

Doubling of an improperly withheld deposit is not automatic and will be reduced by any actual damages you caused. For more information on filing suit before a magisterial district judge, contact the Pennsylvania Bar Association for the pamphlet “Bringing Suit Before a Magisterial District Judge.”

### Personal property

It is best to take your personal property with you when you move out. If you forget something, or if you are not able to get your belongings for any reason, the landlord is not allowed to throw your belongings away. The landlord must store everything and send you written notice about your rights to the property. You have 10 days from the date on the postmark of that notice to pick up your property or request that it be stored for an additional 30 days. The landlord pays for the storage the first 10 days. It would then be your responsibility for the storage for the additional 30 days. Landlords who violate these provisions may be responsible for paying the tenant triple the value of the property, plus attorney’s fees and court costs.

### Find a Lawyer

The Pennsylvania Bar Association can help you find a lawyer or connect you to your county bar association’s Lawyer Referral Service. Check online at [www.pabar.org](http://www.pabar.org) or call toll free at 800-692-7375.

This pamphlet has been made available to you as a public service of the Pennsylvania Bar Association.

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Note: This pamphlet has been issued to inform and not to advise. It is based on Pennsylvania law. The statements are general, and individual facts in a given case may alter their application or involve other laws not referenced here.

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# Renting a House or Apartment

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## Consumer Legal Information Pamphlets by the Pennsylvania Bar Association

### Renting a House or Apartment

A lease is an agreement between a landlord and a tenant. In the agreement, the landlord gives temporary possession of an apartment, house or property to the tenant in exchange for rent. Rent is usually money but can be property or services. Different laws may apply to manufactured home residents in manufactured home communities.

### Housing search

Decide on your budget and priorities before you start your search.

### Research

Use available tools to learn more about the landlord and property.

- Talk to current or past tenants.
- Inspect the property inside and out.
- Gather information from online resources (Better Business Bureau, online reviews or a web search engine).
- Conduct a public records search on <https://ujportal.pacourts.us/>.
- Contact the municipality to see if the property has a certificate of occupancy, if required.

### Avoid scams

Rental scams exist. Common warning signs include:

- Request for payments in cash, Western Union, Bitcoin, pre-paid credit card or other non-traceable payment forms.
- High-pressure sales techniques.
- A landlord who is unable to meet with you or show you the property.
- The deal seems too good to be true.

### Fair housing

Federal and state laws protect you from discrimination when renting housing. In Pennsylvania, discrimination in housing is prohibited on the basis of race; color; sex; religion;

national origin; ancestry; age (40 and over); pregnancy; familial status; handicap or disability; the use of a service or support animal or because the user is a handler or trainer of such service or support animals. Local municipalities may extend protections to additional classes of people. There are some fair housing exceptions under state and federal law for certain landlords who own few properties.

### The lease

There are two types of leases: an oral lease and a written lease.

An oral lease is a verbal agreement between the landlord and tenant for a lease for a period less than three years. Oral leases are not recommended because there can be disagreements over the terms later.

A written lease does not have to be in a particular form. It does have to be written in “plain language.” The lease must be easy to read and understand, using everyday words instead of legal terms. The lease must clearly state if any rights are being given up and what could happen to the tenant as a result.

Just because a lease is not written in plain language does not mean you can cancel the lease. You may be able to go to court to ask for special damages or to prevent enforcement of a provision not written in plain language.

### Reviewing a lease

Once a lease is signed, it is a legally enforceable contract. Review it carefully **before** you sign. While reviewing the lease, make sure you can answer these questions:

- What is the lease promising you?
- What is the lease term? A lease can be month-to-month or for a specific term, such as one year.

- Are there fees other than rent? If so, are you comfortable with the total cost of the lease?
- Are you allowed to rent the space to someone else either as a long-term sublet or a short-term Airbnb-type rental?
- How much is the rent? How and where do you pay it?
- Are all the promises the landlord has made in the lease?
- Are there any additional rules? Are you comfortable abiding by them?

Review the lease again anytime there is a problem with the lease or landlord, and when you are preparing to move out.

## Security deposit

A security deposit is money given to the landlord to provide a fund for the landlord to pay for damages that may occur during the time of the lease or unpaid rent.

During the first year of a lease, the security deposit may not exceed two months of rent. During the second year or more, the deposit may not exceed one month of rent.

After two years, the landlord must put the deposit in an interest-bearing escrow account and let you know where it is located. If the interest exceeds 1% per year, the additional interest must be paid to the tenant each year.

## Renter's insurance

Your landlord's insurance does not cover damage to your belongings or personal liability. Renter's insurance is inexpensive. You can obtain it through most major insurance carriers. Look for a policy that has both property and liability coverage.

## During the lease term

### Tenant rights

In addition to any rights provided in your lease, you have rights provided by law, including:

- The right to invite guests. The number of guests and duration of the visits must be reasonable.
- The right to purchase goods and services from any provider you choose.
- A separate meter for your unit for any utilities for which you pay.
- Reasonable accommodations if you have a disability and need the accommodations to be able to enjoy the rental property.

You also have the right to a habitable property and to the quiet enjoyment of your property.

### *The right to a habitable property*

Pennsylvania landlords renting residential real estate must provide tenants a living space that is safe and clean. This right is called a “warranty of habitability.” The term “habitability” refers to basic conditions such as drinkable water, heat in the winter, a working sewer and electric system, smoke detectors and functional locks for the outside doors and windows. The right to live in a habitable property cannot be waived or given up in a lease by a tenant.

If the property is not habitable, you must give the landlord written notice of the defect and a reasonable opportunity to fix it before you can exercise other remedies.

Many areas have code enforcement officers who can inspect the property, identify any conditions that make it uninhabitable, and ensure that the landlord makes the necessary repairs.

### *The right to quiet enjoyment.*

This is not as broad of a protection as it may seem. ‘Quiet’ does not refer to the amount of sound. It means the right to use and enjoy the

leased property without wrongful interference from others, typically the landlord. For example, the landlord is not allowed to keep the dumpster on your patio.

Be careful. You can sign away this right in your lease.

### Tenant responsibilities

Most of your responsibilities will be listed in your lease. If you fail to meet your responsibilities, the landlord can go to court to evict you, or to require you to pay any money you owe. The most common responsibilities include:

- Pay your rent.
- Follow the law.
- Notify the landlord when repairs are needed. It is particularly important to notify the landlord quickly if you notice water leaks or water damage.
- Keep the apartment clean and in good condition. You are not responsible for normal wear and tear, but you are responsible for damage to the unit. This can include creating conditions that allow pipes to freeze or that encourage pest infestation.

### Eviction

If the lease term ends or you as a tenant break the lease agreement, the landlord can evict if you do not move out voluntarily. The landlord is not allowed to change the locks, remove your belongings or turn off the utilities to force you out. The landlord must go through a court process to evict you.

If the eviction is only for not paying rent, then you can “pay and stay.” This means that as the tenant you may stay in the rental property if you pay the rent owed, plus court costs and late fees at any time before the eviction takes place.

The landlord starts the eviction by providing a written eviction notice. This notice can be waived by the tenant in writing. Such an agreement is

often called a “Waiver of Notice to Quit.” For failure to pay rent, 10 days’ notice is required. For other lease violations, the notice must be 15 days for leases of less than a year and 30 days for leases of more than a year.

Once the notice time expires, or if you waived the right to notice, the landlord may file an eviction action against you in court. If the judge orders the eviction, you have 10 days from the date of the judgment to file an appeal. If you would like to remain in the home during the time of the appeal, you must pay three months of rent, or the amount of rent the judge found to be due, whichever is less, plus any rent due while the appeal is pending.

## When you move out

### Security deposit return

Both when you move in, and when you move out, it is a good idea to take pictures and complete checklists to document the condition of the property. You and the landlord should sign and keep those checklists for your respective records.

If you provide a written forwarding address, the landlord is required to send you an itemized list of any damages you are being charged for, and a refund of any unused security deposit within 30 days. There are some exceptions, but 30 days usually starts when you turn in your keys and new address.

If you think the charges on the repair list are unreasonable, write a letter or email to your landlord. Be specific and keep the tone professional.

If you are not able to resolve your dispute with your landlord, or if the landlord fails to provide an itemized list or a refund of your security deposit, you have a right to go to court to ask for up to double the amount improperly withheld.