



**Pennsylvanians for Modern Courts**

# **PMC Shares™**

## **Landlord-Tenant Disputes**

**Hosted by: Allegheny County Law Library**  
**Presenters: Judge David Barton & Judge Richard King**

**September 22, 2021**



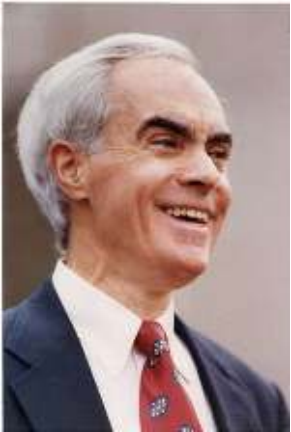
# 30 Years of Fighting for Fair Courts in Pennsylvania

Pennsylvanians for Modern Courts is the **only statewide, nonpartisan nonprofit organization** dedicated to ensuring that all Pennsylvanians can come to our courts with confidence that they will be heard by qualified, fair and impartial judges.





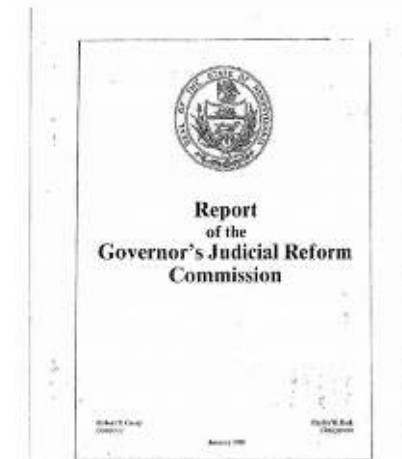
# PMC's History



Governor Robert Casey commissioned a blue-ribbon panel of civic leaders, public officials, legal professionals and members of the judiciary to examine judicial reforms. Then Superior Court Judge Phyllis W. Beck chaired the commission.

The panel discovered that confidence in the judiciary was appallingly low, in large part due to the system of electing judges and the fundraising that goes along with it.

This finding, combined with several scandals in the late 1980s involving Pennsylvania judges, led our founders to determine that a nonprofit organization was needed to fill the vacuum of judicial oversight and be a herald for judicial ethics.





# The Work We Do

- Advocacy:
  - Judicial Selection Reform
  - Judicial Discipline Reform
  - Bail Hearing Reform
- Civic Education about the Judiciary
  - Judicial Election Forums and programs
  - Continuing Legal and Judicial Education: ethics courses for judges and lawyers
  - The Media, The Courts & Counsel™
  - **PMC in the Community™**: public education about the courts





# PMC in the Community™

PMC Watches™



PMC Listens™



PMC Shares™

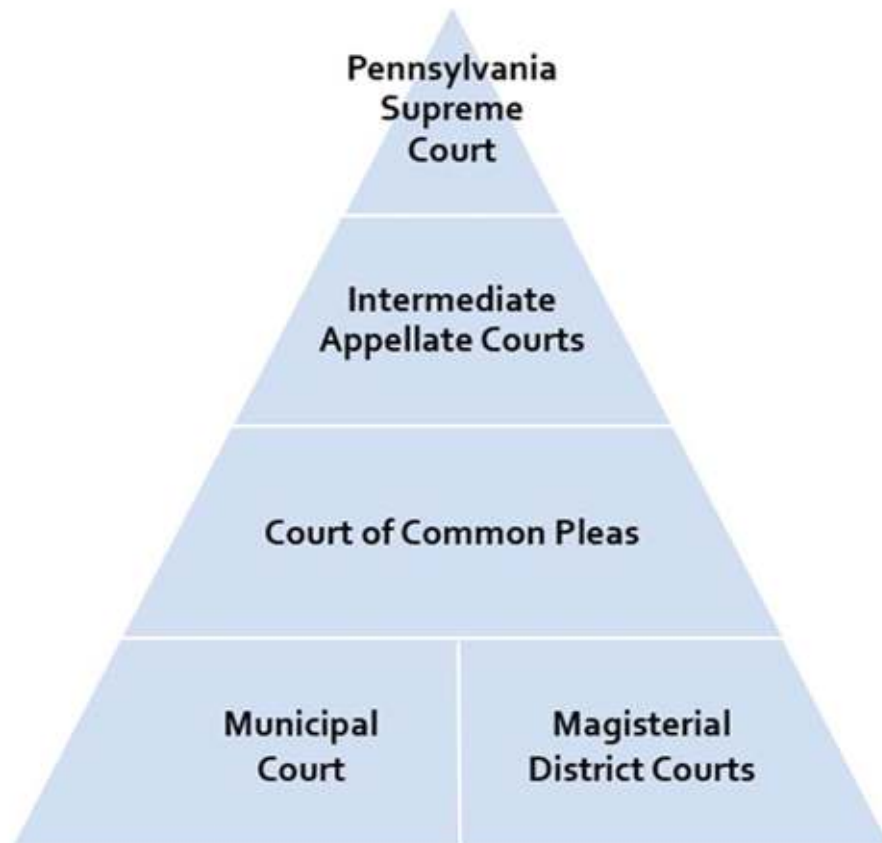




# What to know before going to Court



# Where do landlord-tenant disputes fit in?



- Magisterial District Courts
  - Small civil actions (amount in controversy less than \$12,000)
  - **Landlord-tenant matters (can waive jurisdictional limits)**
  - Summary offenses
  - Violations of municipal ordinances
  - Preliminary hearings and arraignments in greater misdemeanor and felony offenses



## 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.
- Discrimination: a landlord, real estate agent or mortgage broker refuses service or changes the quality of service because of color, age, religion, national origin, sex, gender identity, sexual orientation, disability or familial status.
- Housing discrimination is illegal!
- Instances of discrimination do not require the tenant to go to court. Instead, if a tenant feels that they have been discriminated against, 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) or County departments on human rights.





## Examples of Discrimination

- The landlord says that the rent is higher than advertised after meeting the potential tenant 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 other rights do tenants have?

- A landlord cannot do 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 (also known as self-help evictions)
  - Harass a tenant (what a reasonable person believes)
  - Enter the property or allow others to enter the property without giving notice (except in an emergency)
  - Require a deposit for an assistance animal (medical prescription)
  - Cancel an existing lease of the tenant's if the building is sold to a new landlord
- Tenant has a covenant of quiet enjoyment



## What are a landlord's rights?

- A landlord can set rules about how the property and common areas can be used.
- They are entitled to having keys to the property – if tenant changes the locks, must give landlord a copy.
- They **MUST** pursue evictions through the court system – no SELF-HELP eviction.
- Landlords have the right to evict a tenant if they do not pay rent or do not pay on time consistently or if they break or breach agreements in the lease. (a breach can be repaired)
- Landlords may require security deposits.
- Landlords are not responsible for a tenant's personal belongings.



# What are a tenant's responsibilities?

- A tenant's main responsibility is to pay the rent and to pay it on time.
- They must also obey the terms of the lease.
  - If the lease states that the tenant must pay utilities, the tenant must get the bills from landlord.
  - Make sure to get a signed copy of the lease to monitor the rules and terms so you can obey them.
- The tenant must communicate with the landlord about repair issues as soon as they occur. It is best to do this in writing and to keep a copy of this notice. If there are issues affecting health and the landlord doesn't respond in a reasonable time, can call the Allegheny County Health Inspector
- The tenant should return the property to the way it was when they moved in, minus reasonable wear and tear, removing all belongings.

(if you paint the walls, and they were white when you moved in, you may have to paint them back to white.)



# What are a landlord's responsibilities?

- Main duty: maintain the property in good condition.
  - Safe, sanitary and accessible as determined by housing codes.
  - Repairs completed in a reasonable time.
  - Not required to pay for/repair damage caused by tenant.
  - Multi-unit building: landlord is responsible for maintaining common areas.
  - To meet safety and cleanliness standards, a landlord must provide:

Drinkable water in the kitchen and bathroom

Hot water

Functioning bathroom with toilet and shower/tub

Heat during cold months (no cool air  
required unless written in lease)

Safe and functioning electrical system

Working sewage system

No chipped or peeling paint

Working smoke alarms



## Landlord Responsibilities (Continued)


- A landlord **MUST** inform a tenant of lead-paint/lead-pipes in the property before a tenant signs a lease. Landlord can be sued for triple the amount of damages.
- If the tenant pays the utilities separately from the rent, the landlord must install separate meters. If they cannot be metered separately, the landlord must pay the utility bill and add it to the rent.
- If a tenant tells the landlord that the smoke alarm is broken, the landlord has 72 hours to replace it.





# What is a lease?

- A lease is an agreement between a landlord and tenant that a tenant can occupy and use a property for a certain amount of time in exchange for rent.
- Be sure to fully understand and agree with its terms before signing!
- Leases can be oral or written. An oral agreement is technically month to month. An oral lease must have less than a 3 year term. If it is more, the lease must be in writing or there is no agreement.
- The lease must be written in PLAIN LANGUAGE. No fine print.



**RESIDENTIAL LEASE AGREEMENT**  
THE LANDLORD ASSOCIATION OF PENNSYLVANIA

*CAUTION: Consult a lawyer before using or acting under this form. The publisher of this form makes no warranty of its fitness for any particular purpose.*

- PARTIES:** This lease is made on \_\_\_\_\_, 20\_\_\_\_ between the **LANDLORD** \_\_\_\_\_, address: \_\_\_\_\_ and the **TENANTS:** \_\_\_\_\_
- PROPERTY:** The landlord agrees to rent to the tenant the property described as: \_\_\_\_\_ located in \_\_\_\_\_, Pennsylvania
- CONDITIONS:**
  - The rent for the property is \$ \_\_\_\_\_ per month. The tenant must pay the rent on the \_\_\_\_\_ day of the month and deliver it to the **LANDLORD** at the above address.
  - If the tenant fails to pay the rent on the due date, the **LANDLORD** may end this lease if the rent is more than \_\_\_\_\_ days late, the tenant must pay a late fee of \$ \_\_\_\_\_ and then another \$ \_\_\_\_\_ for each additional day that the rent is late. The late fees specified are reasonable estimations of the losses the landlord will suffer as a result of late payment of rent.
  - The term of this lease is \_\_\_\_\_ beginning on \_\_\_\_\_, 20\_\_\_\_. The total rent due for the full term of this lease is \$ \_\_\_\_\_. In the event that the tenant should break this lease without the written permission of the **LANDLORD**, the unpaid rent for the remainder of this lease will become immediately due and owing to the **LANDLORD**.
  - When the lease's term ends, it will automatically renew for a term of \_\_\_\_\_. If the landlord or tenant does not want to renew the lease, he must give the other \_\_\_\_\_ days written notice before the end of the term.
  - The tenant has checked the property and agrees that it is in clean and good condition. At the end of this lease, the tenant will return the property to the **LANDLORD** in the same clean and good condition.
  - The tenant will only use the property for residential purposes.
  - The tenant's promise to pay the rent is separate from all other promises in this lease. The tenant agrees to pay the full rent each month. If the **LANDLORD** owes the tenant any money, the tenant agrees not to deduct it from the rent due or from any other money owed to the **LANDLORD**.
- SECURITY DEPOSIT:**
  - The amount of the security deposit is \$ \_\_\_\_\_.
  - The **LANDLORD** cannot require the tenant to pay a security deposit that is more than (2) two months rent. After the first year, the landlord must reduce the security deposit to no more than one month's rent.
  - The tenant cannot use the security deposit to pay rent without the written approval of the landlord.
  - The **LANDLORD** can use the security deposit for unpaid rent and damages that are the tenant's responsibility beyond normal wear and tear.
  - When the tenant moves out, the **LANDLORD** will prepare a list of charges for damages and any unpaid rent. The **LANDLORD** can deduct these charges, if any, from the security deposit and will return the balance within (30) thirty days. The tenant must give the **LANDLORD** written notice of the tenant's new address or make other arrangements with the **LANDLORD** for the return of the security deposit.

\_\_\_\_ Initial Page 1 of 4 New Residential Lease Agreement



# What can a lease contain?

- The lease term: what dates is the tenant allowed to live there? When is move-in?
- Repairs: who must make repairs?
- Smoke Alarms: who is responsible to check the smoke alarms?
- Visitors: can other people stay for an extended amount of time?
- Entering: must the landlord provide the tenant notice before entering the property?
- Utilities: who pays for which utilities?
- Late charges: are there any late charges?
- Who responsible for snow? For leaves? For trash?

**\*\*\*IMPORTANT\*\*\*** In some 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.





## Resolving issues outside of the court

- When any problem arises, the tenant should send a written notice to the landlord. If the landlord does not respond or does nothing, the tenant should send a second notice. Important to keep records, put everything in writing.
- Security Deposit: A landlord has 30 days to return it. If any money is deducted, the landlord must itemize deductions or the tenant can sue for twice the amount.
- Repairs: Take pictures of damage. Call 311 to file a complaint with the Department of Permits, Licenses and Inspections. A health and housing code inspector will be sent. **DO THIS BEFORE FILING ANY COMPLAINT.**
  - Repair and Deduct: Landlord must be notified of issue and not responded, tenant makes repairs and deducts costs from future rent. Cannot exceed the monthly rent amount. Keep receipts and estimates and inform the landlord of this action.



# What is an eviction?



**“Self-Help Evictions”** - when a landlord uses illegal means to evict a tenant. These can include: turning off utilities, changing locks, removing a tenant’s belongings, etc.

- A landlord can decide to evict a tenant for three reasons:
  - The term of the lease has ended
  - The tenant has violated conditions in the lease
  - The tenant has failed to pay rent – there is a right to cure this nonpayment. However, if this happens on a number of occasions, split of opinion whether landlord can file a complaint for eviction
- The tenant will receive a copy of the complaint in the mail and instructions to answer it.
- A tenant can file a counterclaim right up to the hearing. This means the tenant wants to sue the landlord at the same hearing for any expenses, such as back rent.



# Going to Court



# How does a Civil Suit work?

## Civil Suit

Between two litigants (plaintiff and defendant)

Determines whether defendant is liable for injury or harm done to plaintiff

Plaintiff must have preponderance of evidence

No right to an attorney





# How a Case Gets to Court

- Landlord and/or tenant perceives a violation of the lease agreement or Landlord-Tenant law.
- Landlord and/or tenant files a complaint with the Magisterial District Court where the property is located. There are fees involved with filing a case.
- The Court may have advocates/ interviewers to assist in completing the necessary forms, but this is not legal advice.
- The Plaintiff must then serve the complaint on the Defendant.
  - If Plaintiff does not serve the Defendant or service is defective, then the case will be dismissed.
- The Court will set a hearing date., typically 5-10 days after complaint is filed
  - If defendant does not show up, the Court may enter judgment against the absent party
  - If plaintiff does not show up, the court may dismiss the case.
- Defendants can file a continuance to move the trial date back, and the Court may grant such continuances if justice so requires. These motions must be made in writing and filed at least (10) days before the hearing date.



# What a landlord should bring to court to support its case

- The written lease
- Housing Inspection License if operating a multi-unit building
- A copy of the Notice to Quit, unless the lease waives this notice
- Unpaid utility bills if the lease requires the tenant to pay them
- Photographs of alleged damages
- Proof of payment, invoices and estimates
- Communications between parties about any damages
- **WHEN IN DOUBT, BRING EVERYTHING WITH YOU**





# What a tenant should bring to court to support its case

- To sue for repairs, habitability, running water
  - The written lease
  - Pictures of the conditions
  - Notices to the landlord of the conditions
- To sue for a security deposit:
  - The written lease
  - Documentation that the key was returned and a forwarding address was provided
  - Documents from the tenant to the landlord demanding the return of the security deposit

WHEN IN DOUBT, BRING EVERYTHING WITH YOU.



# Who has power?

- Judges
  - Rulings are binding, but may be appealed
- Court staff
  - Can direct people where to go and enforce court etiquette rules
- Lawyers
  - Provide access to the judicial system
- *Pro se* parties
  - Represent themselves without a lawyer, may be able to request to record the proceeding
- Security
  - Can remove unruly individuals from the courtroom.

The courtroom is a public area, however, and all people are allowed to observe judicial proceedings. All parties should treat each other with respect and with courtesy.





# Obtaining a Stay of Eviction

- If a judge has granted a landlord an order for possession, a tenant must file a Notice of Appeal within 10 days to pause an eviction.
- If a tenant does this, they must pay their monthly rent money into an “escrow” account. This is a separate bank account that shows you are still able to pay rent while the appeal is taking place. If the tenant wins the appeal, the tenant will stay and the landlord will receive the money.
- If a tenant is low-income, they may qualify for an In Forma Pauperis (IFP) waiver. This waiver will allow the tenant to pay only 1/3 of the monthly rent into an escrow account. The other 2/3 will be made payable within 20 days.



# Appealing a decision

- If a landlord or tenant wants to appeal a decision, they must first file a “Notice of Appeal” with the Department of Court Records, Civil/Family Division (DCRCFD). Or with the Prothonotary (outside of Philadelphia)
  - If a money judgment was entered, either party has 30 days after the judgment to appeal.
  - If an “order for possession” was issued, an appeal must be filed within 10 days.
- The Notice of Appeal will be served on the other party. Once they receive the notice, they have 20 days to file a response.
- The appeal will be scheduled for a mandatory arbitration hearing. This means a panel of lawyers will act as a judge and will hear the case and evidence “de novo” (without knowing the decision of the previous court).
- The arbitration panel will reach a decision. If any party is unhappy with the decision, they can file a “Notice of Appeal of the Arbitration Award.”
- This case may then go to the Court of Common Pleas for a trial.

## **COVID MORATORIUMS**

**There is a federal eviction moratorium through October 3, 2021 – CDC**  
**<https://cdc.gov/coronavirus/2019-ncov/communication/Signed=CDC-Eviction-Order.pdf>**

**Must complete a CDC Declaration form, sign it and present to landlord**  
**<https://cdc.gov/coronavirus/2019-ncov/downloads/declaration-form.pdf>**

**No Order of Possession shall be issued or acted upon in the 5<sup>th</sup> Judicial District as long as the CDC Order continues to apply to the case. CDC Order applies to end of lease cases as well as non-payment of rent cases**



# Emergency Rental Assistance Program (ERAP)

- The Covid-19 pandemic has caused ongoing economic losses to landlords and tenants. An unprecedented number of potential evictions was anticipated by government officials across the country.
- In December, 2020 and March, 2021, Congress passed two laws making monies available to state and local governments to prevent unnecessary evictions due to Covid 19. The states and local governments were responsible to pass the funds on for use by landlords and tenants.
- The US Department of Treasury (Treasury) refers to these two laws, taken together, as the Emergency Rental Assistance Program. The Allegheny County Department of Human Services (ACDHS) is the local government agency responsible to work with Treasury and process the applications of local landlords and tenants who seek ERAP funds.
- Applications to ACDHS for ERAP funds take about 30 to 45 days to process.



# ERAP Application Form & Assistance

Allegheny County  
Department of Human  
Services (ACDHS). Submit  
the ERAP application at:

- <https://covidrentrelief.alleghenycounty.us/>

Action Housing administers the  
ERAP Applications for  
ACDHS. Contact Action Housing  
for assistance:

<https://actionhousing.org/our-services/emergency-rental-assistance-program/>

# Allegheny County Response to Covid-19 and ERAP

PENNSYLVANIANS FOR  
MODERN COURTS



- Due to the lengthy application process to receive ERAP funds, approximately 60 million dollars of ERAP funds remained to be distributed in Allegheny County as of August 4, 2021.
- The judges of the Allegheny County Courts recognized the lengthy application process would lead to many unnecessary evictions. Landlords and tenants were running out of time to receive the ERAP funds. In addition, the Allegheny County Courts realized the strict procedural timelines the Magistrate District Judges were required to follow in eviction cases would prevent residents from receiving the funds many were entitled to.
- On August 6, 2021, the Allegheny County Courts received permission from the Pennsylvania Supreme Court to suspend several of the strict timeline requirements in landlord-tenant cases before Magistrate District Courts.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
ADMINISTRATIVE DOCKET

IN RE: FIFTH JUDICIAL DISTRICT )  
TEMPORARY PROCEDURES )  
REGARDING CERTAIN RESIDENTIAL )  
LANDLORD TENANT ACTIONS )

NO. AD- 21- 110

PJ

CLERK OF COURT  
COURT HOUSE  
ALLEGHENY COUNTY, PA

2021 AUG -9 AM 8:19

FILED

**ORDER OF COURT**

**AND NOW**, this 6<sup>th</sup> day of August 2021, this Court recognizes that rent assistance through the Emergency Rental Assistance Program and other programs is available for landlords and tenants in Allegheny County and that landlords and tenants may require time to apply for such assistance and additional time for their applications to be processed. This Court further recognizes that on August 4, 2021, the Centers for Disease Control and Prevention (CDC) issued a new Order temporarily halting certain evictions in certain areas to prevent further spread of COVID-19. Therefore, pursuant to the Pennsylvania Supreme Court Order of August 6, 2021 granting authorization for this Administrative Order the following is hereby **ORDERED, ADJUDGED and DECREED.**

1. Initial hearing dates for residential landlord tenant actions filed at the Magisterial District Courts to which these procedures apply shall be scheduled at the latest available landlord tenant court date consistent with Pa.R.C.P.M.D.J. 504 and may be scheduled up to fifteen (15) days beyond the time limit set forth in Rule 504, if the Magisterial District Judge finds it necessary due to the volume of cases already scheduled.
2. If at the initial hearing in these cases, the tenant indicates that the tenant has submitted or will submit an application for rental assistance under the Emergency Rental Assistance Program or any other rental assistance program, the initial hearing date shall be used as a status conference rather than a hearing. During the status conference the Emergency Rental Assistance Program and other rental assistance programs shall be considered by the parties. The Allegheny County Department of Human Services shall provide information and assistance regarding the application processes.
3. Any initial hearing previously scheduled on residential landlord tenant actions to which these procedures apply shall be treated as a status conference in the manner described in this Order.



4. If, at the status conference, the Court finds that an application for rental assistance has been submitted or will be made, the case shall be continued to allow for sufficient time for the application to be processed. Multiple continuances may be granted to allow for sufficient time for the application to be processed and the rent relief to be provided. A hearing shall not occur while good faith efforts are being made to obtain assistance that would be reasonably likely to prevent the eviction under Pa.R.C.P.M.D.J. 518.
5. If an existing residential landlord tenant action to which these procedures apply has not otherwise been postponed pending application for or receipt of rental assistance pursuant to the procedures above, then a party may request a continuance of the proceedings, including the execution of an Order of Possession. Such request must assert that an application for rental assistance has been submitted and the existence of the application must be verified with the Allegheny County Department of Human Services. If the Magisterial District Judge determines that such an application has been submitted and that good faith efforts are being made to obtain assistance that would be reasonably likely to prevent the eviction under Pa.R.C.P.M.D.J. 518, then a continuance shall be granted, and a status conference scheduled. The status conference shall be used to determine the ongoing status of the application. Multiple

continuances may be granted to allow for sufficient time for the application to be processed and the rent relief to be provided. An eviction shall not occur while good faith efforts are being made to obtain assistance that would be reasonably likely to prevent the eviction under Pa.R.C.P.M.D.J. 518.


6. Information for COVID-19 related rent assistance through the Emergency Rental Assistance Program and Allegheny County DHS resources can be found online at:  
<https://www.alleghenycounty.us/Human-Services/Programs-Services/Basic-Needs/Housing-and-Homeless.aspx>.
7. Additional information about other rental assistance programs may be found at the following links:
  - <https://www.ura.org/pages/covid-19-resources-for-residents>
  - <https://renthelpppgh.org/>

In cases to which the new CDC Order applies and the action is, at least in part, for non-payment of rent, the case may still proceed pursuant to the procedures set forth above in items 1 through 7.

In any event, no Order of Possession shall be issued or acted upon as long as the CDC Order continues to apply to the case. Consistent with prior orders of this Court, the CDC Order shall be considered to apply to end of lease cases as well as non-payment of rent cases.

This Order shall become effective immediately and shall remain in effect through October 31, 2021.

BY THE COURT:

  
\_\_\_\_\_, P. J.  
Kim Berkeley Clark  
President Judge



# How did August 6 Order Change Eviction Procedure in Magistrate District Courts?

- Example 1: Until October 31, 2021, ACDHS employees attend landlord-tenant hearings to help parties apply for ERAP funds;
- Example 2: The initial hearing in such cases can be scheduled up to 15 days beyond the time set under the prior rules. Instead of a hearing, this meeting may be treated as a status conference for the parties to consider making application or for checking the status of their existing applications;
- Example 3: The case proceedings would allow postponements so that evictions would not occur while good faith efforts were being made to obtain rental assistance. These efforts must be “reasonably likely to prevent the eviction” that would have occurred under the prior strict timelines.



## Other Resources

- Pennsylvanians for Modern Courts Pittsburgh Contact: Tom Bailey, 412-467-9262 or [Tbailey@pmconline.org](mailto:Tbailey@pmconline.org)
- Pennsylvania Courts website, “Learn,” <http://www.pacourts.us/learn>
- Philadelphia Bar Association, “For the Public,” <http://www.philadelphiabar.org/page/ForThePublic?appNum=2>
- Pennsylvanians for Modern Courts, “About the Courts,” <http://pmconline.org/home>

### **Neighborhood Legal Services**

Free legal help in civil cases for eligible clients

412-255-6700

Online intake available at [www.nlsa.us](http://www.nlsa.us)

Pittsburgh office:

928 Penn Avenue

Pittsburgh, PA 15222

Other offices serve Beaver, Butler and Lawrence counties: 1-866-761-6572



# Allegheny County Law Library

## Pennsylvania Landlord and Tenant Law

### Primary Sources

#### 1) Statutes (State laws):

##### *Purdon's Pennsylvania Statutes, Annotated*

Title 68, Real and Personal Property;

Chapter 8, Landlord and Tenant; Section 250.101 et.seq.

#### 2) Administrative Codes and Regulations:

##### *Pennsylvania Code*

Title 246, Minor Courts Civil Rules

##### *Pennsylvania Bulletin*

*Pennsylvania Rules of Court* Magisterial District Judges. Rule 501-582.



### 3) PA Cases:

*West's Pennsylvania Digest 2d* Landlord and Tenant

## Secondary Sources

### 1) Encyclopedias

*Pennsylvania Law Encyclopedia, 2d*

Vols. 30 & 31, Landlord and Tenant KFP65.P42

*Standard Pennsylvania Practice 2d.* Landlord and tenant KFP530.S7

*Summary of Pennsylvania Jurisprudence 2d.* Vol. 8 Property. KFP65.L42

### 2) Citators

*Shepard's Pennsylvania Citations*

*KeyCite* (Westlaw)



### 3) Book Subjects

Pennsylvania landlord and tenant

Pennsylvania leases

Pennsylvania evictions

Also, browse the Main Reading Room shelves at KFP117

### 4) Forms

***Civil / Housing Court Forms, Filing Fees & FAQs***

***[https://www.alleghencourts.us/civil/Housing\\_Court.aspx](https://www.alleghencourts.us/civil/Housing_Court.aspx)***

***Dunlap-Hanna Pennsylvania Forms.***

Vol. 5 Real Property, Chapter 58 Leases KFP68.M4





## 5) Introductory Resources

- \*Every Landlord's Legal Guide by Marcia Stewart, Ralph Warner & Janet Portman. 13th ed. KF590.Z9 2016 Self-Help Collection
- \*Every Tenant's Legal Guide by Janet Portman and Marcia Stewart. 8th ed. KF590.Z9P67 2015 Self-Help Collection
- \*Landlord Tenant Law in a Nutshell by David S. Hill. 6th ed. KF590 .Z9 H45 2018
- Renter's Rights: the Basics by Janet Portman and Marcia Stewart. 9th ed. KF 590 .Z9 673 2018 Self-Help Collection
- \*Understanding Property Law by John Sprankling. KF561 .S67 2017 4th ed. located at DCLI

## 6) Treatises (2012 or newer)

- \*Bisel's Pennsylvania Real Estate Lawsource. KFP112 .A3 2021
  - \*Landlord-tenant Law: From Lease to Eviction. NBI KFP117 .A75 L3635 2020
  - \*Representing Residential Landlords and Tenants. PBI. KFP117 .R46 2020
  - \*Retail, Office and Restaurant Leases: Key Provisions and Warranties by Charles E. Bobins. NBI. KFP117.3 .A75 R48 2015
  - \*Retail, Office and Restaurant Leases: Key Provisions and Warranties by Thomas Gacki. NBI. KFP117.3 .A75 R48 2015b
  - \*Thorny Issues in Pennsylvania Landlord Tenant Law. PBI. KFP117 .A75 T48 2016
- [=/states/pennsylvania/renting/tenantright](https://states/pennsylvania/renting/tenantright)



## 7) Websites

\*Overview of Landlord-Tenant Laws in Pennsylvania. NOLO -  
<http://www.nolo.com/legal-encyclopedia/overview-landlord-tenant-laws-pennsylvania.html>

\*Pennsylvania Landlord Tenant Law Landlord Protection Agency –  
<https://www.thelpa.com/lpa/landlord-tenant-law/pennsylvania-landlord-tenant-law.html>

\*Pennsylvania Rental Laws Apartments.com -  
<https://www.apartments.com/rental-manager/resources/state-laws/pennsylvania>

\*Pennsylvania Security Deposit Law Landlord Protection Agency –  
<https://www.thelpa.com/lpa/landlord-tenant-law/pennsylvania-security-deposit-law.html>

\*Tenant Rights PaLawHelp.org - <https://www.palawhelp.org/issues/housing-and-shelter/tenants-rights>

\*Tenant Rights, Laws and Protections: Pennsylvania HUD -  
<https://portal.hud.gov/hudportal/HUD?src>



# Questions?