



Supplement to the Handbook on Rules and Procedures for Landlord-Tenant Relations in the Fifth Judicial District – Allegheny County

Fair Housing

Individuals have rights against discrimination when searching for housing. Landlords, real estate agents or mortgage brokers may not refuse service or change the quality of their service for reasons such as:

- Color and race
- Age
- Religion
- National origin
- Sex, gender identity, sexual orientation
- Disability
- Family status

Tenants who feel they have been discriminated against may file complaints with the Pittsburgh Commission on Human Rights (**412.255.2600**) or the Allegheny County Human Relations Commission (**412.350.6945**). A landlord is also generally prohibited from acts such as selling tenant property (except when abandoned), shutting off utilities for not paying rent, entering a property without notice (except in emergencies), or requiring additional deposits for assistance animals.

Habitability

A landlord must maintain a property in good condition to keep it safe, sanitary, and accessible. This includes providing:

- Drinkable water
- Functioning bathroom(s)
- Safe and functioning electrical system
- Working smoke alarms
- Hot water
- Heat during cold months
- Working sewage system
- No chipped or peeling paint

A landlord must make needed repairs within a reasonable time after the tenant gives notice, but a landlord will not be responsible for damage that the tenant causes. If the landlord fails to make the necessary repairs, after providing notice, a tenant may (1) withhold rent (It is a good idea to keep the rent in a separate bank account, so the tenant can pay the money later if a court decides it is owed), (2) make repairs and deduct costs from the rent if the costs do not exceed the amount of rent owed for the remaining term of the lease, (3) terminate the lease and move, (4) sue the landlord and ask the court to force the landlord to make repairs, or (5) file a complaint with the Allegheny County Health Department (**412.350.4046**) to inspect for housing code violations. See PALawHelp.org, *Your Right to a Decent Home* [<https://www.palawhelp.org/resource/your-right-as-a-tenant-to-a-decent-home-1?ref=BcgM7>] for a sample letter and more information.

A landlord is not responsible for a tenant's personal belongings if they are damaged or stolen unless the tenant's personal property was damaged or stolen as a result of the landlord's failure to take proper care of the property. If the tenant abandons its personal property at the end of the lease, the landlord must send written notice to the tenant, and the tenant has ten (10) days from

the postmark date of the notice to retrieve their personal belongings or to request that the landlord store them for up to thirty (30) days after the date of the notice. However, storage will be provided in a place of the landlord's choosing, and the tenant is responsible for any costs involved in moving and storing these belongings after the first ten (10) days.

Quiet Enjoyment

A landlord must allow the tenant to live in the property undisturbed. During the term of the lease, the property is the tenant's home, not the landlords. The landlord may enter the property at reasonable times – with reasonable advance notice - to make repairs, inspect the property or show it to prospective tenants or purchasers. The landlord may only enter the property without advance notice if there is an emergency – a condition that, if not fixed right away, could cause serious damage to the property.

Leasing

A lease is an agreement between a landlord and a tenant that allows the tenant to occupy and use the property for a certain amount of time in exchange for rent. A lease can be verbal or in writing. A written lease agreement must be written in plain language, and it is a legally binding document, so it is essential to understand and fully agree with it before signing. If a tenant does not agree with a statement or requirement in the lease, they should ask the landlord to alter it if possible and consult with counsel if the tenant needs guidance. Before entering into a lease, a landlord is required to disclose the presence of lead-based paint on the property or may be liable for triple the damages incurred by the tenant.

Under a lease, some of a tenant's main responsibilities are to pay the rent on time, pay any required utilities, not disturb other tenants in the building or neighbors, generally maintain the premises in a good and clean condition (other than the landlord's repair and maintenance responsibilities), and return the premises in substantially the same condition free of debris and the tenant's personal belongings. If any of the tenant's personal belongings remain at the premises after the end of the lease, the landlord must send written notice to the tenant, and the tenant has 10 days from the postmark date of the notice to retrieve their personal belongings or to request that the landlord store them for up to thirty (30) days after the date of the notice. However, storage will be provided in a place of the landlord's choosing, and the tenant is responsible for any costs involved in moving and storing these belongings after the first ten (10) days.

Security Deposits

Security deposits protect landlords from property damage or unpaid rent, but a tenant may not be required to pay a security deposit that exceeds two (2) months' rent for the first lease year, reduced to one (1) month's rent for the second and following years. A tenant must provide the landlord a forwarding address for the return of the security deposit. Within thirty (30) days after the expiration of the lease, a landlord must return the security deposit to the tenant and/or itemize any deductions made for repairs. If the landlord fails to do so, the landlord must pay the tenant two times the improperly held deposit.

Evictions

A tenant may be evicted for remaining on the property after the lease ends, failing to pay rent, or violating other lease conditions. A landlord may not conduct a “self-help” eviction and must go through the court system to have a tenant removed from the property.

Note: A lease may contain a Waiver of Notice to Quit clause, which may allow a landlord to begin the eviction process without prior warning or notice to the tenant. However, there are different rules for evicting tenants in subsidized housing. For tenants in subsidized housing, eviction requires written notice of the proposed lease termination and an explanation of why the tenant is being evicted.

At a court hearing, a landlord and tenant will go before a Magisterial District Judge. The judge may decide to “grant possession” to the landlord (evict the tenant), grant possession for failure to pay rent (allow the tenant to stay if full rent is paid before the tenant is locked out), or not grant possession (allow the tenant to stay).

Additional information available in the tenants’ rights manual prepared by the Housing Equality Center:

<https://www.equalhousing.org/wp-content/uploads/2018/11/11.18-digital-copy-of-Know-Your-Rights-as-a-Renter-in-PA-3.pdf>

This information is not intended as a substitute for proper legal advice. Please consult a lawyer for legal advice. If you meet certain financial limitations, you can reach out to:

<https://www.nlsa.us/> or call 1-866-761-6572

ONLINE FORMS ARE AVAILABLE AT:

https://www.alleghencycourts.us/civil/Housing_Court.aspx

You may also email the Housing Court Help Desk at HCHelpdesk@alleghencycourts.us. Please include your full name and phone number in your email. IF you fail to do so, they will be unable to respond to your email. You can reach the Housing Court Help Desk by calling **412-350-4462**.