, then the Landlord can choose to file an 'Unlawful Detainer' lawsuit against them to evict them.

- 1. Landlord Files the Lawsuit:** The Landlord files a complaint at the Magisterial District Court, for "recovery of possession of real property". They fill in their basic information, and a short description of their situation and why they want to evict the Tenant. They must pay typically between \$100 to \$150 for filing, as well as service fees.
- 2. Court Schedules a Hearing:** The court receives the complaint and schedules a hearing for 7 to 15 days after the Landlord's filing. This may be postponed if either the Landlord or Tenant requests, and the court approves it.
- 3. Landlord Ensures the Tenant is Served:** The Landlord (as the plaintiff) must ensure that the Tenant is served with the lawsuit. This must be done not by the Landlord themselves, but by a 3rd party (typically a constable or sheriff), through the mail, in person, or by posting the documents conspicuously at the home property.
- 4. The Court Notifies the Tenant about Hearing:** The court sends the complaint in the mail to the Tenant along with a summons to the hearing, with its date and time.
 - This means that the Tenant should receive a copy of the eviction complaint both in the mail — and by being served personally or having it posted on their property.

How can the Tenant respond to the lawsuit?

Once the Tenant receives the lawsuit paperwork, they should begin preparing how to defend themselves. They should seek out legal help, and consider whether they want to raise any claims against the Landlord:

- **Get Legal Help.** Any Tenant who has been sued should reach out to for a lawyer to assist them. Some may qualify for a free lawyer from a local legal aid group. Call (800) 322-7572 to see if a lawyer can give either brief assistance (giving one-time advice on your options) or full representation (being your lawyer, giving advice, and coming to the hearing with you).
- **Gather Evidence and Witnesses.** The Tenant should gather any photos, paperwork, and witnesses that they can bring to the court hearing, to support their side of the story. This could include receipts for rent and other housing expenses, copies of letters or texts between them, or proof of damages in the home or the lack of repairs.
- **Optional: File a Counter-Claim against the Landlord.** The Tenant can sue the Landlord if they believe the Landlord owes them money, has violated their lease, or has broken the law. The Tenant may file a counter-claim or cross-complaint against the Landlord before the hearing date. In this filing, they can ask for expenses they've had because of the Landlord, or raise other legal issues with the landlord to be discussed at the hearing.
 - The court will likely reschedule the hearing, to a new date that is 7-15 days after the tenant's filing. The Landlord's and the Tenant's complaints will be heard together at that hearing.
 - The Tenant must ensure the Landlord is served with the cross-complaint at least 5 days before the hearing. Like described above, they must have a 3rd party (like a Sheriff or Constable) serve the Landlord with the lawsuit papers, or send it through the mail to them.
- **Optional: Seek Mediation.** The Tenant can seek out help from a mediator to work out a plan with the Landlord, and end the court case before the hearing. A mediator can listen to both sides' stories and work with them to make a payment and rent plan, that both parties agree to. Some courts or government offices offer mediation help for free.
 - You can reach out for help to the group Just Mediation Pittsburgh at (412) 228-0730, or <http://www.justmediationpgh.org>

The Eviction Process in Western Pennsylvania

Phase 4: The Court holds a hearing for the judge to decide on the case.

1. Problem

The Tenant has a problem, like not paying rent, violating the lease, or the lease ending.

2. Notice

The Landlord gives a notice warning of a possible eviction.

3. Lawsuit

The Landlord files a lawsuit against the Tenant.



4. Hearing

The Court holds a hearing to make a judgment on the case.

5. Order

The Court may rule that the Landlord can evict the Tenant, and collect money.

6. Set-Out

The Sheriff may physically remove the Tenant from the home.

7. Money

The Landlord or Tenant may try to recover money from each other.

What will happen at the eviction hearing?

If both the Tenant and the Landlord come to court for the hearing, then they may settle the case before going in front of the judge, or they may go to the hearing and present their story, evidence, and witnesses at the hearing and have the judge make a decision.

- 1. Optional: Settling the Case:** Anytime before the hearing begins, the Landlord and Tenant can agree to settle the case on their own, or with the help of a mediator or lawyers. To do this, make sure both sides agree to the same conditions, write down the agreement on paper, have both sides sign it, and let the judge know the settlement has been reached and the case is over.
- 2. Going to the Hearing:** If the two sides can't reach a settlement agreement, then they can go before the judge to present their claims and defenses. At the hearing, each side will have a turn to give testimony, bring witnesses, show evidence, ask questions of the other side, and discuss the claims and counterclaims that have been raised.
 - *Hearings Go Quickly:* The judge will likely keep the hearing very short, so you have to have any evidence or witnesses prepared, and be ready for the judge's questions.
 - *Language Help:* If the Tenant rents through the Housing Choice Voucher Program, the Landlord must provide an interpreter as needed to address limited English proficiency. Otherwise, the Tenant should ask bring someone to help translate for them.
- 3. The Judge's Decision:** Typically, after each side has presented their claims, defenses, and evidence, then the judge will make a decision about:
 - The eviction (whether the Landlord can force the Tenant to leave the home), and
 - The money payments (who owes whom how much money).

What happens if the Tenant or Landlord doesn't come to the hearing?

The eviction hearing will be different, depending on whether the Landlord and the Tenant come to it — or if they do not come.

- **If the Landlord does not come to the hearing:** The judge can either dismiss the case without prejudice (and the Landlord can file it again later) or can delay (or "continue") the hearing to a later date.
- **If the Tenant does not come to the hearing:** The Landlord must still present their complaint and supporting evidence. The court can rule that the Landlord wins 'by default' and enter a default judgment that the Tenant can be evicted. The eviction process continues.
 - The default judgment typically means that the court will agree with the Landlord, to remove the Tenant from their home and to have the Tenant pay the Landlord any money that the Landlord claims that they owe.
 - You should try as hard as possible to come to the hearing to stop a default judgment from being entered against you. Even if you believe you will lose the case, if you come to the hearing you can tell your side of the story, see if the other side will settle with you, and defend yourself against claims that you owe them money.

Get
Help

Legal Aid: <https://palegalaid.net/legal-aid-providers-in-pa>, (800) 322-7572

Neighborhood Legal Services, <http://nlsa.org>, (412) 255-6700

Regional Housing Legal Services, <https://www.rhls.org/>, (412) 201-4301

Community Justice Project, <https://www.communityjusticeproject.org>, 866-482-3076

Mediation: Just Mediation Pittsburgh, <http://www.justmediationpgh.org> (412) 228-0730

Financial Help: United Way, <http://www.pa211sw.org>, Call 2-1-1 or (888) 856-2773

The Eviction Process in Western Pennsylvania

Phase 5: The Judge issues an order about the eviction and money owed.

1. Problem

The Tenant has a problem, like not paying rent, violating the lease, or the lease ending.

2. Notice

The Landlord gives a notice warning of a possible eviction.

3. Lawsuit

The Landlord files a lawsuit against the Tenant.

4. Hearing

The Court holds a hearing to make a judgment on the case.



5. Order

The Court may rule that the Landlord can evict the Tenant, and collect money.

6. Set-Out

The Sheriff may physically remove the Tenant from the home.

7. Money

The Landlord or Tenant may try to recover money from each other.

What may the judge order after the hearing?

The judge will make a ruling, immediately at the hearing or within 3 days. This order (which will be written down as a 'Notice of Judgment') may be about the eviction and money owed:

- 1. Eviction Judgment: Does the Tenant have to leave the home?** The judge can order that:
 - The Tenant must move out, and gives the landlord an Order of Possession.
 - The Tenant can pay rent to stay in the home, or
 - The Tenant can stay without any conditions.
- 2. Money Judgment A: Does the Tenant have to pay the Landlord any money?** The judge can order how much money the Tenant must pay the Landlord. The money order might include:
 - Rent that tenant may still owe the landlord
 - Financial damages that tenant owes landlord for staying in the home when not entitled to (unjust detention)
 - Money to cover physical damages to the home
 - Costs of the court proceeding
 - Whether the security deposit covers the money owed, or if the Tenant owes more
- 3. Money Judgment B: Does the Landlord have to pay the Tenant any money?** The judge can order how much the Landlord must pay the Tenant. The order might include:
 - Reimbursements for costs the Tenant had spent on living conditions or repairs
 - The amount of the security deposit the Landlord must return
 - Other costs that the Tenant raised in their counter-claims at the hearing

Can you appeal the judge's order?

If the Tenant or Landlord disagree with the judge's decision, they can appeal it **within 30 days**. They must file an appeal with the Court of Common Pleas to review the Magisterial District Court judge's order. Get help from a lawyer to understand if filing an appeal is a good option.

- If the Tenant wants to stop the eviction, they have **only 10 days to appeal** after the judge's order. After that, the Landlord can get the 'Order for Possession' from the court, and give it to a Sheriff for them to set the Tenant out.
- If the Tenant files an appeal, they can stay in their homes while the appeal is being processed. The Tenant must still pay rent, but it should go into an escrow account rather than directly to the landlord.
- When the appeal is filed, the Tenant is required to give the court the amount of back-rent they owe or 3 months of rent (whichever amount is less).
 - If the Tenant can't afford this amount, they must file an affidavit with the court, stating that they are an eligible low-income tenant and do not have the financial ability to pay the required amount for escrow.
 - If the rent has been paid in the month of the appeal, the Tenant doesn't have to pay rent into the escrow account until 30 days after the appeal and each 30 days thereafter for the amount of the rent. If the rent has not been paid in the month of the appeal, 1/3 of the rent is due when the Tenant files the appeal and the remaining two-thirds are due 20 days after the appeal, and the full rent is due 30 days after the appeal and each 30 days afterwards.
 - Low income tenants who are eligible don't have to pay the court filing fees.

The Eviction Process in Western Pennsylvania

Phase 6: Law enforcement can set out (physically remove) the Tenant from their home.

1. Problem

The Tenant has a problem, like not paying rent, violating the lease, or the lease ending.

2. Notice

The Landlord gives a notice warning of a possible eviction.

3. Lawsuit

The Landlord files a lawsuit against the Tenant.

4. Hearing

The Court holds a hearing to make a judgment on the case.

5. Order

The Court may rule that the Landlord can evict the Tenant, and collect money.

6. Set Out

The Sheriff may physically remove the Tenant from the home.

7. Money

The Landlord or Tenant may try to recover money from each other.

What happens when a landlord has a Sheriff set the Tenant out?

If the judge has ruled that the Landlord can evict the Tenant, then after a short warning period they can request that the Sheriff set the Tenant out, physically removing them from the home.

***Please note:** The Landlord cannot remove the Tenant themselves, change the locks, remove their possessions, or turn off utilities. These actions are all illegal.

- 1. The Landlord requests Order for Possession from court:** 10 days after the judge's order, the Landlord can go back to the court to get the Order for Possession. They can then bring this to the local sheriff, who will then be responsible for the eviction.
- 2. The Sheriff gives the Tenant warning notice.** Once the Sheriff has the Order for Possession, they will serve the Tenant with it. This will tell the Tenant the date they must leave the home by. It must be at least 10 days after the day the Sheriff delivers the warning notice.
- 3. The Sheriff removes the Tenant and their possessions.** If the Tenant has not left the home by the date set on the Order for Possession, then the Sheriff can come to the home, force the Tenant to leave it, remove all of the property from the home, and change the locks.
- 4. The Tenant can try to recover their possessions.** The Sheriff might leave the property on the side of the road, or with a storage company. The Tenant must pay the storage company any fees to get the property back. The storage company may also sell the things to pay these fees. The Landlord cannot keep the property or sell it (even to recover money the Tenant owes them).

What can the Tenant do to stop the Set Out?

The Tenant can stop the Set Out by either addressing the problem or filing an appeal with the court.

- **Paying all Money Owed:** If the eviction is for non-payment of rent, the Tenant may pay back the rent they owe the Landlord — as well as any other costs (like court costs) that were in the judge's order. If the Tenant pays all this money, this will stop the eviction process and stop the Set Out.
- **Work out a Payment Agreement:** The Tenant and the Landlord can negotiate an agreement on a new payment plan or amount, to keep the Tenant in the home. Be sure to get this agreement in writing. This can stop the Set Out (through the Landlord might still request a Set Out later on).
- **Leaving the Home On Their Own:** The Tenant can leave the home, move all their possessions out, and return the keys to their Landlord. This will be instead of a Set Out.
- **Filing an Appeal:** If the Tenant appeals the judge's eviction order to the Court of Common Pleas, they cannot be set out from their home while waiting to hear from the court about the appeal. This will delay the Set Out.

How can a Tenant recover their property after leaving?

After a Set Out, or after leaving the home on their own, the Tenant might need to get their furniture and possessions back. They have a few options to do so:

- **Request within 10 days:** The Tenant has 10 days after leaving the home to contact the landlord in writing, to let them know they intend to get their property from the home.
- **Take Property within 30 days:** After the Tenant has made this written request, they have 30 days from the Set Out date to take their personal property from the home.
- **Landlord Obligation:** If the Tenant moves out on their own and left things behind, the Landlord must send them a written notice informing them to come retrieve their property.
- **Fees after 10 Days:** If the Tenant doesn't return to take their property within 10 days of the Landlord's notice or after the eviction, then the Landlord can charge them fees for storing the things.

The Eviction Process in Western Pennsylvania

Phase 7: The Landlord or the Tenant can use the court order to collect money from the other.

1. Problem

The Tenant has a problem, like not paying rent, violating the lease, or the lease ending.

2. Notice

The Landlord gives a notice warning of a possible eviction.

3. Lawsuit

The Landlord files a lawsuit against the Tenant.

4. Hearing

The Court holds a hearing to make a judgment on the case.

5. Order

The Court may rule that the Landlord can evict the Tenant, and collect money.

6. Set-Out

The Sheriff may physically remove the Tenant from the home.



7. Money

The Landlord or Tenant may try to recover money from each other.

How can the Landlord or the Tenant collect money they're owed?

If the judge ruled that the Tenant or the Landlord owes the other money, this amount is due within 30 days. After then, they can try to collect this money through a few different paths.

- **Paying Money Back in 30 days:** The person who owes the money can pay the other directly. They have 30 days after the judge's order to pay the amount. They should pay the full amount that the court ordered, and get a signed receipt to prove they have paid the debt.
- **A Court Order to Sell the Other's Property:** The Landlord or the Tenant can ask the court for an Order of Execution to get the money they are owed. They must wait 30 days after the judge's first order. The Order of Execution will let them ask the sheriff to begin the process of selling the other's property at a sale. The money from the sale will go to pay back the amount owed.
- **A Court Order to Take the Other's Wages:** The Landlord or Tenant can ask the court to take the other's wages directly, to collect the money owed. The court may do this, but cannot take more than 10% of the wages at a time, and cannot cause the person to fall below the poverty line.
 - ***Note: Bankruptcy Stops the Collection:** The Tenant or Landlord may file for bankruptcy. That will stop the other person from collecting money (as well as any other debt collection).

What are other down-the-road effects of an eviction?

If the Tenant has been evicted through a judge's order, they should also be aware of long-term consequences of having an eviction court order.

1. **Eviction on Credit Report:** The Tenant will have a record of the eviction judgment on their credit report and other searchable records. This judgment may stop other landlords from renting to them. It may also stop them from getting other opportunities like around jobs or loans. It remains for 7 years on their record/report.
2. **Losing Housing Choice Voucher:** If the Tenant has been renting through a Housing Authority program, they may lose their housing voucher after the court orders an eviction. They may also lose the opportunity to get other assistance from the Housing Authority.
 - The Tenant doesn't lose the voucher when the eviction case is filed. They only lose it if the judge orders an eviction against them.
 - The Tenant can try to work to a resolution with the Housing Authority to preserve their voucher or other assistance. They likely need a lawyer to raise issues, like the landlord not following proper procedure.
 - The Tenant cannot lose their voucher if the eviction or problem behavior was based on domestic violence criminal activity in which they were the victim. If they were the abuser, they can lose their voucher.

Get
Help

Legal Aid: Neighborhood Legal Services, <http://nlsa.org>, (412) 255-6700,

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Mediation: Just Mediation Pittsburgh, <http://www.justmediationpgh.org> (412) 228-0730

Financial Help: United Way, <http://www.pa211sw.org>, Call 2-1-1 or (888) 856-2773

New Housing: PA Housing Search, <http://www.pahousingsearch.com>, (877) 428-8844

Allegheny County LINK for affordable housing, 866-730-2368

The Eviction Process in Western Pennsylvania

Resources for Tenants and Landlords

Get
Help

1. Problem

The Tenant has a problem, like not paying rent, violating the lease, or the lease ending.

2. Notice

The Landlord gives a notice warning of a possible eviction.

3. Lawsuit

The Landlord files a lawsuit against the Tenant.

4. Hearing

The Court holds a hearing to make a judgment on the case.

5. Order

The Court may rule that the Landlord can evict the Tenant, and collect money.

6. Set-Out

The Sheriff may physically remove the Tenant from the home.

7. Money

The Landlord or Tenant may try to recover money from each other.

Legal Aid

Neighborhood Legal Services, <http://nlsa.org>, (412) 255-6700

Regional Housing Legal Services, <https://www.rhls.org/>, (412) 201-4301

Community Justice Project, <https://www.communityjusticeproject.org>, 866-482-3076

Mediation

Just Mediation Pittsburgh, <http://www.justmediationpgh.org>, (412) 228-0730

Financial Help

United Way of Southwestern Pennsylvania, <http://www.pa211sw.org>, Call 2-1-1 or (888) 856-2773

Allegheny Link, allegheny.link@alleghenycounty.us, www.alleghenylink.org, or call 866-730-2368

Housing Search

PA Housing Search, <http://www.pahousingsearch.com>, (877) 428-8844

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Basic Needs