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THE GENERAL ASSEMBLY OF PENNSYLVANIA

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HOUSE BILL

No. 1051 Session of  
2015

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INTRODUCED BY DEAN, FRANKEL, DiGIROLAMO, KINSEY, SCHREIBER,  
V. BROWN, SCHLOSSBERG, C. PARKER, CALTAGIRONE, BROWNLEE,  
O'BRIEN, THOMAS, YOUNGBLOOD, McNEILL, KAVULICH, SCHWEYER,  
M. DALEY, KIM, FARINA, FREEMAN, EVERETT, TOOHL, MURT,  
SANTARSIERO, QUINN, LEWIS, COHEN, FARRY AND ACOSTA,  
APRIL 27, 2015

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REFERRED TO COMMITTEE ON URBAN AFFAIRS, APRIL 27, 2015

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AN ACT

1 Amending the act of April 6, 1951 (P.L.69, No.20), entitled "An  
2 act relating to the rights, obligations and liabilities of  
3 landlord and tenant and of parties dealing with them and  
4 amending, revising, changing and consolidating the law  
5 relating thereto," providing for early release or termination  
6 of lease because of domestic violence, sexual assault or  
7 stalking.

8 The General Assembly of the Commonwealth of Pennsylvania  
9 hereby enacts as follows:

10 Section 1. The act of April 6, 1951 (P.L.69, No.20), known  
11 as The Landlord and Tenant Act of 1951, is amended by adding an  
12 article to read:

13 ARTICLE V-C

14 TENANTS' RIGHTS IN CASES OF

15 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

16 Section 501-C. Definitions.

17 The following words and phrases when used in this article  
18 shall have the meanings given to them in this section unless the

1 context clearly indicates otherwise:

2 "Attesting third party." A law enforcement official,  
3 licensed health-care professional, victim's advocate or victim-  
4 services provider.

5 "Domestic violence." Behavior for which a police officer may  
6 arrest an individual without a warrant under 18 Pa.C.S. §  
7 2711(a) (relating to probable cause arrests in domestic violence  
8 cases).

9 "Dwelling unit." Either of the following:

10 (1) if a structure has two or more units to be leased,  
11 the designated unit within the structure, together with the  
12 fixtures and appurtenances, to be used as the home, residence  
13 or sleeping place by an individual or two or more individuals  
14 who maintain a common household regardless of their  
15 relationship to each other. Unless the lease provides  
16 otherwise, the term excludes an area associated with the  
17 structure but exterior to it, such as a parking area or  
18 grounds, or a common area within the structure, such as a  
19 hallway, entrance or basement; or

20 (2) if a structure has only one unit to be leased, the  
21 structure, together with the fixtures, facilities and  
22 appurtenances, to be used as the home, residence or sleeping  
23 place by an individual or two or more individuals who  
24 maintain a common household, regardless of their relationship  
25 to each other. Unless the lease provides otherwise, the term  
26 excludes an area associated with the structure but exterior  
27 to it, such as a parking area, detached garage, other  
28 building or grounds.

29 "Immediate family member." Any of the following who  
30 habitually reside in a dwelling unit with a tenant:

1           (1) an individual related to the tenant by blood,  
2           adoption or marriage;

3           (2) an individual having an intimate relationship with  
4           the tenant; or

5           (3) a foster child, stepchild or ward of the tenant or  
6           of an individual named in paragraph (1) or (2).

7           "Premises." A dwelling unit and the structure of which it is  
8           a part if the structure has two or more units to be leased. The  
9           term includes the exterior or interior areas:

10           (1) associated with the structure that are excluded from  
11           the definition of "dwelling unit," including the fixtures,  
12           facilities and appurtenances; and

13           (2) held out for the use of tenants generally or the use  
14           of which is promised to the tenant.

15           "Stalking." Conduct that constitutes an offense under 18  
16           Pa.C.S. § 2709.1(a) (relating to stalking).

17           "Tenant." A person entitled to possession of a dwelling unit  
18           under a lease. The term includes an assignee, sublessee and, if  
19           the tenant is not an individual, an individual the tenant  
20           authorized to occupy the dwelling unit. If the tenant is an  
21           individual, the term excludes a person who occupies the dwelling  
22           unit with the individual's permission that is not a party to the  
23           lease and does not pay rent.

24           "Victim advocate." An individual, whether paid or serving as  
25           a volunteer, who provides services to victims of domestic  
26           violence, sexual assault or stalking under the auspices or  
27           supervision of a victim-services provider or a court or a law  
28           enforcement or prosecution agency.

29           "Victim-services provider." A person that assists victims of  
30           domestic violence, sexual assault or stalking. The term includes

1 a rape crisis center, domestic violence shelter, faith-based  
2 organization or other organization with a documented history of  
3 work concerning domestic violence, sexual assault or stalking.  
4 Section 502-C. Early release or termination of lease.

5 (a) Possible release.--If, as the result of an act of  
6 domestic violence, sexual assault or stalking, a tenant or an  
7 immediate family member has a reasonable fear of further acts of  
8 domestic violence, sexual assault or stalking by continued  
9 residence in the dwelling unit, the tenant may be released by  
10 giving a notice that complies with subsection (b).

11 (b) Required release.--A tenant shall be released from a  
12 lease if the tenant gives the landlord:

13 (1) a written notice signed by the tenant of the  
14 tenant's intent to be released from the lease as of a  
15 specific date. The notice must be given at least 30 days  
16 prior to the date the tenant intends to terminate the lease;  
17 and

18 (2) one of the following:

19 (i) a copy of a valid outstanding temporary or  
20 permanent court order that restrains a perpetrator from  
21 contact with the tenant or an immediate family member;

22 (ii) other evidence of domestic violence, sexual  
23 assault or stalking against the tenant or an immediate  
24 family member, including, but not limited to, police  
25 reports, medical records or court documents relating to  
26 the tenant's or immediate family member's victimization;  
27 or

28 (iii) a written verification signed by the tenant  
29 and an attesting third party that complies with the  
30 provisions of section 503-C.

1 (c) Termination for a single tenant.--If the tenant is the  
2 only tenant who is a party to the lease, the lease terminates on  
3 the date specified in the notice given by the tenant under  
4 subsection (b) (1). The tenant is not liable for rent or other  
5 obligations under the lease accruing after the termination.

6 (d) Termination for multiple tenants.--If there are multiple  
7 tenants that are parties to the lease, the release of one tenant  
8 under this section does not terminate the lease with respect to  
9 other tenants. The landlord is not required to return to the  
10 released tenant or a remaining tenant a security deposit or  
11 unearned prepaid rent until the lease terminates with respect to  
12 all tenants.

13 Section 503-C. Verification.

14 (a) Requirements.--A verification provided by a tenant under  
15 section 502-C(b) (2) (iii) shall include the following:

16 (1) From the tenant:

17 (i) the tenant's name and address of the dwelling  
18 unit;

19 (ii) the approximate dates during which the domestic  
20 violence, sexual assault or stalking occurred, including  
21 the most recent date;

22 (iii) a statement that because of the acts of  
23 domestic violence, sexual assault or stalking, the tenant  
24 or an immediate family member has a reasonable fear that  
25 the tenant or immediate family member will suffer further  
26 acts of domestic violence, sexual assault or stalking by  
27 continued residence in the dwelling unit;

28 (iv) the proposed date for the termination of the  
29 lease or the release of the tenant from the lease; and

30 (v) a statement that the tenant understands that the

1 statements could be used in court and that the tenant  
2 could be liable for perjury as well as the damages  
3 provided in subsection (b) for making false statements in  
4 the verification.

5 (2) From an attesting third party:

6 (i) the name, business address and business  
7 telephone number of the attesting third party;

8 (ii) the capacity in which the attesting third party  
9 received the information regarding the domestic violence,  
10 sexual assault or stalking; and

11 (iii) a statement that the attesting third party:

12 (A) read the tenant's verification and has been  
13 advised by the tenant that the tenant or an immediate  
14 family member is the victim of domestic violence,  
15 sexual assault or stalking and has a reasonable fear  
16 that the tenant or the immediate family member will  
17 suffer further acts of domestic violence, sexual  
18 assault or stalking by continued residence in the  
19 dwelling unit;

20 (B) believes the tenant; and

21 (C) understands that the verification may be  
22 used as the basis for releasing the tenant from a  
23 lease.

24 (b) False statements.--If a tenant submits to a landlord a  
25 verification containing false statements made by the tenant or  
26 false statements made by an attesting third party that the  
27 tenant knew to be false, the court may award the landlord an  
28 amount up to three months' rent or triple actual damages,  
29 whichever is greater, costs and reasonable attorney fees.

30 Section 504-C. Landlord's obligations.

1 (a) Complying tenant.--If a tenant complies with section  
2 502-C, the landlord:

3 (1) except as provided in section 502-C(d), shall return  
4 to the tenant the amount of a security deposit and unearned  
5 prepaid rent, to which the tenant is entitled;

6 (2) may not assess a fee or other penalty against the  
7 tenant solely for exercising a right granted under this  
8 article; and

9 (3) may not disclose information required to be reported  
10 to the landlord under section 502-C unless:

11 (i) the tenant provides specific time-limited and  
12 contemporaneous consent to the disclosure in writing; or

13 (ii) the information is required to be disclosed by  
14 a court order or by law other than this article.

15 (b) Refusal to release.--If a landlord refuses to release a  
16 tenant who is entitled to be released from a lease under section  
17 502-C, the court shall award the tenant an amount equal to three  
18 months' rent or triple actual damages, whichever is greater,  
19 costs and reasonable attorney fees.

20 Section 505-C. Effect on perpetrator.

21 (a) Recovery of damages.--A landlord may recover from a  
22 perpetrator actual damages resulting from a tenant's exercise of  
23 a right under section 502-C. If the perpetrator is a party to  
24 the lease, the landlord may:

25 (1) except as otherwise provided in section 507-C(b),  
26 allow the perpetrator to remain in possession of the dwelling  
27 unit in which event the perpetrator shall be liable for  
28 future rent payable and other obligations of a tenant under  
29 the lease; or

30 (2) terminate the perpetrator's interest under the lease

1 by written notice to the perpetrator at least five days prior  
2 to the termination date specified in the notice and bring an  
3 action for possession against the perpetrator if the  
4 perpetrator fails to vacate the dwelling unit on the  
5 specified termination date.

6 (b) Limitation.--A perpetrator is not entitled to damages  
7 resulting from a good faith exercise of a right granted to a  
8 tenant or a landlord under section 502-C or 508-C or this  
9 section.

10 Section 506-C. Change of locks.

11 (a) Right to request.--Subject to subsections (b) and (c),  
12 if a tenant or an immediate family member has been the victim of  
13 domestic violence, sexual assault or stalking and the tenant has  
14 a reasonable fear that the perpetrator or another individual  
15 acting on the perpetrator's behalf may attempt to gain access to  
16 the dwelling unit, the tenant may ask the landlord to change the  
17 locks or other security devices for the dwelling unit.

18 (b) Duty of landlord and expense.--Not later than three days  
19 after receiving a request under subsection (a) or sooner if  
20 commercially reasonable to do so, the landlord shall change the  
21 locks or security devices at the tenant's expense.

22 (c) Right of tenant.--If the landlord fails to act in a  
23 timely manner, the tenant may change or rekey the locks or other  
24 security devices at the landlord's expense without the  
25 landlord's consent. In that event, the tenant shall provide a  
26 key or other means of access to the new locks or security  
27 devices to the landlord and to any other tenant, other than the  
28 perpetrator, that is a party to the lease.

29 (d) Right of landlord.--If the locks or other security  
30 devices are changed or rekeyed under subsection (c), the



1 landlord may thereafter change or rekey them, at the landlord's  
2 expense, to ensure compatibility with the landlord's master key  
3 or other means of access or otherwise accommodate the landlord's  
4 reasonable commercial needs.

5 (e) Prohibition.--If a perpetrator is a party to the lease,  
6 the locks or other security devices may not be changed or  
7 rekeyed under subsection (b) or (c) unless there is a court  
8 order expressly requiring the perpetrator to vacate the dwelling  
9 unit or a court order expressly prohibiting the perpetrator from  
10 having any contact with the tenant or an immediate family member  
11 and a copy of the order has been provided to the landlord.

12 (f) Limitation.--A perpetrator is not entitled to damages or  
13 other relief against a landlord or a tenant who complies in good  
14 faith with this section.

15 Section 507-C. Effect of court order to vacate.

16 (a) Landlord and tenant.--Upon issuance of a court order  
17 requiring a perpetrator to vacate a dwelling unit, the landlord  
18 and a tenant do not have a duty to:

19 (1) allow the perpetrator access to the unit unless  
20 accompanied by a law enforcement officer; or

21 (2) provide the perpetrator with a key or other access  
22 to the dwelling unit.

23 (b) Lease interest of perpetrator.--If the perpetrator who  
24 is the subject of the court order described in subsection (a) is  
25 a party to the lease, the perpetrator's interest under the lease  
26 shall terminate and the landlord and any other tenants remaining  
27 in the dwelling unit shall be entitled to actual damages from  
28 the perpetrator as a result of the termination. The termination  
29 of the perpetrator's interest in the lease shall not affect the  
30 rights and obligations under the lease of any other tenants

1 remaining in the dwelling unit.

2 (c) Duty of landlord.--Upon termination of a perpetrator's  
3 interest under a lease under subsection (b), the landlord shall  
4 return to the perpetrator, if the perpetrator was the only  
5 tenant under the lease, a security deposit and unearned rent, to  
6 which the perpetrator is entitled following the termination.  
7 The landlord's obligation to return a security deposit to a  
8 perpetrator under this subsection is subject to the landlord's  
9 claim for damages against the perpetrator as a result of the  
10 termination or for any other claim the landlord may have with  
11 respect to the security deposit under other provisions of the  
12 lease.

13 Section 508-C. Limitation on landlord's conduct.

14 (a) Prohibitions.--Except as provided in subsection (c), a  
15 landlord may not increase or threaten to increase the rent,  
16 security deposit or fees payable under a lease, decrease or  
17 threaten to decrease services required under the lease or this  
18 article, terminate or threaten to terminate a lease, refuse to  
19 renew a lease, serve or threaten to serve a notice to terminate  
20 a periodic tenancy, bring or threaten to bring an action for  
21 possession, refuse to let a dwelling unit or impose different  
22 rules or selectively enforce the landlord's rules:

23 (1) primarily because the tenant or an immediate family  
24 member is or has been the victim of domestic violence, sexual  
25 assault or stalking;

26 (2) because of a violation of the terms of the lease or  
27 the provisions of this article by the tenant resulting from  
28 the incident of domestic violence, sexual assault or stalking  
29 against the tenant or an immediate family member; or

30 (3) because of criminal activity relating to domestic

1 violence, sexual assault or stalking against the tenant or an  
2 immediate family member or a police or emergency response to  
3 a good faith complaint of activities relating to domestic  
4 violence, sexual assault or stalking against the tenant or an  
5 immediate family member.

6 (b) Right of landlord.--A landlord may terminate a lease if  
7 the landlord provided a tenant with a written notice signed by  
8 the landlord regarding a perpetrator's behavior relating to  
9 domestic violence, sexual assault or stalking against the tenant  
10 or an immediate family member, and subsequently:

11 (1) the tenant invites the perpetrator onto the premises  
12 or, without the landlord's consent, allows the perpetrator to  
13 occupy the dwelling unit; and

14 (2) the perpetrator damages the premises, harms another  
15 individual on the premises or otherwise disturbs the use and  
16 enjoyment of the premises by another tenant of the dwelling  
17 unit or of another dwelling unit in the premises.

18 (c) Willful violation.--If a landlord willfully violates  
19 this section:

20 (1) the tenant may:

21 (i) terminate the lease;

22 (ii) defend an action for possession on the ground  
23 that the landlord willfully violated this section; or

24 (iii) obtain appropriate injunctive relief; and

25 (2) the court shall award the tenant an amount equal to  
26 three months' rent or triple actual damages, whichever is  
27 greater.

28 (d) Definition.--As used in this section, the term "tenant"  
29 shall include an individual seeking to enter into a lease with a  
30 landlord.

1 Section 509-C. Termination of perpetrator's interest under  
2 lease without court order.

3 (a) General rule.--If a tenant is the perpetrator of an act  
4 of domestic violence, sexual assault or stalking against any  
5 occupant of the premises, the landlord may terminate the  
6 perpetrator's interest under a lease by giving the perpetrator a  
7 written notice signed by the landlord that:

8 (1) states the landlord's intent to terminate the  
9 perpetrator's interest in the lease immediately or on a later  
10 date specified in the notice; and

11 (2) specifies the act of domestic violence motivating  
12 the landlord to terminate the perpetrator's interest under  
13 the lease.

14 (b) Rights of other tenants.--The termination of a  
15 perpetrator's interest under a lease shall not terminate the  
16 interest of any other tenant under the lease and shall not alter  
17 the obligations of any other tenant under the lease. Any other  
18 tenant under the lease may recover actual damages from the  
19 perpetrator resulting from the termination of the perpetrator's  
20 interest under the lease.

21 (c) Return of security deposit and unearned rent.--The  
22 landlord is not required to return to the perpetrator or to any  
23 remaining tenant any security deposit or unearned rent until the  
24 lease terminates with respect to all tenants.

25 (d) Burden of proof.--In any action between the landlord and  
26 a perpetrator involving the right of the landlord to terminate  
27 the perpetrator's interest in a lease under this section, the  
28 burden is upon the landlord to prove by a preponderance of the  
29 evidence that the perpetrator committed an act of domestic  
30 violence, sexual assault or stalking.

1       Section 2. The addition of Article V-C of the act shall  
2 apply to leases entered into or extended on or after the  
3 effective date of this section.

4       Section 3. This act shall take effect as follows:

5           (1) The following provisions shall take effect in 60  
6 days:

7               (i) The addition of Article V-C of the act.

8               (ii) Section 2 of this act.

9           (2) The remainder of this act shall take effect  
10 immediately.