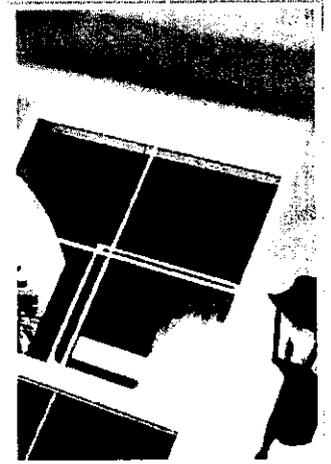


Tenants' Rights & Responsibilities

Everyone has the right to safe, decent, and affordable housing on a non-discriminatory basis.

When you rent a home, the landlord has the duty to provide a safe, warm, and dry dwelling that includes drinkable water, a working sewer disposal system, and working electrical and plumbing systems. This is known in legal terms as a warranty of habitability. This does not mean that the landlord has to pay for these things, only that these things must be available. For example, the tenant will usually pay the electric bill unless the lease states that the electric is included in the rent amount.

The following is a brief overview of the rights and responsibilities of a renter in Pennsylvania:



Tenants' Rights

Your landlord must provide:

- An adequate, safe, and sanitary water supply to every fixture in the dwelling
- One flush toilet, one bathroom sink, and one bathtub or shower
- A kitchen sink with hot and cold running water under pressure at all times
- A water heating system that provides water of 120°F or higher at every kitchen sink, bathroom sink, bathtub, or shower
- Windows or skylights in every living room and bedroom
- Heating facilities capable of heating all rooms to at least 70°F from September 1st to June 1st
- Safe, unobstructed means to exit the dwelling onto safe and open space at ground level
- Walls, floors, ceilings, windows and doors in sound condition, rodent-proof and weather-tight
- Plumbing that is properly installed and maintained in a sanitary working condition; and is free from defects, leaks and obstructions
- An electrical system that is properly installed and maintained in good working condition; and is free from defects and shock hazards.

Tenants' Responsibilities

You must:

- Pay your rent on time
- Keep the property in good order

- Inform the landlord if repairs are needed and give the landlord access to the property to carry out repairs
- Give the landlord access (by appointment) for routine inspections
- Inform the landlord of who is living in the property
- Make sure that you do not cause the landlord to be in breach of the law
- Comply with any special terms in your lease, verbal or written

The failure of a landlord to maintain the premises in good condition may be legal justification for a tenant to take defensive actions, such as moving out (even in the middle of a lease), paying less rent, withholding the entire rent until the problem is fixed, making necessary repairs or hiring someone to make them and deducting the cost from next month's rent. Tenants should be aware that none of these actions are perfect or an easy solution. Any of them could cause your landlord to try to evict you. It may be more difficult to assert your rights if you have not met your responsibilities as a tenant or broken conditions of your lease.

The Chester County Health Department and many local municipalities in the County have codes and regulations that establish minimum standards for the safe, sanitary condition of rental properties. If you think that your rental home does not meet these standards or your landlord refuses to make repairs in a timely manner, you can ask the local inspector to inspect the property. If violations are found, the landlord will be given an order to comply with the standards. If the landlord does not do the repairs, he could face fines and be prohibited from re-renting the property until the violation has been fixed.

Evictions

In Pennsylvania, a landlord MUST follow a legal procedure in order to evict a tenant from their place of residence. The following is a brief overview of the eviction process and tenant rights, based on information from [Legal Aid of Southeastern PA](#), a provider of free civil legal advocacy and education services in Chester County.

Before a tenant can be evicted, the landlord must give a written notice. If you have a written lease, the notice of termination should be in the lease. Be careful, because if you signed a lease saying that you waived any notice, then the landlord can skip this step. If you do not have a written lease or your lease does not outline termination conditions, then the landlord must give you:

- 15 days notice for a term of one year or less
- 30 days notice for a term of more than one year
- 10 days notice for eviction for non-payment of rent

If the tenant does not leave by the date specified on the notice, then the landlord may file a complaint with the local District Justice. The judge will schedule a hearing within the next few weeks. The tenant will receive a copy of the complaint and a notice of the hearing date and time. The tenant needs to call the judge's office and let them know they will attend the hearing. Do NOT miss this hearing. This may be the only chance to tell your side of the story, and to correct any misinformation that the landlord has given to the judge. After the hearing, the judge will issue an Order. Even if the tenant and the landlord have worked out an agreement before the hearing date, the tenant should still attend the hearing to make sure the complaint has been dismissed or that the new agreement has been listed in the Order. If the judge rules in favor of the landlord, then the tenant will probably have to leave the premises unless the tenant appeals the Order. An appeal can be filed at the Chester County Court of Common Pleas.

Appeal

[Legal Aid of Southeastern PA](#) can help tenants through the appeal process. The court will issue a supersedes order that will stop the eviction. To file an appeal in Pennsylvania most tenants must post a bond, however, the bond may be waived for some low-income clients. Legal Aid can assist in trying to get the bond waived. Tenants must file an appeal within 10 days of the hearing. If no appeal is filed, the landlord can a

of Possession. This Order will be posted on the tenant's door and will list the earliest possible date that a constable or sheriff can come and lock the tenant out—this usually will take another 10 days from the time of the order.

Pay & Stay

A "pay and stay" order is another way to stop an eviction. If the only issue is that you owe your landlord money for the rent, the judge might issue an Order that says that the eviction will be blocked if the tenant can come up with the entire amount owed before the constable or sheriff shows up to escort the tenant off the property. If you are worried that the landlord will not notify the judge to stop the eviction, you can pay the amount directly to the constable.

If the landlord shows up with a locksmith without having followed the legal process, call the police and tell them that the landlord has illegally locked you out. The police, if convinced that you are a tenant and that the landlord didn't follow the proper procedures to evict you, may stop the lock-out or let you break back into the apartment. If you try to get back into your apartment without the assistance of the police you may be arrested. If you suspect your landlord may try to lock you out, be sure to carry your important papers with you, particularly something that proves that you live there.

Rental Housing Complaints

Several municipalities in Chester County maintain their own code enforcement office. [Click here for the list](#). If you have a complaint that is not relevant to public health (high grass/weeds, abandoned vehicles, junk/debris accumulations, etc.) please call the municipality. If you live in one of these municipalities and have a housing complaint, please [contact the code enforcement office for your area](#). If you live in a municipality that does not have a code enforcement office, please call 610-344-6225 or send us an [email](#).

This information is not a substitute for legal advice. If you have a legal problem you should consult a lawyer for specific legal advice. If you have questions, call Legal Aid of Southeastern PA at 877-429-5994.