



PENNSYLVANIANS
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Handbook on
**RULES AND PROCEDURES FOR
LANDLORD-TENANT RELATIONS**
in the Fifth Judicial District – Allegheny County

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DISCLAIMER This booklet contains general information concerning tenant and landlord rights and responsibilities under Pennsylvania and federal law. The information contained herein does not provide and should not be relied on as legal advice or opinion. Nor should it be used or relied upon with regard to any particular facts or circumstances without first consulting with a lawyer. The information and opinions set forth herein may or may not reflect the views of Pennsylvanians for Modern Courts or any particular officer, director, employee or sponsor of that organization.

This section of the handbook outlines what a tenant should know if they have a dispute with their landlord. It details how a tenant can avoid court, instances when a tenant can bring their landlord to court and what to do if a tenant must go to court.

WHAT ARE A TENANT'S RIGHTS?

Federal and Pennsylvania laws tell us that all individuals have rights against discrimination when they are searching for housing and when they become tenants. See the table below for what housing discrimination looks like.

Instances of discrimination do not require the tenant to go to court. Instead, if a tenant feels that they have been discriminated against by their landlord because they belong to any of the groups mentioned above, they may file a complaint with the Department of Housing and Urban Development (HUD) (888-799-2085) or with Pennsylvania's Human Relations Commission (855-866-5718). The deadline to file a complaint with HUD is one year after the discriminatory act happened. The deadline for the Human Relations Commission is 180 days from the occurrence.

Besides discrimination, a landlord cannot do any of the following to a tenant:

- Take or sell a tenant's property if they do not pay rent
- Shut off utilities or lock a tenant out of the property if they do not pay rent
- Harass a tenant
- Enter the property or allow others to enter the property without giving notice (except in an emergency)
- Require a deposit for an assistance animal
- Cancel an existing lease of the tenant if the building is sold to a new landlord

If a landlord performs any of these actions, that landlord is breaking the law and a tenant can take them to court to stop this behavior or to receive compensation.

<p>Discrimination means that a landlord, real estate agent or mortgage broker refuses service or changes the quality of service because of:</p>	<p>Housing discrimination is illegal. What does this discrimination look like? Examples of housing discrimination could be:</p>
<ul style="list-style-type: none"> • Color and race • Age • Religion • National origin (born in another county) • Sex, gender identity, sexual orientation • Disability • Family status (single, married, or have children) 	<ul style="list-style-type: none"> • The landlord says that the rent is higher than advertised after meeting in person • The landlord does not allow full use of all home facilities because of race • An advertisement states that a property is only available to people without children

WHAT ARE A TENANT'S RESPONSIBILITIES?

Meeting the responsibilities covered in this section will help a tenant avoid being taken to court.

A tenant's main responsibility is to pay the rent and to pay it on time. Failure to do so can result in eviction or court proceedings. If a tenant lives with other people who pay the rent and they leave or cannot pay the rent, those who sign the lease will still be responsible for the full rent amount unless the lease provides otherwise.

The tenant's second most important responsibility is to obey the terms of the lease. If a lease requires the tenant to pay utilities, the tenant is are responsible for getting bills from the landlord or having the utilities put in their name. To make sure the terms are being followed, the tenant should get a signed copy of the lease from the landlord.

Tenants must also communicate with landlords concerning important issues. They must notify landlords of any repair issues as soon as they become aware of them. If a tenant or their guest causes damage to the property, the tenant will have to pay for the repair. It is recommended tenants have renter's insurance in place to protect against damage not caused by them.

Finally, cleanliness and respectfulness are key parts of being a tenant. A tenant must refrain from disturbing neighbors. A tenant should make sure to clean their space, to return the property to the way it was when they moved in, and to remove all belongings when moving out. The tenant has 10 days to retrieve their personal belongings or to request that the landlord store them for an additional 30 days. However, the tenant is responsible for any costs involved in moving and storing these belongings.

BEST PRACTICE: To help safeguard a tenant from conflicts at the end of a lease, a before and after checklist can help document the property's condition before move-in and when moving out. Also, it is recommended that tenants take photographs of the property's condition both at the beginning and end of the tenancy and to keep copies of all receipts for cleaning and repairs to the property, just in case any dispute arises at a later date.

WHAT IS A LEASE? WHAT SHOULD A TENANT LOOK FOR IN A LEASE?

This section explains how the terms of a lease can resolve many issues without going to court.

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 is the most important document for a tenant. It is a legally-binding document, so it is essential to understand and fully agree with it before signing. Fully understanding and obeying a lease can protect a tenant from many disputes. If a tenant does not agree with each statement, they should ask the landlord to alter it if possible.

Leases can be oral or written. An oral lease is acceptable in Pennsylvania if it has less than a three (3) year term. If the lease term is more than three (3) years, the lease must be in writing. Written leases are better, because they allow fewer opportunities for disputes to arise.

If a tenant moves into a property that is in bad condition, they should have the landlord sign a written agreement to be added to the lease that states the date by which the needed repairs must be made. This added agreement will ensure a livable home for a tenant and protect them if they need to go to court for habitability issues.

A tenant should read the lease carefully, and if the tenant is uncomfortable with anything in it, they should ask to change it. Otherwise, they should not sign it.

When the lease's term is up, a landlord has the right to increase the amount of rent for the next lease term.

When reviewing a lease, a tenant should pay attention to these pieces of information:

- Is the written lease in plain language? There can be no fine print; it must be easy to understand; it must use simple everyday words, and it must state what legal rights a tenant must give up and what could happen to the tenant as a result.
- It is illegal for a landlord to have a tenant sign a lease that is not in plain language. If a tenant signs a lease not written in plain language, the lease is still effective but the tenant can bring the landlord to court to change the lease's language.
- What is the lease term? For what dates is the tenant allowed to live there?
- Who must make repairs?
- Who is responsible to check the smoke alarm and replace batteries?
- Can other people stay for an extended amount of time?
- Must the landlord provide the tenant notice before entering the property?
- Who pays for which utilities?
- Are there any late charges, rights to inspect, or limitations on the use of the property?
- Can the landlord terminate the lease if the building is sold?

IMPORTANT In most leases, there is a **Waiver of Notice to Quit clause**. If a tenant signs a lease that has this clause, the landlord does not have to give them notice of eviction. Instead, the landlord can take direct legal action without telling the tenant.

WHAT SHOULD A TENANT EXPECT FROM THEIR LANDLORD?

This section describes the duties and responsibilities that a tenant should expect of their landlord. This information will help a tenant hold their landlord accountable. Also, this section details the rights landlords have in this relationship that a tenant should respect.

A landlord's primary duty is to maintain the property in good condition. This means that they should make repairs to keep the property safe, sanitary and accessible. These repairs should be done within a reasonable time, meaning that the speed with which a landlord should make the repair depends on how serious the damage is and on how it affects habitability.

Landlords must provide the following to meet this standard:

- Drinkable water in the kitchen and bathroom(s)
- Functioning bathroom(s) with toilet and shower/tub
- Safe and functioning electrical system
- Working smoke alarms
- Hot water
- Heat during cold months
- Working sewage system
- No chipped or peeling paint

However, a landlord is not required to pay for, or to repair, damage caused by the tenant.

Tenants should know that landlords can set rules about how the property and common areas can be used. Landlords are also entitled to have keys to the property, so that they can come in during an emergency. If a tenant lives in a multi-unit building, the landlord is responsible for maintaining the common areas.

Landlords can also enforce lease obligations, and if tenants do not obey their obligations, a landlord can take legal action. Landlords have a right to evict a tenant if the tenant does not pay their rent or if they do not pay rent on time. Landlords cannot evict tenants except through the court system: landlords cannot use "self-help," that is, take actions into their own hands, to evict a tenant.

Security deposits are used to protect landlords from damage to property or if a tenant does not pay rent. Landlords may collect security deposits as it follows:

Security deposits for the first term of the lease:

Cannot exceed two (2) month's rent

Security deposits for the second term and beyond:

Cannot exceed one (1) month's rent

Finally, a landlord is not responsible for a tenant's personal belongings if they are damaged or stolen. Tenants should buy renter's insurance to cover these potential losses.

WHAT TO DO BEFORE TAKING AN ISSUE TO COURT?

This section describes ways to address issues without having to take the landlord to court.

If problems arise between a tenant and landlord, the best approach to resolving these problems is to talk to one another and reach an agreement. This method helps to save time and money.

When any issue arises, the tenant should send a **written** notice of the issue to the landlord, **keeping a copy for themselves**. If the landlord does not respond or takes no action, the tenant should send a second **written** notice that restates the issue and states the legal actions that the tenant will take if the problem is not corrected. **It is important to keep a copy of this notice as well.**

What if a property needs repairs?

If there is any damage to the property, the tenant should call and write to the landlord. The tenant must ask the landlord to fix the damage immediately and explain how it affects the use of the property. The tenant should allow the landlord a reasonable amount of time to fix the problem. "A reasonable amount of time" depends on how serious the problem is and how it affects the tenant's health and safety. The tenant should take pictures of the damage for documentation purposes and save them with copies of the written notice(s).

If the tenant lives in Pittsburgh, the tenant may contact the Pittsburgh Department of Permits, Licenses and Inspections (PLI) to file a complaint by calling 311 before taking any other legal action. Once a complaint is filed with the PLI, that department will send a health inspector to the property to see if any housing codes have been violated. If there are housing code violations, a notice will be given to the landlord with a deadline for correction. If the repair is not made, the landlord will have to appear in court. This procedure does not exist for the rest of Allegheny County outside of Pittsburgh.

When the health inspector confirms that the property is not up to code and the landlord is not responding, the tenant can withhold rent until needed repairs are made. **The tenant must put any withheld rent payments into a separate “escrow account” in a bank.** After six months, if no repairs are made, the PLI will allow the tenant to withdraw the “escrow account” money for their own use. However, if the landlord makes repairs, the tenant must pay the full amount of withheld rent withheld to the landlord.

If upon inspection by the PLI, no housing code violations are found, a tenant may nonetheless decide to make repairs, if they are permitted to do so under the terms of the lease. Then, the tenant may deduct the costs of the repairs from a future rent payment. **However, the cost of repairs cannot exceed the amount of the monthly rent.** If a tenant is permitted to do make repairs under the lease, the tenant should first take pictures of the damage, collect estimates from three different contractors and keep the bills/receipts. In addition, the tenant must give the landlord written notice of their intent to deduct the costs of the repairs from the rent.

When a tenant finds that none of these solutions is possible, filing a civil complaint with the Magisterial District Court may be the best option.

What if the landlord does not return the security deposit?

After a lease has expired and the tenant has not renewed the lease, the landlord must return the security deposit to the tenant. The landlord has 30 days to return it to a forwarding address that the tenant has provided in writing. **It is essential that the tenant provides a forwarding address; otherwise, the landlord is not responsible for returning the deposit.**

If the tenant caused damage to the property and did not repair it, the landlord may deduct money from the deposit to pay for the repairs. If the landlord does this, they MUST provide an itemized list of deductions.

If the landlord does not itemize the deductions or return the deposit, the tenant can sue the landlord for up to double the amount of the security deposit. They can also sue the landlord at the Magisterial District Court if they believe the list is inaccurate.

GOING TO COURT AS A TENANT

This section describes how to begin a court proceeding and what that process looks like.

Disputes over payment of rent, repairs and eviction are filed at the Magisterial District Court. If a tenant goes to their local Magisterial District Court, their case will be heard by the Magisterial District Judge (MDJ), who is an elected official. A tenant must file a civil complaint in order to initiate an action.

It should be noted, however, that the best course of action for resolving disputes is to communicate issues repeatedly to the landlord in writing. When these issues are not addressed by the landlord, the tenant should deposit rent payments into an escrow account with a legitimate banking institution. These documents and actions help to protect tenants if the landlord decides to take the tenant to court.

How does a tenant file a complaint at court?

If a tenant is not able to resolve a dispute with the landlord through verbal and written communications, the tenant should go in person to the court and ask to file a civil complaint. On the form, the tenant will include their name, the landlord’s name, addresses and phone numbers for both parties, the amount of money the tenant is demanding and a short statement indicating why the tenant is entitled to this money. Magisterial District Judges are able to award money damages, but they cannot require the landlord to make repairs or to alter their services.

There are fees for filing a complaint, and they range from \$100 to \$150 depending on how much money the tenant is seeking. Additionally, a fee for service is required. “Service” refers to the formal delivery of a complaint to the person being sued. The cheapest way to “serve” someone is through the mail. The tenant can call the court to ask about service fees.

If the tenant wins the case, the landlord will have to reimburse the tenant for the cost of the filing fees.

Once the complaint is filed, a hearing must be scheduled within 7 to 15 days. However, the tenant or landlord may ask to postpone the hearing, although this request may not be granted.

What if the landlord wants to evict the tenant?

As a tenant, it is important to know the rules and process for how a landlord can go to court to evict the tenant. A landlord can evict a tenant because:

- The term of the lease has ended and the lease does not automatically renew for another term
- The tenant has violated conditions of the lease agreement
- The tenant has failed to pay rent

Most leases have a waiver of notice clause regarding eviction. The presence of this waiver means that if a tenant violates or disobeys parts of a lease, the tenant will not be notified of the violation, and the landlord can begin the eviction process without any warning or notice to the tenant.

When the landlord begins the eviction process at the Magisterial District Court, they will file a Landlord-Tenant complaint. The complaint will be sent by the court to the tenant in the mail with a hearing date and time.

The tenant MUST notify the court in writing at least five (5) days before the hearing that they intend to appear and present their side of the story. At this point, the landlord will be informed that they too

must appear at the hearing. If a tenant does not appear, the judge may rule in favor of the landlord and enter a default judgment.

A tenant can also file a counterclaim against the landlord, and that counterclaim must be filed at least five (5) days before the hearing. A counterclaim is the means by which the tenant sues the landlord for any expenses that the tenant has incurred. Both the complaint and the counterclaim will then be heard at the same hearing.

How does a tenant represent themselves at a court hearing?

It is important that the tenant appears at the courthouse early. Court administrators, security officers and clerks will be stationed throughout the Magisterial District Court to help guide the tenant to the courtroom, and this staff will inform the tenant of any rules that need to be obeyed in the building. When the tenant arrives, they may sit in the waiting area or the courtroom until the Magisterial District Judge calls their case to be heard. If the tenant is not present, the judge may rule against them.

There is an option for the landlord and tenant to settle the case before the hearing begins. If they reach an agreement, they must write down the terms of that agreement, and both parties must sign the paper. When their case is called, they must let the Magisterial District Judge know that an agreement has been reached and entered into in writing.

To support their position, the tenant is strongly advised to bring any evidence (documents, letters, photographs), witnesses and inspectors to the hearing. If evidence is not brought to the hearing, it cannot be used by the Judge to make a decision. Also, a tenant should bring a list of facts to remember and a list of questions to ask the landlord or witnesses. The judge may decide to subpoena a witness or inspector. This decision means that the court will force a witness to testify at court to help verify evidence and testimony.

When the judge begins the hearing, they will allow the landlord to testify first. The landlord will state the facts of the case, why they are suing the tenant, how much they are suing for or if they are suing for possession (to evict the tenant). The landlord will then be able to ask witnesses to support the landlord's claims. The tenant can then ask questions of the landlord and the landlord's witnesses.

Then, the tenant will present their side of the story. If they have a counterclaim, they will present the facts of the case, why they are suing and what they are seeking. The tenant can ask witnesses to support the tenant's story, and then the landlord can question those witnesses as well as the tenant.

IMPORTANT THINGS TO REMEMBER

- A tenant can interrupt a landlord to object to hearsay. Hearsay is something that someone else told the landlord that the landlord did not hear or see themselves.
- A tenant can object to evidence that is about a new issue that is not mentioned in the complaint.
- If the tenant disagrees with the amount of rent the landlord is asking for, the tenant should tell the judge this.

What decisions can the court make?

After the landlord and tenant plead their case, the Magisterial District Judge will make a decision. For a civil complaint, the decision will be made immediately or not more than five (5) days after the hearing. If the landlord sued the tenant, a decision will be made immediately after or within three (days) of the hearing.

REPAIRS

- A judge can rule that a landlord owes the tenant back-rent or money to reimburse the tenant for repairs made.
- A judge can rule that a lease can be terminated because the property is not habitable.
- A judge can rule in favor of the landlord, and the landlord will not owe any money.

SECURITY DEPOSIT

- A judge can rule that the landlord must return the deposit to the tenant and pay double the amount.
- A judge can rule that the landlord's itemized list is not correct and the amount the tenant receives should be more or less.
- A judge can rule in favor of the landlord.

EVICTION

- A judge may "grant possession" to the landlord. This means that the tenant is evicted and must move out of the property.
- A judge may "grant possession" based on failure to pay rent. A tenant has a right to stay at the property if they pay the full amount of rent owed before the Constable or Sheriff locks the tenant out.
- A judge does not "grant possession," and the tenant is allowed to stay at the property.

HOW CAN A TENANT APPEAL A COURT DECISION?

This section details the different ways a case can be appealed.

If a tenant disagrees with the court's decision and would like another court to take a look at their case, they can file an appeal with the Court of Common Pleas. The Court of Common Pleas is the court system above the Magisterial District Courts and handles appeals from Magisterial District Courts. However, the tenant should only file an appeal if they have a legitimate disagreement with the MDJ's ruling. Otherwise, the tenant may be required to pay for the landlord's lawyer fees.

There are different deadlines for filing appeals depending on what was decided below. **If the landlord was granted possession and the tenant was ordered to be evicted, the tenant must appeal this decision within 10 days from when the judgment was made.** After 10 days, the order of possession will be posted on the tenant's residence, and the tenant will be evicted. If the tenant does not want to file an appeal for an eviction, but instead for a money judgment, that tenant will have 30 days to file an appeal (*See below for how to appeal evictions and money judgements*). The 30-day appeal period begins from the date of the judgment. If the landlord does not appeal within 30 days, the judge's decision will become final and no appeal will be allowed.

Appealing an eviction and remaining in the property:	Appealing a money judgement and retaining personal property:
<ul style="list-style-type: none"> • If a tenant wants to stay in the property while their appeal is being processed, the tenant must file an appeal within 10 days. To start the appeal process, the tenant must pay rent for the time they are staying in the property. The tenant must bring cash or money order which will be placed in an "escrow" account until the appeal has been decided on. • At the time of filing the appeal, if the tenant has already paid rent, they must indicate this on an affidavit (a document that states that they are telling the truth) and provide a receipt. • The court will give the tenant a stamped copy of the appeal and this will have a rent schedule. The rent payments to the escrow account will allow the tenant to stay in the property. • A landlord will be served with a copy of the appeal, and they must file a complaint within 20 days of service. • The tenant will then receive the landlord's complaint in the mail with information on the court date. The tenant should respond within 20 days and say that they will appear. • The court will then set up an arbitration hearing. 	<ul style="list-style-type: none"> • If a judge rules that the tenant must pay the landlord money, and the tenant does not appeal, the landlord can move to collect the money. • This means that the landlord can ask for an "Order of Execution" after 30 days. A sheriff will inform the tenant that some of their property will be sold as payment. The sheriff will make a list of the tenant's property and schedule a sale. • If a tenant wants to stop the sale of their property, they can file an appeal or a claim for exemption at the Magisterial District Court office. This will allow the tenant to keep up to \$300 of property. • Alternatively, if the tenant is overwhelmed by their debts, they can file for bankruptcy. Doing this will suspend any proceedings against the tenant. • In collecting their money, a landlord can ask the court to have a tenant's wages attached to pay the judgment. However, the amount taken from the tenant's paycheck cannot be more than 10% or cause them to fall below poverty.

If a landlord files an appeal and the tenant does not respond, the landlord will win the appeal.

The first step to starting an appeal is to fill out a Notice to Appeal form. Notice to Appeal forms can be found online at <http://www.pacourts.us/forms/for-the-public>, or a tenant can find these forms at the Department of Court Records in the City County Building (Mon-Fri 8:30am-4:30pm). Once appeal forms are filled out, they should be taken to the Department of Court Records along with the written judgment from the Magisterial District Judge. The tenant should keep copies of each form they submit.

Additionally, there are fees for filing an appeal with the Court of Common Pleas, generally in the \$120-\$150 range. If the tenant's income is too low, they may file an In Forma Pauperis (IFP) form which is a request to have fees lowered or waived.

Once the Notice of Appeal has been filed, the tenant must provide or "serve" a copy of this form to the Magisterial District Judge and to the landlord. Then, the tenant needs to complete a Proof of Service form and deliver it to the Department of Court Records within 10 days.

What happens after an appeal is filed?

If the tenant was the defendant in the case and the tenant is appealing the MDJ's decision, the landlord must file a complaint in the Court of Common Pleas within 20 days from the date that the tenant served them the Notice of Appeal. If the landlord does not file a complaint and serve it on the tenant within 20 days, the judge may rule in the tenant's favor and the MDJ decision could be the case could overturned.

If the landlord files the complaint within 20 days, the tenant must file an "answer" within 20 days of receiving the complaint. This answer must be served to the landlord and to the Magisterial District Court. In answering a complaint, the tenant should go through every paragraph and determine whether each paragraph is true (admitted) or not true (denied). If it is partly true, the tenant should explain why.

Once the tenant files the answer, the court will arrange an arbitration hearing. This hearing is held before three lawyers who act as judge. They will hear the case "de novo," and will make a decision.

If the tenant wants to appeal the arbitration panel's ruling, they must also file a Notice of Appeal the Department of Court Records within 30 days of the panel's decision. After this step, the case may go to trial at the Court of Common Pleas. At this point, it is essential to have a lawyer since the process becomes very complicated.

WHAT IF A TENANT LIVES IN PUBLIC HOUSING?

If a tenant lives in public housing, some of the rules and procedures are different from those applicable to people living in a private property. To learn the specific rules and regulations of specific public housing, a tenant should go to their public housing website and look at the resident resources offered.

There are a few key differences for public housing.

Public Housing Eviction Process

- The housing authority must send a notice of a proposed lease termination and explain why the tenant is being evicted.
- A tenant can request an informal settlement conference with the Housing Authority within 10 days of notice to evict.
- The tenant will be notified of the informal hearing results in writing. The tenant can choose to appeal the settlement conference's decision by asking for a formal hearing.
- After the formal hearing, a decision will be sent to the tenant within 30 days. If the decision is for the tenant's eviction, the landlord will file a "Landlord-Tenant Complaint" with the Magisterial District Court.
- Contact the Housing Counselor to file a complaint if the landlord is not making repairs.

Housing Choice Voucher Program

- Housing vouchers are to be used with private landlords.
- All landlord-tenant disputes follow the same process as non-voucher disputes.
- A tenant can lose a housing voucher if they are evicted or if they violate the housing authority's rules.
- A tenant cannot be evicted or lose their voucher because of domestic violence criminal activity where the tenant was the victim. However, the abuser can be evicted and lose their voucher.
- If a landlord is the recipient of money in a voucher program, that landlord must provide interpreters and translators for individuals with limited English proficiency.

HOUSING AUTHORITIES LOCATED IN THE FIFTH JUDICIAL DISTRICT

Allegheny County	412.402.2450
Pittsburgh	412.456.5000
McKeesport	412.673.6942

This section of the handbook outlines what a landlord should know if they have a dispute with a tenant. It details how a landlord can avoid court, instances when a landlord should bring a tenant to court and what to do if a landlord decides to go to court.

WHAT ARE A LANDLORD'S RIGHTS?

It is important that landlords know what their rights are, because this knowledge allows them to communicate clear rules to tenants. This communication will help a landlord avoid going to court and resolve disputes before they escalate.

- As the owner or manager of a property, landlords can set rules about how the dwelling and common areas of multi-unit buildings can be used. They are also entitled to have keys to the property so that they can come in during an emergency.
- Landlords have a right to evict a tenant if they do not pay their rent or if they do not pay rent on time. However, a landlord must pursue evictions through the court system, and cannot pursue "self-help" evictions. Self-help evictions are illegal. Examples include: taking or selling a tenant's property, shutting off utilities or locking a tenant out of the property if they do not pay rent. Nevertheless, if tenants do not obey their lease obligations, a landlord is entitled to take legal action.
- Landlords have a right to use security deposits to protect themselves from the expense of repair damage to the property or from a tenant not paying rent. During the first term of the lease, security deposit amounts cannot exceed two (2) months' rent. However, after the first term of the lease, the landlord can only ask for a security deposit of one month's rent. **If the tenant does not provide a forwarding address for the return of a security deposit, the landlord is not responsible for its return.** Additionally, a landlord cannot require a deposit for an assistance animal.

- Finally, 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.

WHAT ARE A LANDLORD'S RESPONSIBILITIES?

Meeting the responsibilities covered in this section will help a landlord avoid being taken to court.

A landlord's main duty is to maintain the property in good condition. This means that they should make repairs to keep the property safe, sanitary and accessible, as determined by the local housing codes. These repairs should be done within a reasonable time meaning that the speed with which a landlord should make the repair depends on how serious the damage is and on how it affects habitability. A landlord is not required to pay for or to repair damage caused by the tenant. If a tenant lives in a multi-unit building, the landlord is responsible for maintaining the common areas.

Landlords must provide the following to meet this standard:

- Drinkable water in the kitchen and bathroom(s)
- Functioning bathroom(s) with toilet and shower/tub
- Safe and functioning electrical system
- No chipped or peeling paint
- Hot water
- Heat during cold months
- Working sewage system
- Working smoke alarms

If any of these essential features are damaged or not working, a landlord is obligated to repair them. If the landlord fails to take action, they may incur fines for housing code violations from the Department of Permits, Licenses and Inspections (PLI), or be taken to court to void the lease.

A landlord MUST inform a tenant of the use of lead-based paint or lead pipes in the property BEFORE signing a lease. If they fail to do so, they can be sued for triple the amount of personal injury damages among other penalties. However, landlords are not required to test for lead or to remove it unless they are ordered to by the Code Enforcement Office.

If a landlord wants a tenant to pay for utilities separately, the landlord must install separate meters. If the utilities are not metered separately, the landlord must pay the utility bill and include it as part of the rental price.

Landlords have some duties with regard to smoke detectors as well. If a tenant informs their landlord that the smoke alarm is broken or not functioning, the landlord has 72 hours to replace the device.

A landlord cannot practice housing discrimination. See the table below for examples of housing discrimination.

Discrimination means that a landlord, real estate agent or mortgage broker refuses service or changes the quality of service because of:	Housing discrimination is illegal. What does this discrimination look like? Examples of housing discrimination could be:
<ul style="list-style-type: none"> • Color and race • Age • Religion • National origin (born in another county) • Sex, gender identity, sexual orientation • Disability • Family status (single, married, or have children) 	<ul style="list-style-type: none"> • The landlord says that the rent is higher than advertised after meeting in person • The landlord does not allow full use of all home facilities because of race • An advertisement states that a property is only available to people without children

WHAT IS A LEASE? WHAT CAN I INCLUDE IN THE LEASE?

This section explains how a lease can resolve many issues without going to court.

A lease is an agreement between a landlord and a tenant which states that the tenant can occupy and use the property for a certain amount of time in exchange for rent. A lease is the most important legal document for a landlord. If a tenant does not agree with each statement contained in the lease, the tenant may ask the landlord to change those terms. However, the landlord does not have to do this. On the other hand, a landlord should help the tenant fully understand the lease so that the tenant can better obey the lease terms and the landlord can minimize the need to go to court.

Leases can be oral or written. An oral lease is acceptable in Pennsylvania if it has less than a three (3)-year term. If the lease term is more than three (3) years, the lease must be in writing. Written leases are better, because they allow fewer opportunities for disputes to arise.

A **written** lease MUST be in plain language: there can be no fine print; it must be easy to understand; it must use simple everyday words, and it must state what legal rights a tenant must give up and what could happen to the tenant as a result.

It is illegal for a landlord to have a tenant sign a lease that is not in plain language. If a tenant signs a lease not written in plain language, the lease is still effective but the tenant can bring the landlord to court to change the lease's language.

If a tenant moves into a dwelling in bad condition, they may ask the landlord to sign a written agreement to be added to the lease that states the date by which the needed repairs must be made. This added agreement is not necessary but it helps prevent housing code violations or legal actions.

Finally, when the term of the lease is up, a landlord has the right to increase the amount of rent.

When making a lease, make sure to state clearly the answers to these questions:

- What is the lease term? For what dates is the tenant allowed to live there?
- Who must make repairs?
- Who is responsible to check the smoke alarm and replace batteries?
- Can other people stay for an extended amount of time?
- Must the landlord provide the tenant a notice before entering the property? If so, how much time?
- Who pays for which utilities?
- Are there any late charges, rights to inspect, or limitations on the use of the property?
- Can the landlord terminate the lease if the building is sold?

IMPORTANT In most leases, there is a **Waiver of Notice to Quit clause**. If a tenant signs a lease that has this clause, the landlord does not have to give the tenant notice of eviction. Instead, the landlord can take legal action without telling the tenant that they are filing a complaint with the court to evict.

WHAT SHOULD A LANDLORD EXPECT OF THEIR TENANT?

It is important for a landlord to know what responsibilities a tenant has, so that the landlord can hold the tenant accountable. To help avoid any disputes, it is also important that the landlord communicates to the tenant any lapses in that tenant's responsibilities. This will help the tenant to resolve the situation.

A tenant's main responsibility is to pay the rent and to pay it on time. This duty is most important, and failure to do so can result in eviction or court proceedings. If a tenant shares the property with other people who contribute to the rent, and if they leave or cannot pay the rent before the lease expires, the tenant will still be responsible for the full rent amount unless the lease provides otherwise.

The tenant's second most important responsibility is to obey the terms of the lease. If a lease requires a tenant to pay utilities separate from the rent payment, they are responsible for getting bills from the landlord.

Tenants must also communicate with landlords concerning important issues. They must notify landlords of any repair issues as soon as they become aware of them. If a tenant causes damage to the property, they will have to pay for the repair.

Finally, cleanliness and respectfulness are key parts of being a tenant. A tenant must refrain from disturbing neighbors. A tenant should make sure to clean their space, to return the property to the way it was when they moved in, and to remove all belongings when moving out. The tenant has 10 days after moving out to retrieve their personal belongings or to request that the landlord store them for an additional 30 days. However, the tenant is responsible for any costs involved in moving and storing these belongings.

BEST PRACTICES:

To help safeguard a landlord from conflicts at the end of a lease, a "before and after" checklist can help document the property's condition before the tenant moves in and after the tenant moves out. Also, it is recommended that landlords take photographs of the property's condition both at the beginning and end of the tenancy and to keep copies of all receipts for cleaning and repairs to the property, just in case any dispute arises at a later date.

WAYS TO RESOLVE ISSUES OUTSIDE THE COURT

If problems arise between a tenant and the landlord, the best approach to resolving these issues is to talk to one another and reach an agreement. This method helps to save time and money.

When any problem arises, the tenant should send a written notice of the issue to the landlord. If the landlord does not respond or takes no action, the tenant should send a second written notice that restates the issue and states the legal actions that the tenant will take if the problem is not corrected. As a landlord, it is essential to respond to these issues to avoid being taken to court.

What if the landlord must make repairs to the property?

A landlord is allowed a reasonable amount of time to fix the problem, depending on how serious the problem is and how it affects the tenant's health and safety.

If the residence is in the city of Pittsburgh, a tenant may decide to contact the Pittsburgh Department of Permits, Licenses and Inspections (PLI) to file a complaint. A landlord should call 311 if a notice of violation has been received. Once a complaint is filed with the PLI, that Department will send a health inspector to the property to see if any housing codes have been violated. If there are housing code violations, a notice will be given to the landlord. If the repair is not made within six (6) months, the landlord will have to appear in court. This procedure does not exist for the rest of Allegheny County outside of Pittsburgh.

When the health inspector confirms that the property is not up to code and the landlord is not responding, the tenant can withhold rent until the needed repairs are made. **The tenant must put rent payments into an "escrow account" in a bank.**

If the landlord makes repairs, the tenant must pay the full amount of rent withheld to the landlord. If a housing code has not been violated, a tenant may decide to make repairs and to deduct the costs of the repairs from a future rent payment. However, the cost of repair cannot exceed the amount of the monthly rent. The tenant must give the landlord written notice of their intent reduce the rent payment to cover the out-of-pocket costs of the repairs.

What a landlord should know about security deposits?

After a lease has expired and the tenant has not renewed the lease, the landlord must return the security deposit to the tenant within 30 days.

If the tenant caused damage to the property and did not repair it, the landlord may deduct money from the deposit to pay for the repairs. If the landlord does this, they MUST provide an itemized list of deductions.

If the landlord does not itemize the deductions or return the deposit, the tenant can sue the landlord for up to DOUBLE the amount of the security deposit. Tenants can also sue the landlord at the Magisterial District Court if the tenant feels the list is inaccurate.

GOING TO COURT AS A LANDLORD

This section describes how to begin a court proceeding and what that process looks like.

Disputes over payment of rent, repairs and eviction are filed at the Magisterial District Court. If a landlord goes to their local Magisterial District Court, their case will be heard by a Magisterial District Judge (MDJ), who is an elected official.

How does a landlord file a complaint at court?

When a landlord wants to go to court to settle an issue with a tenant, they must first file a complaint at the Magisterial District Court.

The landlord should go in person to the court and ask to file a "Landlord-Tenant Complaint". On the form, the landlord will include their name, the tenant's name, addresses and phone numbers for both parties, the amount of money the landlord is demanding, if the landlord is asking for an eviction and a short statement indicating why the landlord is entitled to this relief. Magisterial District Judges are able to award money damages and order an eviction, but they cannot require the landlord to take any action regarding repairs.

There are fees for filing a complaint, and they range from \$100 to \$150, depending on how much money the landlord is seeking. Additionally, a fee for service is required. Service refers to the formal delivery of a complaint to the person being sued. The cheapest way to do so is through the mail. A landlord can call the court to ask about service fees.

If the landlord wins the case, the tenant will have to reimburse landlord for the cost of filing fees described above.

Once the complaint is filed, a hearing must be scheduled between 7 to 15 days later. However, the tenant or landlord may ask to postpone the hearing, although this request is not guaranteed.

What if the landlord wants to evict a tenant?

A landlord can evict a tenant because:

- The term of the lease has ended and the lease does not automatically renew for another term.
- The tenant has violated conditions of the lease agreement.
- The tenant has failed to pay rent.

Most leases have a waiver of notice clause regarding eviction. The presence of this waiver means that if a tenant violates or disobeys parts of a lease, the landlord does not have to notify the tenant of the violation and the landlord can begin the eviction process without any warning or notice to the tenant.

When the landlord begins the eviction process at the Magisterial District Court, they will file a "Landlord-Tenant Complaint". The complaint will be sent by the court to the tenant in the mail with a hearing date and time.

If a tenant does not appear, the judge may rule in favor of the landlord and enter a default judgment.

A tenant can file a counterclaim against the landlord, and this counterclaim must be filed at least five (5) days before the hearing. A counterclaim is the means by which the tenant sues the landlord at the same hearing for any expenses that the tenant has incurred.

How does a landlord represent themselves at a court hearing?

It is important that the landlord appear at the courthouse early. Court administrators, security officers and clerks will be stationed throughout the Magisterial District Court to help guide the landlord to the courtroom and these staff members will inform the landlord of any rules that need to be obeyed in the building. When the landlord arrives, they may sit in the waiting area of the courtroom until the Magisterial District Judge calls their case to be heard. If the landlord is not present, the judge may rule against them.

There is an option for the landlord and tenant to settle the case before the hearing begins. If they reach an agreement, they must write down the new terms and both parties must sign the paper. When their case is called, they must let the Magisterial District Judge know that an agreement has been reached and entered into in writing.

To support their position, the landlord is strongly advised to bring any evidence (documents, letters, photographs) or witnesses to the hearing. If evidence is not brought to the hearing, it cannot be used by the judge to make a decision. Also, a landlord should bring a list of facts to remember and a list of questions to ask the tenant or the witnesses. The judge may decide to subpoena a witness or inspector which means the court will force them to testify at court and to help verify evidence or testimony.

IMPORTANT THINGS TO REMEMBER

- A landlord can interrupt a tenant to object to hearsay. Hearsay is something that someone else told the tenant which the tenant did not hear or see themselves.
- A landlord can object to evidence that is about a new issue not mentioned in the complaint.

When a judge begins the hearing, they will allow the landlord to testify first. The landlord will state the facts of the case, why they are suing the tenant, how much they are suing for or if they are suing for possession (to evict the tenant). The landlord will then be able to ask witnesses to support the landlord's claims. The tenant can then ask the landlord and the landlord's witnesses questions.

Then, the tenant will present their side of the story. If they have a counterclaim, they will present the facts of the case, why they are suing and what they are seeking. The tenant can ask witnesses to support the facts they presented and then the landlord can question those witnesses and the tenant themselves.

What decisions can the court make?

After the plaintiff and defendant plead their case, the Magisterial District Judge will make a decision immediately after or within three (3) days of the hearing.

REPAIRS

- A judge can rule that a landlord owes the tenant back-rent or money to reimburse the tenant for repairs made.
- A judge can rule that the lease can be terminated because the property is not habitable.
- A judge can rule in favor of the landlord, and the landlord will not owe any money.

SECURITY DEPOSIT

- A judge can rule that the landlord must return the deposit to the tenant and pay double the amount.
- A judge can rule that the landlord's itemized list is not correct and the amount the tenant receives should be more or less.
- A judge can rule in favor of the landlord.

EVICITION

- A judge may "grant possession" to landlord. This means that the tenant is evicted and must move out of the dwelling.
- A judge may "grant possession" based on failure to pay rent. A tenant has a right to stay at the dwelling if they pay the rent owed before the Constable or Sheriff locks the tenant out.
- A judge does not "grant possession," and the tenant is allowed to stay at dwelling.

HOW CAN A LANDLORD APPEAL A DECISION BY THE COURT?

If a landlord disagrees with the court's decision and would like another court to take a look at their case, they can file an appeal with the Court of Common Pleas. The Court of Common Pleas is the court system above the Magisterial District Courts and handles appeals from Magisterial District Courts. However, the landlord should only file an appeal if they have a legitimate disagreement with the MDJ's ruling. Otherwise, the landlord may be required to pay for the tenant's lawyer fees.

A landlord will have 30 days to file an appeal. The 30-day appeal period begins from the date of the judgment. If the landlord does not appeal within 30 days, the judge's decision will become final and no appeal will be allowed.

The first step to starting an appeal is to fill out a Notice to Appeal form. Notice to Appeal forms can be found online at <http://www.pacourts.us/forms/for-the-public>, or a landlord can find these files at the Department of Court Records in the City County Building (Mon-Fri 8:30am-4:30pm). Once appeal forms are filled out, they should be taken to the Department of Court Records along with the written judgment from the judge. The landlord should keep copies of each form they submit.

There are fees for filing an appeal with the Court of Common Pleas, generally in the \$120-\$150 range. If the landlord's income is too low, they may file an In

Forma Pauperis (IFP) form which is a request to have fees lowered or waived.

Once the Notice of Appeal has been filed, the landlord must provide or "serve" a copy of this form to the Magisterial District Judge and to the tenant. Then, the landlord needs to complete a Proof of Service form and deliver it to the Department of Court Records within 10 days.

What happens after an appeal is filed?

If the landlord was the defendant in the case and if they are appealing the MDJ's decision, the tenant must file a complaint within 20 days from the date that the landlord gave them the Notice of Appeal. If the tenant does not file the complaint and serve it on the landlord within 20 days, the judge may rule in the landlord's favor and the MDJ decision could be the case could overturned.

If the tenant files a complaint within 20 days, the landlord must file an "answer" within 20 days of receiving the complaint. This answer must be served to the tenant and to the Magisterial District Court. In answering a complaint, the landlord should go through every paragraph and the landlord must determine whether each paragraph is true (admitted) or not true (denied). If it is partly true, the landlord should explain why.

Once the landlord files the answer, the court will arrange an arbitration hearing. This hearing is held before a panel of three lawyers who act as a judge. They will hear the case "de novo" and will make a decision.

If the landlord wants to appeal the arbitration panel's ruling, they must also file a Notice of Appeal form with the Department of Court Records within 30 days of the panel's decision. After this step, the case may go to trial at the Court of Common Pleas. At this point, it is essential to have a lawyer since the process becomes very complicated.

What if a tenant appeals an eviction?

As a landlord, it is important to know what a tenant can do to postpone an eviction. **If a tenant files an appeal:**

- Tenants are entitled to stay in their homes while their appeal is being processed. The tenant must pay rent for the time they are staying in the property. However, the rent will be placed in an “escrow” account and will NOT be paid to the landlord until the appeal has been decided on.
- The court will give the tenant a stamped copy of the appeal. The appeal will detail the tenant’s rent schedule. The rent payments to the escrow account will allow the tenant to stay in the dwelling.
- A landlord will receive a copy of the appeal and they must file a complaint within 20 days.
- The tenant will then receive the landlord’s complaint in the mail with information on the court date. The tenant should respond within 20 days and say that they will appear.
- The court will then set up an arbitration hearing.

How to collect money judgments:

- If a judge rules that the tenant must pay the landlord money and the tenant does not appeal, the landlord can take action to collect the money.
- This means that the landlord can ask for an “Order of Execution” 30 days after the judgment was issued. A sheriff will tell the tenant that some of their property will be sold as payment. The sheriff will make a list of the tenant’s property and schedule a sale.
- In collecting their money, a landlord can ask the court to have a tenant’s wages attached to pay the judgment. However, the amount taken from the tenant’s paycheck cannot be more than 10% or cause them to fall below poverty.

How to execute an Order for Possession:

- If a judge rules that the tenant must leave the property, the tenant has 10 days from when the judgment was determined to file an appeal.
- If the tenant does not file an appeal on the 10th day, the landlord can submit a request for an Order for Possession at the Department of Records.
- The Magisterial District Judge will issue the Order for Possession and have a local Sheriff serve the eviction notice. The Sheriff has the authority to evict the tenant by force.

If a landlord files an appeal and the tenant does not respond, the landlord will win the appeal.

Appeal: when a case is brought to a higher court for the lower court’s decision to be reviewed.

Claim: something such as money or property that somebody believes they are owed by law.

Complaint: a formal legal document that states who is suing who and for what legal reasons.

Counterclaim: when the defendant says that the plaintiff owes them something.

Defendant: the person who is being sued.

De novo: the case and all its evidence will be heard again without knowledge of the previous court’s decision.

Eviction: removing a tenant from living in the house/apartment owned by the landlord.

Escrow account: a banking account where rent payments are put while an appeal is taking place. This allows the tenant to stay in the property during the appeal process. This money is given to the landlord after the appeal is decided on.

Housing Code: a local law that sets health and safety standards for housing. Visit pittsburghpa.gov/pli/code-enforcement/index.html for the housing code laws.

Implied Warranty of Habitability: when a landlord rents a house or apartment, they are promising that it is safe and healthy for someone to live there. This means that if there is severe damage to the house, electrical and plumbing systems or pests, a tenant may withhold rent. However, safety hazards that still allow the house/apartment to be livable such as a broken step or a loose cabinet are included.

Judgement: a judge’s decision about a case and their explanation for why they made that decision.

Judgment Debtor: a person that has had a judgment ordered against them to pay a certain amount of money and that person has not paid back all of the money owed.

Lease: an agreement between a landlord and a tenant that the tenant can occupy and use an apartment or house for a certain amount of time in exchange for rent.

Magisterial District Judge: a locally-based judge that handles landlord-tenant issues, small civil claims, misdemeanor and felony offenses and petty crimes.

Money Judgment: a decision by a judge that states that someone must pay money that is owed.

Order for Possession: a decision by the judge in favor of eviction.

Plaintiff: the person who is doing the suing.

Self-Help Eviction: when a landlord retakes possession of a house or apartment without going through the legal process. This is illegal.

Small Claims: legal disputes involving small amounts of money (under \$12,000 in Pennsylvania). These can include not paying back a loan, someone not fixing a car correctly, getting a security deposit back or getting unpaid rent back.

Suit: also known as a lawsuit, a civil (not criminal) case involving two parties, a plaintiff and a defendant.

Title VIII: the Fair Housing Act which is a part of the Civil Rights Act of 1968. States that discrimination based on race, color, disability, religion, sex, national origin or familial status (such as marriage, parent or single parent) is illegal when selling and advertising housing.