

# Tenants' Rights

Common sense, a good lease, and the Pennsylvania Landlord-Tenant Law protect your tenant rights. Understanding your legal rights is a critical advantage that can help you to avoid, meet, and overcome rental problems.

Common sense is a personal attribute requiring consistent exercise. Obtain a receipt for payments to a landlord or use checks or money orders that can be verified. Read and understand anything you are asked to sign. Get a copy of anything you sign. An application to rent is not a lease and is not binding until confirmed by a lease. If you pay a security deposit with an application, you may lose the deposit if you decide not to rent the apartment after you are approved. Giving notice that you do not wish to rent an apartment before notification of approval should justify return of the deposit unless specifically denied by terms of the application or oral notice. An administrative fee may be charged for a credit check and would be nonrefundable.

Each party should read, understand, sign, and receive a copy of a lease. A lease is a legal document describing the relationship, obligations, and prohibitions of a relationship between a landlord and a tenant. An oral agreement is legal, with restrictions, in Pennsylvania. However, oral agreements are difficult to prove in court in the event of a dispute.

The Pennsylvania Landlord-Tenant Law is unique but similar to other states' laws. You don't have to be a lawyer to understand the law, but a lawyer may be helpful in asserting your rights or protecting you from abuse.

Remember that most landlords are decent, hardworking business people who desire a positive relationship with their tenants and a profit from their rentals. A few landlords create problems for some of their tenants. Resolving problems amicably in honest discussion is preferable, but if disagreements are not resolved easily, additional steps and remedies may be necessary. For minor disagreements, courts are a poor solution. If a disagreement and/or problems are major, courts may be the only solution. Often, nonrenewal of a lease is the easiest ending to a bad relationship.

## Quiet Enjoyment

Quiet enjoyment is the right to peaceful possession of the property you leased. Generally, a landlord cannot interfere with your possession and use of the property by harassing you in person or by telephone or by entering or allowing others to enter your apartment without reasonable notice and for legitimate purpose such as repairs, emergencies, or showing the apartment to prospective tenants. In addition, a landlord cannot withhold utilities or deny access by changing the locks. If a landlord does these things, you should advise him or her of your concerns in writing and in person. If the condition continues, you may complain to governmental authorities or seek court action to prohibit the action or to terminate the lease agreement.

## Habitability

Habitability means that the apartment must meet minimal construction, maintenance, and safety standards of the municipality having jurisdiction (usually the City of Pittsburgh for students).

Adequate hot and cold drinking water, sewage and waste disposal, heating, windows, doors, smoke detectors, and bathrooms are some of the elements that must be provided in residential rentals. Landlords must repair or replace those elements and others when they are broken. Tenants are responsible for notifying landlords of problems as they occur, and landlords are responsible for making repairs within a reasonable time of being notified. Making repairs satisfactorily and within a reasonable time are two areas that lead to dispute and could lead to legal action. Notify your landlord of problems in writing, and keep a record of your requests. Documentation is critical in legal actions.

## **Notice**

A landlord must give you notice if he or she feels that you are violating your lease, if he or she wants you to move out of the apartment before your lease ends (eviction), or if he or she plans to take legal action against you for violating the lease. Notice allows you an opportunity to discuss or correct the problem with the landlord, to understand the seriousness of the problem, and to prepare for legal action if no amicable agreement is reached. Many leases include a waiver of notice clause by which you agree that the landlord does not have to give you notice in the situations described but may take direct legal action as a first step. This waiver is legal in Pennsylvania if properly given in the lease. The waiver can save the landlord two or three weeks before initiating legal action against tenants who violate lease terms.

## **Security Deposit**

A security deposit is a sum of money—usually equal to one month of rent but not more than two months of rent during the first year of the lease—given to a landlord as prepayment for any apartment damages or unpaid rent or fees that occur during the term of the lease. If there are no charges, the money must be returned to you within 30 days of moving out. If any money is withheld, the landlord must provide you a written account of what was kept and why. You must give the landlord a forwarding address in writing when you move out to receive your deposit. (See [Getting your security deposit back.](#))

## **Eviction**

A landlord may not evict you without a valid reason, such as nonpayment of rent. If you refuse to leave, the landlord must begin legal action. If a court agrees with the landlord, it will order you to leave. If you still refuse, the police can physically remove you and your belongings. The landlord may not lock you out or turn off water or heat to force you to leave. For more details, review "[Are you threatened with eviction?](#)"

## **Remedies**

The remedies for actual or believed violations of a lease or the law are simple.

- Talk to the other party. Explain what the problem is and ask for corrective action. Whether it is fixing a broken window or paying rent promptly, notice is customary and usually sufficient.

- Provide written notice of the problem in addition to personal contact, or follow-up if the landlord takes no corrective action. A written note provides formal notice of the problem and provides documentation for possible legal action.
- Written notice of possible legal action if the problem is not corrected may follow or be included in the first written notice. Legal action may or may not result, but a written note notifies the other person of the possibility. If the lease contains a waiver of notice, neither party would be expected to provide this notice, such notice may not be required.
- File legal action with the district magistrate. This is the lowest court and one having jurisdiction in most landlord-tenant disputes in Pittsburgh. Housing Court and Small Claims Court also may be appropriate, depending on the circumstances.

If legal action is filed, the magistrate's office will give written notice of the complaint and a hearing date to both parties. The hearing is usually 7–10 days after filing. Both parties should prepare and appear at the hearing to present their sides of the dispute. Either party may be represented by an attorney.

The magistrate will decide who is right and who is wrong and determine what actions and penalties are appropriate. Remedies may include eviction, establishment of rent due and additional fees owed, acceleration of rent (making the entire amount of the lease term rental payable immediately), return or loss of the security deposit, termination of the lease, additional financial penalties, and possible assignment of legal costs (lawyer's fees if applicable) and court costs (filing fees).

Either party may appeal the magistrate's decision to a higher court but must do so within a specified time. During any legal action or appeal, the tenant is obligated to continue making rent payments according to the lease.

### **Other Remedies Include the Following**

- File a complaint with governmental agencies such as the Allegheny County Department of Health or the City of Pittsburgh Bureau of Building Inspection. A tenant or a landlord may ask them to examine the conditions of the apartment. If the property does not meet legal standards of construction, maintenance, or safety, notice will be given to the landlord and a time to make corrections will be set. If repairs are not made by the deadline, the landlord may be legally cited and will have to appear in court.
- The court may assess fines and costs and order closure of the property. This process is serious, and significant penalties can be assessed. It also is time-consuming and may be extended by the actions of the landlord or his or her lawyer. The law prohibits retaliation by a landlord against a complaining tenant, but retaliation may occur. If subtle, it may be difficult to prove; if aggressive, it may be physically or psychologically intimidating. A lease does not have to be renewed at the end of its term; therefore, nonrenewal is a common ending for a complaining tenant.
- Rent withholding may be undertaken only by authority of the Health Department. It may be authorized if a landlord is not responding to Health Department requests and the problems are significant. If authorized, a tenant will be given instructions to establish an escrow account in a local bank into which all rent payments and fees must be paid exactly as specified by the lease. If after six months the problems have not been corrected, the department will authorize payment of the money to the tenant and the lease will be

voided. If the landlord makes the repairs within six months, he or she will be authorized to withdraw the deposited rent.

- Repair and deduct is a self-help technique used by tenants that is sometimes available under certain circumstances. It allows a tenant to have needed repairs done and to deduct the cost of repairs from rent payments. The tenant would have to prove that the repairs were necessary to make the property habitable, the costs must be reasonable and cannot exceed the amount of rent owed for the remainder of the lease term, and the work must actually have been done. Work must meet applicable standards, and documentation for all costs must be provided. Before engaging in a repair and deduct remedy, the tenant should be careful to have previously given the landlord written notice of the defect and the steps that the tenant will take to fix if the landlord fails to repair within a reasonable time.
- A tenant also may sue for rent recovery based on the extent of the value of damages or problems. A court would determine whether the property was significantly damaged, what percentage of the apartment was lost to the tenant by the damage, and what percentage of the rent already paid to the landlord should be returned to the tenant as adjustment.
- Lastly, a tenant may ask a court to void or terminate a lease. Failure to provide or maintain a unit in a habitable condition, as defined in local building, maintenance, or safety codes, or failing to meet other significant promises or obligations made during the marketing of the property would provide the rationale for the request. As in all legal matters, documentation and witnesses are important elements to support a claim.