

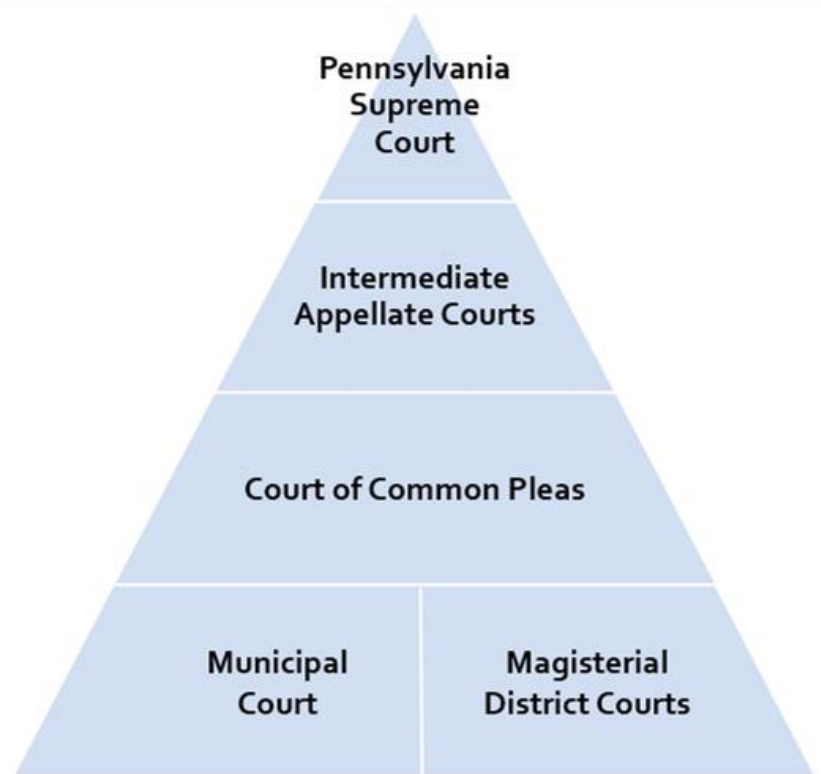
The Who and the Why?

- **Evictions are constantly happening.** An estimated 2.3 million evictions were filed in America in 2016, about 6,300 people a day.
- **Evictions have skyrocketed due to Covid-19.** An estimated 240,000 PA families (15% of renters) could face eviction by January.
- **Poor people spend more \$\$ on housing costs.** 3 in 4 spend 50%. 1 in 4 spend over 70%.
- **Vulnerable populations have a higher risk for eviction.** Poor women of color, domestic violence victims, and families with kids.

*Data from Princeton University's Eviction Lab, "Evicted" by Matthew Desmond, and Spotlight PA.

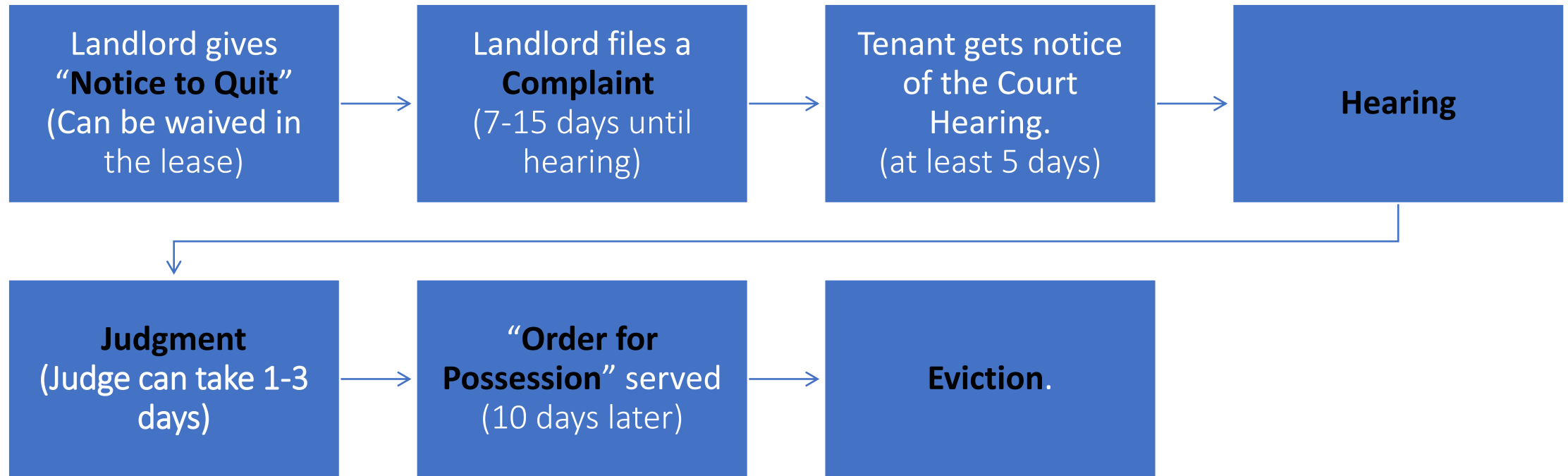


Where do landlord-tenant disputes fit in?



- **Magisterial District Courts**
 - Small civil actions (amount in controversy less than \$12,000)
 - **Landlord-tenant matters**
- **Court of Common Pleas**
 - Appeals of Money Judgments
 - **Supersedeas Appeal (Possession)**
- **Appellate Courts**
 - Appeal of Common Plea Orders

How do Evictions happen in Pennsylvania?



Illegal Evictions

What are they?

- Landlords may only evict by valid court order!
- Evictions are executed by the Sheriff or Constable, not the landlord.
- Can't throw out tenant's belongings, turn-off utilities, take doors/windows off

What to do?

- Call the police – show proof you are a tenant.
- Call Legal Aid (877-429-5994) and the Attorney General (800-441-2555)
- Keep proof of tenancy outside your home (e.g. in your car, with a trusted neighbor)

Post Judgment

10 day appeal (supersedeas):

- Tenant must pay appeal fee (or get fee waived), monthly rent, and bond.
- If tenant is low-income, or on Section 8, they don't have to pay bond. (affidavit)
- Tenant can stay in the property while appeal is pending.

30 day appeal:

- To appeal the money judgment only.
- Tenant must move out.
- Must pay appeal fee (or get it waived).

Pay and Stay: if eviction is for non-payment of rent only, tenant can pay what they owe, with court costs, prior to eviction and stay.

Judgments are garnishable, public record, and can affect credit rating.



NOTICE OF JUDGMENT/TRANSCRIPT
Residential Lease

Mag. Dist. No: MDJ-32-1-20
MDJ Name: Honorable Wilden H. Davis
Address: 529 Penn Street
Chester, PA 19013
Telephone: 610-876-2151

v.

Legal Aid Of Southern Pennsylvania
419 Ave of the States Ste 605
Chester, PA 19013

Docket No: MJ-32120-LT-0000-2019
Case Filed: 11/20/2019

Disposition Details

Grant possession. Yes
Grant possession if money judgment is not satisfied by the time of eviction. No

Disposition Summary (cc - Cross Complaint)

<u>Docket No</u>	<u>Plaintiff</u>	<u>Defendant</u>	<u>Disposition</u>	<u>Disposition Date</u>
MJ-32120-LT-0000-2019			Judgment for Plaintiff	12/17/2019

Judgment Summary

<u>Participant</u>	<u>Joint/Several Liability</u>	<u>Individual Liability</u>	<u>Amount</u>
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00

Judgment Finding (*Post Judgment)

In the matter of vs. on MJ-32120-LT-0000-2019 on 12/17/2019 the judgment was awarded as follows:

The amount of rent per month, as established by the Magisterial District Judge, is \$180.00

<u>Judgment Component</u>	<u>Joint/Several Liability</u>	<u>Individual Liability</u>	<u>Deposit Applied</u>	<u>Amount</u>
Costs	0.00	\$0.00		\$0.00
Rent in Arrears	0.00	\$0.00		\$0.00

Grand Total: \$0.00


Portion of judgment for physical damages arising out of residential lease: \$0.00

Comments:



Language Access Rights for Limited English Proficient Clients



- Title VI of the Civil Rights Act of 1964 requires that agencies receiving federal funding need to provide language access. (Eg. courts, housing authorities, and other subsidized housing units.)
 - Language Access = Right to interpretation (oral) and right to translation of vital documents (written).
 - Montco Courts "Language Access Coordinator" = Carol Dillon
phone: (610) 278-3231
email: languageaccesscoordinator@montcopa.org
 - HUD
Complaints: https://www.hud.gov/complaints_home
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Overview

A program to address evictions in Montgomery County, run by Your Way Home of Montgomery County, Legal Aid of Southeastern PA, and the Montgomery Bar Association.

Goal: Prevent evictions by combining rental assistance and same day pro bono representation for tenants that have been sued in District Justice Court

Currently operating in Norristown, Pottstown, Norriton, Lansdale, and Jenkintown (Judges Cerski, Levine, Kropp, Paladino, Hunsicker, Scott, and Alfarano)



Rent Relief Payment

1. EPIC assistance is currently capped at \$2,000.00 per case.
2. Other rent assistance or tenant contribution can be used to make up any amount owed over \$2,000.00, so long as it satisfies the judgment.
3. Assistance from EPIC can be received post-judgment, so long as the order is issued as a pay and stay order.
4. Payment is issued by EPIC directly to landlord by check, usually within 10 days of the agreement.
5. The amount of assistance will be increased by virtue of the ERUC grant funds to 12 months of rent and utilities, and up to three months prospective rent (not utilities), as of March, 2021 (exact dates to be determined).



Rental
Assistance
PA = \$852,182,000

Bucks County: Bucks County Housing Link
(800) 810-4434

Chester County: Call 211 or visit
<https://www.pa211.org>

Delaware County: Community Action
Agency of Delaware County. (610) 874-8451
<https://caadc.org>

Montgomery County: Call 211 or visit
<https://www.pa211.org>



ERUC Rent Relief: Applicability

- I. Who does the Program apply to?
 - a. Tenants residing in Montgomery County, Pennsylvania; the property at issue must be located within the county.
 - b. Tenants in any ‘residential property’, which is defined as “any property leased for residential purposes”.
 - c. This includes any house, building, mobile home or land in a mobile home park, or similar dwelling leased for residential purposes.
 - d. This assistance program does NOT apply to any hotel, motel, or other guest house rented to a temporary guest.
- II. Requirements to qualify for Assistance:
 - a. Tenants must be at or below 100% of area adjusted median income at the time of the application.
 - b. Tenants must have rent arrears and/or an eviction notice and/or utility arrears and/or a utility shut-off notice at the time of application in order to receive assistance.
 - c. Tenants are unable to pay full rent and/or utility arrears that have accrued.
 - d. Tenant can self-report a COVID-19 hardship.

ERUC Rent Relief: Benefits

- I. Assistance that that the Program offers:
 - a. **Financial Assistance:** ERUC program provides 12 months in back rent and utilities, and up to three months prospective rent (no utilities).
 - i. The program offers coverage of any arrears accrued between March 1, 2020 and the present.
 - ii. The program does NOT offer financial assistance for any arrears accrued before March 1, 2020, nor any future utilities.
 - iii. The program covers late fees, legal fees, attorney's fees, filing fees, administrative fees, and other related costs of litigation.
 - b. **Protection from Eviction and Warranty of Habitability Violations:** if the financial assistance is approved, prior to receiving payments, the landlord must sign a letter agreeing that a) they don't owe taxes; b) the property meets minimum habitability standards; and c) they agree to not evict for 60 days.
 - i. In addition to the CDC Moratorium Declaration, this letter can be introduced as evidence of an agreement/lease addendum/settlement between the parties if the landlord pursues an eviction before the 60 days have run, to defend against the claim in Magisterial District Court.

ERUC Rent Relief: Providers

- I. Steps to Apply for Protections of Moratorium: applicable tenants may apply by:
 - a. Calling Your Way Home by dialing 2-1-1;
 - b. Texting their zip code to 898-211; or
 - c. Contacting any of the participating agencies below:
 - ACLAMO
 - HousingProgram@ACLAMO.org
 - 512 W. Marshall Street, Norristown, PA 19401 (or) 515 Walnut Street, Pottstown, PA 19464 (Serving Norristown and Pottstown)
 - CADCOM
 - ebaker@cadcom.org
 - 610.277.6363, ext. 118
 - 113 E. Main Street, Norristown, PA 19401 (Serving Norristown)
 - Pottstown Cluster of Religious Communities
 - www.pottstowncluster.org/COVIDrentutilityassistance
 - COVIDrentutilityassistance@pottstowncluster.org
 - 610.970.5995, ext. 115
 - 57 N. Franklin Street, Pottstown, PA 19464
 - Manna on Main Street
 - teri@mannaonmain.org
 - 215.855.5454, ext. 22
 - www.mannaonmain.org/financial-assistance-application
 - 606 Main Street, Lansdale, PA 19446b(Serving Lansdale)

CDC Declaration

09/04/20 - The Center for Disease Control (CDC) issued an eviction moratorium to protect public health for qualified tenants.

- Every adult on lease must provide a signed copy of [CDC Declaration](#) to landlord.
- Made less than \$99,000 in 2020, received a stimulus check, or not required to file taxes.
- Cannot pay rent due to an income loss or “extraordinary” medical bills.
- Tenant applied for rent assistance.
- Will become homeless or forced to “live in close quarters” if evicted.
- Must try to pay as much rent as possible.
- Sign the declaration under penalty perjury.
- CDC extended eviction ban currently through 06/30/21.

Repairs

- Document, document, document.
- “Implied Warranty of Habitability”: landlord must provide safe and sanitary conditions. [Pugh v. Holmes , 486 Pa. 272, 405 A.2d 897 \(1979\).](#)
- Solutions:
 - Complaint to code enforcement
 - Repair and Deduct
 - Escrow rent
 - Terminate lease and move out
 - Lawsuit for damages
 - Specific performance
- Pa.R.C.P.M.D.J. Rule 508: At any time before the hearing, the defendant may file a cross-complaint, asserting any claim against the plaintiff which arises out of the occupancy of the premises, without paying a filing fee.

Habitability Defense

4 Elements to the Habitability Defense:

1. Whether the defects alleged go to habitability of the leased premises;
2. Whether the defendants gave notice to the landlord of the defective condition(s);
3. Whether the landlord had reasonable opportunity to repair the defects; and
4. Whether the landlord failed to make the repairs.

At a minimum, the premises must be safe and sanitary, and factors for consideration include the existence of housing code violations and the nature, seriousness, and duration of the defect.

Every residential lease includes an implied warranty of habitability. Pugh v. Holmes, 486 Pa. 272. In order to constitute a breach of the warranty the defect must be of a nature and kind that will prevent the use of the dwelling for its intended purpose. *Id.* at 289

The implied warranty of habitability may not be waived. Fair v. Negley, 257 Pa. Super. 50

Housing Choice Voucher Program

Tenants who are on the Housing Choice Voucher Program, known as Section Eight, have their rent partially or fully subsidized with HUD funds through payments made directly to the landlord by the local Housing Authority.

The Housing Authority determines the maximum total rent to be paid to the landlord and the landlord signs a Housing Assistance Payments (HAP) Contract agreeing to this amount.

The Housing Authority determines the portion of rent to be paid by the tenant based upon tenant's income, deductions and whether tenant is responsible for utilities. A "Notice of Rent" is issued to the tenant and landlord and updated when necessary.

The HAP Contract and federal regulations provide that the tenant is not responsible for the Housing Authority's portion of the rent. If the Housing Authority stops paying because of the condition of the property the landlord cannot charge the tenant for that portion.

The HAP Contract and regulations also state that the landlord cannot collect any payment from the tenant in excess of the tenant's portion as determined by the Housing Authority. Landlords sometimes pressure tenants into agreeing to such "side payments" but they are clearly in violation of program regulations.

Security Deposits

- Can be up to two month's rent in the first year. After first year, one month's rent.
- When tenant moves out must give LL forwarding address for deposit.
- LL has 30 days to respond: return deposit or give itemized list of damages + difference.
- If LL fails to respond in writing within 30 days, waives right to sue for damages.
- Tenant can sue for 2x amount of security deposit wrongly withheld.



Legal Aid

of Southeastern PA

How to Apply to Legal Aid of Southeastern PA (LASP)

- Helpline (877) 429-5994. Mon. thru Fri., 9 – noon, and 1-4 p.m.
- www.lasp.org/apply

Additional Resources

- PA Legal Aid: Palawhelp.org
- PA Courts: <http://www.pacourts.us/forms>
- Housing Equality Center of PA <https://www.equalhousing.org/>
- Regional Housing Legal Services <https://www.rhls.org/>
- National Housing Law Project <https://www.nhlp.org/>
- Pennsylvania Utility Law Project <https://www.rhls.org/utilities/pulp/>



LASP provides free civil legal services to low income clients in Bucks, Montgomery, Delaware and Chester counties.

Practice Areas

- Family law
- Domestic Violence
- Housing
- Bankruptcy & Consumer law
- Unemployment Compensation
- Public Benefits
- SSI/SSDI
- Dependency
- Expungements
- Elder Law

