


13 TENANT RIGHTS ALL PENNSYLVANIA LANDLORDS MUST KNOW

 LANDLORDS - GET A
FREE RENTAL ANALYSIS



Owning and renting out properties is a two-way street. Landlords have rights and responsibilities. Tenants also have rights and responsibilities. When everyone is on the same page about what they can do and what they are entitled to under the law, the landlord-tenant relationship can be a smooth one. Although you might be more concerned with your rights under the law as a landlord, it's also essential that you know and understand the rights of your tenants.

There are two categories of renter rights – federal rights and state rights. If you own and lease property in Central Pennsylvania, you'll want to have a grasp of tenant rights in Pennsylvania under the Landlord and Tenant Act. Here is a rundown of some of the rights tenants have when looking for a home, when signing the lease and after they've moved in.

Tenant Rights During the Apartment Search



TENANT RIGHTS DURING THE APARTMENT SEARCH

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1. Equal Housing Rights

Landlords can't discriminate against people in several categories under the Fair Housing Act. Under the federal law, those categories are:

- Color
- Disability
- Familial status
- National origin
- Religion
- Race
- Sex

In some states, other classes are also protected against housing discrimination. In Pennsylvania, it's illegal to deny housing to someone based on their age or because they are pregnant. Some cities and municipalities in the state also forbid discrimination based on a person's gender identity or sexual orientation.

Although federal law prohibiting discrimination in housing has been

around since the late 1960s, the problem persists. In 2017, there were more than 28,000 complaints of housing discrimination. The three categories that saw the most complaints were disability, race and family status. If you're concerned that you, as a landlord, will inadvertently discriminate against a potential tenant, working with a property management company when screening and selecting tenants is one way to avoid doing so.

2. Marketing and Advertising Rights

When a landlord markets or advertises an apartment or other property for rent, they need to be sure that the marketing doesn't violate the Fair Housing Act or discriminate against tenants. For example, a landlord can't write "no children" in an ad for an apartment. It's also against the law to use words that might refer to a tenant's race, sex, religion or other description that is protected under the law.

3. Rights Regarding the Credit and Consumer Check

It's fairly common for landlords to run a credit check on a potential tenant. While having a history of good credit doesn't guarantee that a tenant will pay their rent on time, it does suggest that a tenant has a history of doing so.

Under the Fair Credit Reporting Act, landlords need to follow a few rules and guidelines to make sure that they aren't violating a tenant's rights. First, a landlord can only get a credit or consumer report on a current or potential tenant if they have that person's permission.

Once you've reviewed a tenant's credit or consumer report, you can decide what to do next. However, if you do anything except offer a lease to the tenant, your actions could be considered "adverse."

Adverse actions after reviewing a report include:

- Requiring a co-signer

- Turning down the application
- Increasing the rent
- Increasing the security deposit

If you choose to do any of those things, you must let the tenant know, and you need to provide them with the opportunity to learn why they are being denied or charged a higher amount. Tenants have the right to see their reports and to dispute any inaccurate information that might be on their reports.

Tenant Rights on the Lease



Tenants' rights influence what you can and can't include on a lease and how much you can collect from the tenant up front. Here are a few tenant rights that relate to the lease.

4. The Security Deposit

As a landlord in Pennsylvania, you're allowed to collect up to two months' worth of rent as a security deposit during the first year a tenant lives in a property. If a tenant lives in your property for two years or longer, you are only allowed to hold up to one month's worth of rent as a deposit. After two years, the tenant has the right to receive interest on the security deposit.

5. Lead-Based Paint and Other Notices

If the apartment or house you are renting dates from before 1978, you need to provide tenants with a notice about lead-based paint, including an EPA-approved pamphlet on the subject. If you know for a fact that the paint used on the interior or exterior of the property contains lead, you need to state that in the lease.

6. How Many People Can Live in the Property

Who can live in the rental property and who can visit it? Pennsylvania landlord-tenant law allows tenants the right to have visitors as long as they continue to observe their other obligations as a tenant.

Under the act, a landlord doesn't have the right to forbid overnight guests or to limit the number of visitors a tenant has in a week or month.

When it comes to how many people can live in an apartment or other rental property, the standard is two people per bedroom. That means a two-bedroom house technically has space for up to four people. The recommendation isn't set in stone, though, and there might be acceptable reasons for a landlord to allow fewer occupants. For example, if each bedroom was tiny, a court might allow a landlord to restrict the number of occupants to one per bedroom.

On the other hand, there are also cases where the two people per bedroom standard doesn't apply if more people are living in a property. For example, if a couple living in a one-bedroom apartment has a baby, a landlord will have a difficult time evicting the couple for occupancy reasons.

7. Rights If the Lease Terms Violate the Law

Although a lease is a legal agreement between a landlord and a tenant, putting a clause into a lease that violates the law doesn't make the clause legitimate. For example, if a landlord includes a "no pets" policy in the lease and also states that service animals aren't allowed in the home, the clause forbidding service animals won't be

enforceable, since it violates the Fair Housing Act. Likewise, if a landlord tries to put a “no children” provision in the lease or forbid overnight guests, those clauses won’t be enforceable.

Tenant Rights After They Have Moved Into a Property



Tenants’ rights don’t come to an end after they move into an apartment. Pennsylvania rental property laws extend to a tenant’s use and enjoyment of a home after they’ve signed the lease, received the keys and moved in their belongings.

8. Right to Quiet Enjoyment

Once they’ve signed the lease and paid their rent, tenants have the right to enjoy their home peacefully. The right to quiet enjoyment of a property for a tenant means that a landlord doesn’t have the right or permission to enter the property whenever they want. A landlord can’t drop by to check in on a tenant or act as if the home is their home, too.

If a landlord does need to enter the property to make repairs or for another legitimate reason, they have to provide the tenant with reasonable notice. Although there’s no exact definition for “reasonable” notice, it’s generally thought to be at least 24 hours in advance.

9. Right to a Safe and Habitable Home

Tenants have a right to occupy and live in a safe and habitable home. In 1979, the Pennsylvania Supreme Court decided that it is the responsibility of the landlord to ensure that a property is safe and sanitary. A landlord can't force a tenant to move into a home "as-is" and can't expect or demand that a tenant be responsible for repairs.

Several factors can influence whether or not a home is safe and appropriate for human habitation. Generally speaking, a property needs the following to be considered safe and sanitary:

- Working smoke alarms
- Working hot water
- Drinking water
- Heat
- Adequate waste disposal and sewage
- Functioning/locking windows and doors
- Functioning bathroom(s)

Although a tenant has the right to a safe home, they also have some responsibilities. For example, if the heater breaks or if there is an issue with the water lines or sewer, they need to notify the landlord. It is then up to the landlord to provide repairs or to correct the problem in a timely fashion. The timeframe for correcting the issue depends in large part on the problem and the season. If the furnace breaks in the middle of January, then it needs to be fixed right away. But if it breaks in August, a landlord can put off repairs until they are needed.

Tenant Rights If There Is Something Wrong

If there is a problem with the property, tenants aren't out of luck. In Pennsylvania, they have several options if their landlord doesn't take action or make repairs in a timely fashion.

10. Right to Withhold Rent

There are often rumors among tenants that if their landlord doesn't make corrections or fix issues, then they don't have to pay rent. Pennsylvania rental property laws do include a provision that allows tenants to stop paying their landlord rent if there is a problem with the property that makes it uninhabitable.

Under the law, tenants don't have the right simply to stop paying rent, though. There is a process to go through and a procedure to follow if they remain in the property. If the tenant has told the landlord of the problem and the landlord hasn't repaired or corrected it, the tenant has the right to have the city or municipality's housing inspector come out to investigate.

What happens next depends on the inspector's decision. If the inspector declares the home to be uninhabitable, the tenant does not need to keep paying rent on the property. Should the tenant decide to remain in the property, then they will pay rent, but not to the landlord. Instead, their monthly rental payments will go into an escrow account. If the landlord makes the needed repairs within six months, they will get the money in the escrow account.

11. Right to “Repair and Deduct”

Another right tenants have in Pennsylvania is to make necessary repairs themselves, then deduct the cost of their repairs from their rent. To qualify for this provision, repairs need to meet certain conditions. First, the tenant needs to have told the landlord about the problem. Second, the repairs need to have been necessary to make the property habitable – a tenant can't decide to upgrade to a newer refrigerator then charge the landlord for the fix. The repairs also need to cost less than the total amount of rent remaining on the lease.

Tenant Rights at the End of the Lease

As the end of the lease gets nearer or right after a tenant moves out, they still have a few legal rights landlords need to know about.

12. Giving the Tenant Notice

If you decide that you don't want to continue to rent to a particular tenant after their lease is up, you need to provide them with ample notice. How much notice depends on the length of the lease. For leases under one year or for month-to-month leases, Pennsylvania landlord laws require that you give tenants at least 15 days notice that you won't be renewing the lease. In the case of leases that are for a year or longer, you're required to give at least 30 days notice.

You also need to give tenants notice if you plan on evicting them. How much notice is required depends on the reason for the eviction. In Pennsylvania, it's usually anywhere from 10 to 30 days.

13. Giving the Security Deposit Back to Tenants

Tenants have the right to get their security deposit back when they move out. They need to receive the deposit back within 30 days of leaving the property. If you deducted anything from the deposit, you also need to provide an itemized list of any damages and the amount of the charges for those damages. If you don't provide a tenant with the full amount of the security deposit or with a list of damages, they have the right to sue for double the amount of the deposit.

Let AHPM Help You Manage Your Property



LET AHPM HELP YOU MANAGE YOUR PROPERTY



CONTACT US TODAY.

It might seem like a lot of work to remember all of Pennsylvania's landlord and tenant laws. Working with an experienced property management company is one way to make sure that you don't accidentally violate the law or infringe on tenant legal rights when leasing apartments. [American Heritage Property Management](#) has been helping landlords in Central Pennsylvania for more than 35 years. We handle everything from tenant screening and lease

preparation to property maintenance and tenant evictions. To learn more about how we can help you avoid the stresses and concerns of being a landlord and managing properties, [contact us today](#).

Posted by: Heather on January 16, 2019

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