



# Consumer Guide to Tenant and Landlord Rights



## **ATTORNEY GENERAL DAVE SUNDAY**

Bureau of Consumer Protection  
Civil Rights Enforcement Section  
Impact Litigation Division



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.  
ATTORNEY GENERAL

Dear Fellow Pennsylvanian,

As you consider renting an apartment or a house or becoming a landlord it is important to understand the laws that surround the relationship between a landlord and a tenant. Whether it is your first time renting or you have rented before, it can still be a stressful process with a lot of questions. What responsibilities does a landlord have? What rights does a tenant have?

This guide to Tenant and Landlord rights helps lay out the answers to these questions and many more. This guide explains what you should know about the rental process from application, to living and when it comes time to end a lease. The Guide also provides information about state and federal resources that can offer additional information or assistance.

We hope that this Guide allows you to rent a home with confidence. If you have questions or believe your rights have been violated, I urge you to contact my Office.

I want to thank our committed attorneys who work on these issues in my Office's Bureau of Consumer Protection, Civil Rights Enforcement Section, and Impact Litigation Section for their assistance in compiling this information for you.

We will remain diligent in our efforts to protect Pennsylvanians and ensure that the rights of both tenants and landlords are upheld.

All the best,

A handwritten signature in blue ink, appearing to read "Dave Sunday", with a long horizontal flourish extending to the right.

Dave Sunday  
Attorney General

# Consumer Guide to Tenant and Landlord Rights

The Bureau of Consumer Protection, the Civil Rights Enforcement Section, and the Impact Litigation Division of the Pennsylvania Office of Attorney General are pleased to offer this Consumer Guide to Tenant and Landlord Rights in Pennsylvania.

Renting a house or apartment to live in is one of the most significant decisions you can make. Your home is a uniquely important part of your life—it is where you eat, where you sleep, where you keep your possessions, and where you spend time with friends and family. This can make any problem that arises while renting or looking for a place to rent seem overwhelming.

This Guide provides an overview of the state and federal legal requirements that govern the landlord-tenant relationship, as well as best practices when renting a place to live. We hope that the Guide informs you about what to look for when applying to rent and reviewing a lease, what to expect while renting, and what to anticipate when a lease ends.

## Consumer Complaint

If you are a tenant or prospective tenant dealing with a landlord-tenant problem, please reach out to the Bureau of Consumer Protection to file a complaint. You can file a Consumer Complaint [online](#).<sup>1</sup> You can also file a complaint with the Bureau on our toll-free Consumer Protection Hotline (800-441-2555) or email your questions to us at [scams@attorneygeneral.gov](mailto:scams@attorneygeneral.gov).

## Civil Rights Complaint

If you are a tenant or prospective tenant and believe your civil rights have been violated, please reach out to the Civil Rights Enforcement Section to file a complaint. You can file a Civil Rights Complaint [online](#).<sup>2</sup> You can also reach the Civil Rights Enforcement Section at (717) 787-0822 or by email at [civilrights@attorneygeneral.gov](mailto:civilrights@attorneygeneral.gov).

## Utility Complaint

If you are a tenant with concerns related to water, electric, natural gas, or telephone service, please reach out to the Office of Consumer Advocate toll free at 1-800-684-6560 or by email at [consumer@paoca.org](mailto:consumer@paoca.org).

\* \* \*

**This Guide is intended to guide consumers on the legal requirements and best practices when renting a place to live. The Guide is not legal advice and the Office of Attorney General cannot give specific legal advice to individuals. If you have questions concerning the specific application or interpretation of the law, you should consult a private attorney. See [Resources](#) (Part VI), below.**

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<sup>1</sup> <https://www.attorneygeneral.gov/submit-a-complaint/consumer-complaint/>

<sup>2</sup> <https://www.attorneygeneral.gov/submit-a-complaint/civil-rights-complaint/>

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## Relevant Laws

[Pennsylvania's Landlord Tenant Act](#) (68 P.S. §§ 250.101–250.60) protects both tenants and landlords by establishing basic rules for renting residential property.

Leasing of residential property is also subject to the [Pennsylvania Unfair Trade Practices and Consumer Protection Law](#) (73 P.S. §§ 201-1–201-9.2), the [Responsible Utility Customer Protection Act](#) (66 Pa. C.S. §§ 1401-1419), the [Pennsylvania Utility Service Tenant Rights Act](#) (68 P.S. §§ 399.1–399.19a), the [Pennsylvania Human Relations Act](#) (43 P.S. §§ 951–963), and the federal [Fair Housing Act](#) (42 U.S.C. §§ 3601–3631).

Leasing of residential property in Philadelphia is also subject to [Philadelphia Code ch. 9-800](#), and [Philadelphia Code ch. 9-1100](#), which are enforced by the [Philadelphia Commission on Human Relations](#) and the [Philadelphia Fair Housing Commission](#). Leasing of residential property in Pittsburgh is also subject to [Pittsburgh Code ch. 659.03](#), which is enforced by the [Pittsburgh Commission on Human Relations](#), and [Pittsburgh Code Title Seven, Article X](#).

## I. TYPES OF TENANCIES

“Tenancy” is the legal term for an arrangement between a tenant and a landlord to rent property. The two most common types of tenancies are an agreement to rent for a fixed period of time and an agreement to rent on a periodic basis.

A **tenancy for a fixed period of time** will end after the time period has expired—for example, at the end of one year—unless renewed. The tenancy is created by an express agreement (a lease) between you and the building owner (the landlord). A lease of three years or less can be oral or written. Leases for longer than three years must be in writing.

A **periodic tenancy** is repetitive and ongoing for a period of time. Pennsylvania allows both month-to-month and year-to-year tenancies. The tenancy is created either by an express agreement (a lease) or by implication (the payment and acceptance of rent). The tenancy will renew automatically unless either you or the landlord give at least 15 days’ notice before the current term (month or year) ends. See 68 P.S. § 250.501(b).

## II. DISCRIMINATION PROHIBITED

The **Pennsylvania Human Relations Act** (43 P.S. § 955(h)(1)-(11)) and the federal **Fair Housing Act** (42 U.S.C. § 3604) prohibit virtually all persons<sup>3</sup> involved in renting housing from

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<sup>3</sup> The Pennsylvania Human Relations Act does not apply to owner-occupied buildings with two units. 43 P.S. § 954(i), (k). The Fair Housing Act does not apply to owner-occupied buildings with four or fewer units, single-family houses rented by the owner without an agent, and housing

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discriminating against a tenant or prospective tenant on the basis of:

- Race
- Color
- Religious creed
- Ancestry
- Age (forty years and older)
- Sex
- Pregnancy/childbirth
- National origin
- Familial status
- Disability
- The use of a guide animal because of the blindness or deafness of the user.

Prohibited discrimination includes taking the following actions **because of a protected category**:

- Publishing any notice or statement that indicates any preference or limit on who can rent a unit
- Listing covered property for rent built after March 13, 1991, that is not accessible for persons with disabilities
- Using different qualification criteria or rental standards (e.g., income standards, application requirements, application fees, rental approval procedures, immigration status)
- Imposing different fees or a different cost of rent
- Setting different terms, conditions, or privileges for renting the unit
- Falsely denying that a unit is available for rent
- Refusing to negotiate with you
- Discouraging you from renting a unit
- Refusing to rent to you
- Sexually harassing you or creating a hostile environment
- Requiring you to live in a certain part of a building
- Providing you different housing services or facilities
- Failing or delaying performance of maintenance or repairs
- Refusing to permit a person with disabilities to make reasonable modifications to the unit
- Refusing to make reasonable accommodations in rules, policies, practices or services to afford a person with disabilities an equal housing opportunity
- Limiting privileges, services, or facilities
- Harassing you

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operating by religious organizations and private clubs that limit occupancy to members, 42 U.S.C. § 3607.

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- Evicting you or your guest
- Retaliating against you for opposing housing discrimination or for filing a complaint, testifying, assisting, or otherwise participating in a proceeding under the Pennsylvania Human Relations Act or the Fair Housing Act

If you are a tenant or prospective tenant and believe your civil rights have been violated, please reach out to the **Civil Rights Enforcement Section** to file a complaint with OAG.

\* \* \*

**Filing a complaint with the Office of Attorney General does not preserve your statutory rights under the Pennsylvania Human Relations Act or the Fair Housing Act.**

- To preserve your rights under the Pennsylvania Human Relations Act, file a complaint with the [Pennsylvania Human Relations Commission](#). You can call (717) 787-4410 or (717) 787-7279 TTY or visit one of the Commission's [regional offices](#) in Harrisburg, Philadelphia, or Pittsburgh.
- To preserve your rights under the Fair Housing Act, file a complaint with the U.S. Department of Housing and Urban Development's [Office of Fair Housing and Equal Opportunity](#). You can call 1-800-669-9777 or 1-800-877-8339, submit a complaint online ([English](#)<sup>4</sup> | [Spanish](#)<sup>5</sup>), or [download](#)<sup>6</sup> a form that you can mail or email.

## III. APPLYING TO RENT

Before looking for a place to rent, evaluate your living needs: house or apartment, number of rooms, location, distance from shopping and public transportation, price, and amenities.

### A. Inspection

If you have found a prospective place to rent, inspect the unit thoroughly. Consider the following before deciding to rent:

- Are the kitchen appliances (oven, range, refrigerator, sink) in working order?
- Are the bathroom(s) in working order? Is there a window or working vent system?
- Is there adequate water pressure? Are there drips, leaks, or evidence of water damage?
- Is there central air conditioning or will you have to purchase a window air conditioner?

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<sup>4</sup> <https://portalapps.hud.gov/FHEO903/Form903/Form903Start.action>

<sup>5</sup> [https://portalapps.hud.gov/AdaptivePages/HUD\\_Spanish/Espanol/complaint/complaint-details.htm](https://portalapps.hud.gov/AdaptivePages/HUD_Spanish/Espanol/complaint/complaint-details.htm)

<sup>6</sup> [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint)



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If there is central air conditioning, is it in working order?

- Is the heat in working order?
- Is there a washing machine and dryer in the unit? If not, is there a nearby laundromat?
- Are there enough electrical outlets and lights in each room?
- Are there smoke/carbon monoxide detectors and are they operational?
- Is the wiring adequate to handle several appliances?
- Is there adequate natural light? Are storm windows, screens, and/or shades provided?
- Are the floors solid, without holes or splinters?
- Are the walls and ceilings painted and/or papered, and without cracks or peeling paint?
- Does the door to the unit have a good lock?
- Are the doors, windows, and entrances to the building secured?
- Are the stairs and entrances safe and well lit?
- Are the fire escapes easily accessible?
- Is the apartment quiet? Can you hear those next to, above, or below you?
- Is there evidence of rodents or insects? Who pays for an exterminator?
- What utilities are covered by the owner and what utilities will you have to cover?
- Is the apartment already wired for Internet?
- Is the apartment furnished? If so, check for and record a written list of all defects in the furniture.

If there are problems, ask the landlord or property manager that they be fixed prior to signing the lease. If the repairs cannot be done before you sign the lease, write the repairs into the lease.

If a problem is not fixed before you move in, make and keep a record of all existing damage, with photos if possible. Keep one copy of the record for yourself, give one to your landlord and attach a copy to the lease. When you move out, these records can help ensure that your security deposit will only be applied to damages for which you are responsible.

## **B. Rental Application**

A landlord may ask you to fill out a rental application. The application may request:

- Credit references or permission to run a credit check and/or tenant screening
- A list of your past landlords and their contact information
- Your employment history, including salary

As explained in [Part II](#), landlords cannot ask questions or make decisions on the basis of race, color, religious creed, ancestry, age (forty years and older), sex, pregnancy/childbirth, national origin, familial status, disability, or the use of a guide animal because of the blindness or deafness of the user.

A landlord must let you know if it used a tenant screening report or credit report to deny your

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rental application. You have the right to request a free copy of the report within 60 days of being denied housing and to dispute inaccurate information.<sup>7</sup>

## C. Application Fee

Many landlords charge prospective tenants a non-refundable application fee. This fee is collected to cover the landlord's administrative costs in connection with the application process. This fee should be reasonable.

At the landlord's option, they may apply the application fee to your first month's rent or security deposit, but it is not required by law.

## D. Tenant Screening

In Philadelphia, it is illegal for a prospective landlord to decline a prospective tenant solely because of (a) the existence of an eviction record<sup>8</sup> or (b) a credit score or tenant screening score below a specific number. Instead, a prospective Philadelphia landlord is required to develop and use *uniform screening criteria* to give each prospective tenant an *individualized assessment*. Philadelphia Code § 9-810.

The Office of Attorney General encourages all prospective landlords across the Commonwealth to deal fairly with prospective tenants by following Philadelphia's approach.

Moreover, screening for criminal records often has a significant disparate impact on people based on their race and national origin. A landlord's criminal background check policy or practice must generally be necessary to serve a substantial, legitimate, nondiscriminatory interest that cannot be served by another practice with a less discriminatory effect.<sup>9</sup> This rule does not apply to convictions for the manufacture or distribution of a controlled substance.

### Prospective Landlords SHOULD:

- Develop uniform screening criteria
- Let prospective tenants know on their application what uniform criteria will be used to screen them
- Individually assess each prospective tenant's application
- Tell a prospective tenant whose application has been denied the reason for the denial,

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<sup>7</sup> Consumer Financial Protection Bureau, *What is a tenant screening report?* (July 1, 2021), <https://www.consumerfinance.gov/ask-cfpb/what-is-a-tenant-screening-report-en-2102/>.

<sup>8</sup> See [Eviction Records](#) (Part V.C.8) below for more information about eviction records.

<sup>9</sup> See U.S. Housing & Urban Develop., *Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions* (Apr. 4, 2016), [https://www.hud.gov/sites/documents/HUD\\_OGCGUID\\_APPFHASTANDCR.PDF](https://www.hud.gov/sites/documents/HUD_OGCGUID_APPFHASTANDCR.PDF).

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and allow the prospective tenant a reasonable opportunity to provide evidence that the information the landlord relied on is incorrect and/or that the prospective tenant's circumstances have changed

## **Prospective Landlords SHOULD NOT:**

- Deny an application just because an eviction record exists
- Deny an application based on the content of an eviction record where:
  - The judgment was not in the landlord's favor
  - The record has been sealed
  - The judgment has been vacated or marked satisfied, or
  - The judgment is more than two years old
- Rely entirely on a third-party tenant screening company's "tenant score" to deny an application without independently reviewing the information that the company relied on and understanding the scoring system
- Automatically deny an application because the prospective tenant's credit score is below a certain benchmark
- Deny an application solely because of an arrest record (without a conviction)
- Deny an application based on a conviction record (except for the manufacture or distribution of a controlled substance) if the landlord cannot show its screening policy accurately distinguishes between criminal conduct that indicates a demonstrable risk to resident safety and/or property and criminal conduct that does not
- Deny an application solely because of financial hardship during the COVID-19 global pandemic

## **IV. THE LEASE**

### **A. Lease Terms**

A lease is a legally binding contract between the tenant and the landlord. Therefore, tenants should be sure they understand all the lease terms before signing. A lease can be oral or written, 68 P.S. § 250.212, but a written lease signed by both parties provides the best protection. A lease for longer than three years must be in writing. 68 P.S. § 250.202.

The lease should identify all material terms and conditions, including:

- Your name and the name of any other person who will occupy the unit
- The specific address, including apartment number of the property if relevant
- The length of the lease
  - Is it for a fixed period of time or does it run month-to-month
- An explanation of the rent payment procedure, including: the amount, the date owed, the place to send or submit the payment, any late penalties, and whether the rent can be increased during the lease period
  - Late fees imposed by a landlord should be not be excessive and should bear a

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reasonable relation to the cost incurred by the landlord

- The amount of security deposit you must pay
- Which utilities you are responsible for paying and how costs for those utilities are assessed
- How the lease can or will be renewed and whether the lease will renew with a rent increase
  - NOTE: Some leases include an automatic renewal provision unless either the landlord or tenant gives notice before a certain date. Make sure to carefully read your lease to determine whether and when it will automatically renew
- Whether you can terminate the lease early, including any penalty you must pay
  - NOTE: There is no right to terminate a lease early, and many lease agreements do not allow a tenant to terminate early. See [Early Termination](#) (Part V.A), below
- Whether the lease waives the legal requirement that the landlord provide you written notice prior to initiating eviction proceedings (sometimes called a Waiver of Notice to Quit provision). See [Notice to Quit](#) (Part V.C.1), below
- Whether you can sublease the rental unit
- Who to contact for maintenance and repairs and how to contact them
- A complete list of any rules and regulations the landlord expects you to follow
- Whether pets are allowed and any pet security deposit

Do not sign a lease until all blanks are filled in. Make sure you get a copy of the whole lease at signing and keep your copy in a safe place.

Lease provisions that violate the law are unenforceable, including provisions that seek to have tenants waive certain rights. *E.g.*, 68 P.S. § 250.504-A. Unenforceable lease terms include provisions requiring the tenants to accept the rental unit “as is,” take responsibility for all maintenance and repairs, waive the right to represent themselves in court, or waive their rights to a hearing.

Generally, lease terms cannot be changed until the lease is renewed (such as the amount of rent), unless it is agreed to in writing by the parties.

## **B. Security Deposit**

A security deposit is money which actually belongs to the tenant, but is held by the landlord for protection against actual damages or unpaid rent.

- During the first year of a lease, the amount of the security deposit cannot exceed two months’ rent. 68 P.S. § 250.511a(a).
- At the beginning of the second year of a lease, the amount of the security deposit cannot exceed one month’s rent. 68 P.S. § 250.511a(b).
- At the beginning of the third year of a lease, the landlord must put any security deposit over \$100.00 in an interest bearing bank account, unless the landlord obtains a bond. 68 P.S. § 250.511a(c).

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A tenant who occupies a unit or dwelling for two or more years is entitled to interest on their security deposit, beginning with the 25th month of occupancy. 68 P.S. § 250.511a(c). The landlord must give you the interest earned by the account (minus a one percent fee which the landlord may retain for their costs) at the end of the third and each subsequent year of tenancy. *Id.* The landlord must notify the tenants in writing of the name and address of the banking institution where the security deposit is held. 68 P.S. § 250.511b(a).

## C. Maintenance

Under Pennsylvania law, every lease comes with an **Implied Warranty of Habitability**.<sup>10</sup> That means the landlord must maintain the rental unit in a fit and habitable condition. The landlord has a legal duty to fix serious defects affecting your safety or ability to live in the rental unit. This duty **cannot be waived** by any lease provision.

Examples of uninhabitable conditions include:

- Lack of utility services (heat in the winter, hot and cold running water, and sanitation)
- Rodent infestation
- Leaking roof
- Unsafe floors or stairs
- Broken locks on doors and windows

If a defect exists that impacts your ability to live in the unit, you must notify the landlord and give the landlord a reasonable opportunity to correct the problem. If the landlord fails to remedy the defect, you may have remedies under the law. **You should get legal advice about your options before taking action; improperly invoking a remedy could lead to eviction if a court finds that you breached the lease.** See [Resources](#) (Part VI), below. Some legal options include:

- Making the repair and deducting the cost from rent
- Terminating the lease and moving out
- Withholding rent until the defect is fixed
- Taking legal action against the landlord
- Raising the violation as a defense against eviction

If you believe that the landlord is violating the implied warranty of habitability, document the problem(s) and all efforts to contact the landlord.

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<sup>10</sup> See the Pennsylvania Supreme Court decision *Pugh v. Holmes*, 405 A.2d 897 (Pa. 1979).

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## D. Quiet Enjoyment

Under Pennsylvania law, every lease comes with the **Implied Covenant of Quiet Enjoyment**.<sup>11</sup> That means that you have the right to use and enjoy the rental unit without unreasonable interference by the landlord. However, you must give the landlord reasonable access to the rental unit in order to conduct maintenance/repairs or show the property to a future tenant.

If the landlord takes a wrongful action that interferes with your use and possession of the rental unit, you must notify the landlord and give the landlord a reasonable opportunity to correct the problem. If the landlord fails to render the unit usable after a reasonable amount of time and if you then actually vacate the unit, you have been **constructively evicted**.

If you have been constructively evicted from all or part of the unit, you may have remedies under the law. **You should get legal advice about your options before taking action; improperly invoking a remedy could lead to eviction if a court finds that you breached the lease.** See [Resources](#) (Part VI), below.

If you believe the landlord is violating the implied covenant of quiet enjoyment and has constructively evicted you, document the problem(s), all efforts to contact the landlord, and your actual vacating of the unit.

## E. Utility Services

Your lease will list which utilities you are responsible for paying and which your landlord is responsible for paying. If you don't pay your utility fees, the utility company may shut off service. Under the **Responsible Utility Customer Protection Act** (66 Pa. C.S. §§ 1401-1419), a utility service cannot terminate utilities without providing notice to the consumer as follows:

- *Ten days before the proposed termination*: provide written notice of termination to the consumer. 66 Pa. C.S. § 1406(b)(1)(i)
- *Three days before the proposed termination*: attempt to contact the consumer in person or by phone, or by email or text if the consumer affirmatively consented to contact by electronic messaging. 66 Pa. C.S. § 1406(b)(1)(ii)
- *During the months of December to March and 48 hours before the proposed termination*: post a notice at the service location (unless personal contact has been made). 66 Pa. C.S. § 1406(b)(1)(iii)
- *At the time service is terminated*: attempt to personally contact the consumer or a responsible adult. 66 Pa. C.S. § 1406(b)(1)(iv)

The utility service company cannot disconnect your service if a physician certifies that someone in your household is seriously ill. 66 Pa. C.S. § 1406(f). If you have trouble paying your utility

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<sup>11</sup> See the Pennsylvania Supreme Court decision *Duff v. Wilson*, 69 Pa. 316 (Pa. 1871), among others.

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fees, contact the utility company to set up a payment plan. If you are having trouble reaching an agreement with your utility company, call the Pennsylvania Public Utility Commission (PUC) at 1-800-692-7380. See more information from the PUC [here](#).<sup>12</sup>

The **Utility Service Tenant Rights Act** (68 P.S. §§ 399.1-399.19) grants rights to tenants when utility service is discontinued due to landlord non-payment.

Utility companies must give tenants at least 30 days' notice before they shut off service due to a landlord's failure to pay for service. 68 P.S. § 399.6. Tenants then have the option to make payments to the utility company to restore service and they can deduct those payments from the rent. 68 P.S. §§ 399.7 & 399.9. **You should get legal advice about your options before taking action.**

If you are a tenant with concerns related to water, electric, natural gas, or telephone service, please reach out to the **Office of Consumer Advocate** toll free at 1-800-684-6560 or by email at [consumer@paoca.org](mailto:consumer@paoca.org). The OCA will be able to provide advice, assistance, information, and referrals concerning regulated water, electric, natural gas, and telephone issues.

## F. Tenants' Association

You are free to communicate and organize with other tenants. A landlord cannot terminate or not renew a lease based on your participation in a tenants' organization or association. 68 P.S. § 250.205.

## G. Retaliation

There is no general provision in Pennsylvania law that prohibits landlords from retaliating against tenants for exercising their rights under Pennsylvania's landlord-tenant laws. But your local municipal government—your township, borough, or city council—may have enacted laws to prohibit retaliation by landlords. For example, the Philadelphia City Council has enacted an ordinance that prohibits a landlord from retaliating against a tenant for filing a complaint alleging a violation or for exercising a legal right. Phila. Code § 9-804(2)(b), (c).

The Utility Service Tenant Rights Act also prohibits a landlord from retaliating against a tenant for making payments to the utility company to restore service and deducting those payments from the rent. 68 P.S. § 399.11.

In addition, the Pennsylvania Human Relations Act and the federal Fair Housing Act prohibit retaliation against you for (1) opposing housing discrimination based on a protected category, or (2) filing a complaint, testifying, assisting, or otherwise participating in a proceeding involving

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<sup>12</sup> [https://www.puc.pa.gov/media/1676/act-201\\_fs-oct2021.pdf](https://www.puc.pa.gov/media/1676/act-201_fs-oct2021.pdf)

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a claim of housing discrimination based on a protected category.

## V. ENDING A LEASE

A periodic lease (month-to-month or year-to-year) most often ends in one of three ways:

- You move out before the end of the term
- You or the landlord gives notice 15 days before the end of the term that the lease will not renew
- You or the landlord materially breaches the lease

A lease for a fixed period of time most often ends in one of three ways:

- You move out before the end of the term
- The term of the lease expires and the parties do not agree to renew
- You or the landlord materially breaches the lease

### A. Early Termination

There is no stand-alone right to terminate a lease early, and many lease agreements do not allow a tenant to terminate early. If you voluntarily move out before the end of the lease, the lease does not allow for early termination, and the landlord has not breached any of their obligations, then you will likely be responsible for paying rent until the lease expires or until the landlord rents the unit to a new tenant.

In Pennsylvania, the landlord has no obligation to locate a new tenant to rent the unit. If you move out early, the landlord may be able to make you pay rent for the rest of the lease term.

### B. Security Deposit Refund and Deductions

To have your security deposit refunded, you must provide the landlord with a forwarding address and return the keys to the property. 68 P.S. § 250.512(e). Before leaving, clean the unit as thoroughly as possible and take photos to document its condition.

Within 30 days after you have moved out, the landlord must either return the entire security deposit or send you a list of damages, the cost of repairs, and any money remaining from the security deposit. 68 P.S. § 250.512(a). Permissible deductions include “actual damages” to the rental unit. *Id.*

If the landlord does not provide a written list of damages within 30 days, they may not keep any part of the security deposit. 68 P.S. § 250.512(b). You may then sue to recover double the amount of the deposit minus any actual damages as determined by a court. 68 P.S. § 250.512(c).

If, within 30 days, the landlord fails to pay you the difference between the security deposit and the actual damages to the property, the landlord is liable for double the amount by which the



# Consumer Guide to Tenant and Landlord Rights

security deposit exceeds the actual damages to the property. 68 P.S. § 250.512(b)-(c).

If you break the lease, the security deposit may be forfeited. 68 P.S. § 250.512(a).

## C. Eviction

A landlord may seek to evict you if you fail to pay rent, fail to move out at the end of the lease, or violate a term of the lease. 68 P.S. § 250.501(a).

Landlord “self-help” eviction is prohibited – i.e., landlord may not change your locks or shut off your utility service to initiate an eviction. Instead, the landlord must follow the process below.

Some cities in Pennsylvania, such as [Philadelphia](#), may have eviction diversion or mediation programs designed to help you and the landlord come to an agreement without using the court process or creating an eviction record.

### 1. Notice to Quit

To begin eviction, the landlord must first give you a written eviction notice known as a **Notice to Quit**.

- If the eviction is for failure to pay rent or for use of illegal drugs, the Notice to Quit must give the tenant **10 days** to leave voluntarily. 68 P.S. §§ 250.501(b), 250.505-A.
- If the eviction is for a breach of any other condition of the lease and the lease is for one year or less (or an indeterminate time), the notice to quit must give the tenant **15 days** to leave voluntarily. 68 P.S. § 250.501(b).
- If the eviction is for a breach any other condition of the lease and the lease is for more than one year, the notice to quit must give the tenant **30 days** to leave voluntarily. 68 P.S. § 250.501(b).

The landlord must notify you of the notice to quit in one of three ways, 68 P.S. § 250.501(f):

- Give you the notice personally
- Leave the notice at the main building of the leased property
- Post the notice conspicuously on the leased property

Notice requirements may be and are often waived in the lease under a **Waiver of Notice to Quit** provision. If the notice is validly waived, the landlord is permitted to take you to court (see [Landlord Tenant Complaint](#) (Part V.C.2) below), without any advance notice. 68 P.S. § 250.501(e).

The Office of Attorney General encourages all landlords across the Commonwealth to deal fairly with tenants by not including Waiver of Notice to Quit provisions in lease agreements and by providing tenants with notice before beginning eviction proceedings.

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## 2. Landlord-Tenant Complaint

If you do not voluntarily leave the unit within the time period listed in the notice to quit, the landlord still cannot evict you themselves. Instead, the landlord must file a legal action in court often referred to as a **Landlord-Tenant Complaint**.

The complaint will be filed with your county's [Magisterial District Court](#), or in Philadelphia, the [Philadelphia Municipal Court](#), or in Allegheny County, the [Housing Court](#). The complaint will ask for possession of the unit and may also ask for back rent or damages. 246 Pa. Code § 503.

After the complaint is filed, the court will issue a **summons** to you, which is a copy of the complaint and a notice to appear at a **hearing** on a specific date and time. 246 Pa. Code § 504. The court will serve the summons by mailing a copy to you at your last known address by First-Class Mail. 246 Pa. Code § 506. A sheriff or certified constable will also serve you with the summons personally or by posting it conspicuously on the leased property. *Id.*

If you have any claims against the landlord for breach of the lease—for example, a breach of the [Implied Warranty of Habitability](#) (Part IV.C)—you may file a **counterclaim**, but you must do so before the date of the hearing. 246 Pa. Code § 508.

Each court will have slightly different rules for how it processes landlord-tenant complaints. Make sure to check the **local rules** (sometimes called **local civil rules** or **rules and procedures**) for the court where the complaint was filed to make sure you are aware of how the court operates. For example, the Philadelphia Municipal Court will continue (i.e., postpone) the hearing on a landlord-tenant complaint if the tenant has filed a complaint which has been accepted by the Philadelphia Fair Housing Commission prior to the date the landlord filed the complaint for eviction.

## 3. Hearing & Judgment

At the hearing, you and the landlord will each have an opportunity to present your case. 246 Pa. Code § 512. You may bring a lawyer to help you. You may also bring documents, photos, emails, records, and other evidence to support your case.

**It is extremely important that you do not miss your hearing date. If you miss or are late to your hearing date, the landlord wins by default. If you cannot attend the hearing, contact the court and ask if the hearing can be rescheduled.**

At the end of the hearing or within three days, the judge will make a decision, called a **Notice of Judgment**. 246 Pa. Code § 514(C).

- **Judgment in favor of the landlord:** If the judge rules in favor of the landlord, then the

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landlord will be granted possession of the unit. 246 Pa. Code § 514. The judge may also require you to pay damages and unpaid rent. *Id.*

- **Judgment in favor of the tenant:** If the judge rules in your favor, then the landlord must do what the judge orders them to do, such as allowing you to remain in the unit or paying you money.

## 4. Appeal

You have **10 days after entry of judgement** against you to file an **appeal** in the court of common pleas. 68 P.S. § 250.513; 246 Pa. Code § 1008. The appeal will block an actual eviction (in legal terminology, **operate as a supersedeas**) only if you deposit with the court either three months' rent or the amount the judge ordered you to pay, whichever is less. 246 Pa. Code § 1008(B). If you are low-income, you can file a tenant's affidavit and deposit one third of your monthly rent. 246 Pa. Code § 1008(C). In both situations, you will also have to deposit rent each month while the appeal is pending. 246 Pa. Code § 1008(B), (C). The money will be held in escrow by the court.

## 5. Order of Possession

Even if judgment is entered in favor of the landlord, the landlord still cannot evict you themselves. Instead, the landlord must wait **10 days after entry of judgment** and then ask the court to issue an **order of possession**. 246 Pa. Code § 515(B).

The court will serve the order of possession by mailing a copy to you at your last known address by First-Class Mail. 246 Pa. Code § 517. A sheriff or certified constable will also serve you with the order of possession personally or by posting it conspicuously on the leased property. *Id.* The order of possession will require you to vacate the residential unit **within 10 days after the date of service**. 246 Pa. Code § 517(2).

If you remain in the rental unit on the 11th day following service of the order of possession, then you can be forcibly evicted. 246 Pa. Code § 519(B).

If you are forcibly evicted and leave possessions behind, the landlord must notify you by First-Class Mail of your right to retrieve the property. 68 P.S. § 250.505a(d), (e). You have **10 days** from the postmark date of the notice to either retrieve your possessions or ask that your landlord store your possessions for up to 30 days. *Id.* If you ask your landlord to store your possessions, you will be responsible for any costs. *Id.* If you do not contact the landlord or retrieve your property, the landlord can dispose of it.

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## 6. Domestic Violence Survivor

If you are a victim of domestic violence,<sup>13</sup> then you have **30 days** to appeal a judgment in favor of the landlord. 68 P.S. § 250.513(b). If the landlord obtains an order of possession before the 30 days have passed, you can file a **domestic violence affidavit** with the court to stay (i.e., freeze) the order of possession pending an appeal or until the end of the 30 days. 246 Pa. Code § 514.1.

## 7. Satisfaction of Judgment for Nonpayment of Rent

If the eviction is only for failure to pay rent, a tenant can stop the eviction by paying—any point before actual eviction—the full amount of unpaid rent and other fees. 246 Pa. Code § 518.

Once that happens, one more step needs to be taken: the landlord should enter with the court that the judgment has been satisfied. 246 Pa. Code § 341. If your landlord does not do so, you should file a written request to have the judgment marked satisfied with the court and serve it on the landlord. 246 Pa. Code § 341.

If the landlord does not enter that the judgment has been satisfied within 90 days of a written request without good cause, the landlord will be liable to the tenant for 1% of the judgment amount, at least \$250 and up to \$2,500, every month the judgment is not marked satisfied. 42 Pa. Cons. Stat. § 8104(b).

## 8. Eviction Records

An “eviction record” is an official record—court filings, transcripts and orders, for example—that contains information about a past or ongoing lawsuit to evict a tenant.

There is no uniform requirement across all Pennsylvania courts for what details must be included in an eviction record; there is no guarantee that the information contained in eviction records tells the whole story.

An eviction record may also show, incorrectly, that a tenant who was evicted for failure to pay rent has not satisfied the judgment just because the landlord has failed to have the judgment marked satisfied with the court.

Pennsylvania does not automatically seal or expunge eviction records, even if the case is withdrawn.

Some cities in Pennsylvania, such as [Philadelphia](#), may have eviction diversion or mediation programs designed to help you and the landlord come to an agreement without using the court process or creating an eviction record.

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<sup>13</sup> A victim of domestic violence is “a person who has obtained a protection from abuse order against another individual or can provide other evidence of abuse.” 246 Pa. Code § 501.

# Consumer Guide to Tenant and Landlord Rights

## VI. RESOURCES

### A. Legal Assistance

#### 1. County Lawyer Referral Service

If you do not have an attorney, many county bar associations offer [Lawyer Referral Services](#):

- [Allegheny County](#), Pittsburgh: (412) 261-5555
- [Beaver County](#), Beaver: (724) 728-4888
- [Berks County](#), Reading: (610) 375-4591
- [Bucks County](#), Doylestown: (888) 991-9922
- [Chester County](#), West Chester: (610) 429-1500
- [Dauphin County](#), Harrisburg: (717) 232-7536
- [Delaware County](#), Media: (610) 566-6625 X 221
- [Erie County](#), Erie: (814) 459-4411
- [Lackawanna County](#), Scranton: (570) 969-9600
- [Lancaster County](#), Lancaster: (717) 393-0737
- [Lehigh County](#), Allentown: (610) 433-7094
- [Luzerne County](#), Wilkes-Barre: (570) 822-6029
- [Mercer County](#), Mercer: (724) 342-3111
- [Monroe County](#), Stroudsburg: (570) 424-7288
- [Montgomery County](#), Norristown: (610) 279-9660
- [Northampton County](#), Easton: (610) 258-6333
- [Philadelphia County](#), Philadelphia: (215) 238-6333
- [Washington County](#), Washington: (724) 225-6710
- [Westmoreland County](#), Greensburg: (724) 834-8490
- [York County](#), York: (717) 854-8755 X 201

If you do not live in one of these counties, the Pennsylvania Bar Association's [Lawyer Referral Service](#) operates in 47 of the 67 counties in Pennsylvania. Contact them by phone (1-800-692-7375) or fill out this [form](#)<sup>14</sup> online.

#### 2. Non-Profit Organizations

- [Community Legal Services \(215-981-3700\)](#). If you live in Philadelphia, CLS provides free legal advice and representation to low-income residents.
- [Disability Rights PA \(800-692-7443, \[online form\]\(#\)<sup>15</sup>\)](#). Provides legal and advocacy services to Pennsylvanians with disabilities.

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<sup>14</sup> <https://www.pabar.org/site/For-the-Public/Find-a-Lawyer/Get-a-Referral>

<sup>15</sup> <https://www.disabilityrightspa.org/get-help/intake/>

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- [Housing Equality Center](#) (267-419-8918 x3, [info@equalhousing.org](mailto:info@equalhousing.org)). If you live in Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, and Philadelphia Counties, the Housing Equality Center provides fair housing counseling for victims of housing discrimination, assistance for persons with disabilities requesting reasonable accommodations, and guidance on filing a housing discrimination complaint.
- [Legal Aid of Southeast Pennsylvania](#) (877-429-5994, [online form](#)<sup>16</sup>). If you live in Bucks, Chester, Delaware, and Montgomery Counties, LASP offers free legal advice and representation in certain civil matters for low-income, vulnerable people.
- [MidPenn Legal Services](#) (800-326-9177). If you live in Adams, Bedford, Berks, Blair, Centre, Clearfield, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Perry, Schuylkill, and York Counties, MidPenn Legal Services offers free civil legal services to low-income residents and survivors of domestic violence and sexual assault.
- [Neighborhood Legal Services](#) (1-866-761-6572, [online form](#)<sup>17</sup>). If you live in Allegheny, Beaver, Butler, and Lawrence Counties, NLS provides legal services for low-income and vulnerable residents.
- [North Penn Legal Services](#) (877-953-4250, [online form](#)<sup>18</sup>). If you live in Bradford, Carbon, Clinton, Columbia, Lackawanna, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Pike, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, and Wyoming Counties, NPLS provides free civil legal services to low-income families.
- [Northwestern Legal Services](#) (814-452-6949, [online form](#)<sup>19</sup>). If you live in Cameron, Crawford, Elk, Erie, Forest, Mercer, McKean, Potter, Venango, and Warren Counties, NWLS offers free legal aid and resources to low-income residents in a variety of civil legal matters, including public benefits, family law, housing, healthcare, education, and employment.
- [Pennsylvania Legal Aid Network](#). The network is a consortium of independent legal aid programs that provide civil legal assistance to low-income individuals and families across Pennsylvania.
- [Pennsylvania Utility Law Project](#) (1-844-645-2500, [utilityhotline@pautilitylawproject.org](mailto:utilityhotline@pautilitylawproject.org)). Provides information, assistance, and advice about residential utility and energy matters affecting low-income consumers.
- [Senior LAW Center](#) (1-877-PA SR LAW). Provides legal services to Pennsylvanians 60 years of age or older.

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<sup>16</sup> [https://laspoi.legalserver.org/modules/matter/extern\\_intake.php?h=daa817&pid=129](https://laspoi.legalserver.org/modules/matter/extern_intake.php?h=daa817&pid=129)

<sup>17</sup> [https://nlsaoi.legalserver.org/modules/matter/extern\\_intake.php?pid=129&h=daa817&](https://nlsaoi.legalserver.org/modules/matter/extern_intake.php?pid=129&h=daa817&)

<sup>18</sup> [https://nplsoi.legalserver.org/modules/matter/extern\\_intake.php?pid=129&h=daa817&](https://nplsoi.legalserver.org/modules/matter/extern_intake.php?pid=129&h=daa817&)

<sup>19</sup> [https://nwlsoi.legalserver.org/modules/matter/extern\\_intake.php?pid=129&h=daa817&](https://nwlsoi.legalserver.org/modules/matter/extern_intake.php?pid=129&h=daa817&)

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## **B. State Agencies**

### **1. Pennsylvania Housing Finance Agency**

The [Pennsylvania Housing Finance Agency](#) is a state-affiliated agency that works to provide affordable homeownership and rental apartment options for older adults, low- and moderate-income families, and people with special housing needs. They have a list of resources for renters available [here](#).<sup>20</sup>

To locate affordable housing, visit [www.PAHousingSearch.com](http://www.PAHousingSearch.com) or call 1-877-428-8844.

### **2. Pennsylvania Human Relations Commission (PHRC)**

The [Pennsylvania Human Relations Commission](#) enforces state laws that prohibit discrimination: the [Pennsylvania Human Relations Act](#) (PHRA), which prohibits discrimination in employment, housing, commercial property, education, and public accommodations; and the [Pennsylvania Fair Educational Opportunities Act](#) (PFEOA), which prohibits discrimination in postsecondary education and secondary vocational and trade schools.

To [file a complaint](#) with the Commission, call (717) 787-4410 or (717) 787-7279 TTY or visit one of the Commission's [regional offices](#) in Harrisburg, Philadelphia, or Pittsburgh.

### **3. Public Assistance Programs**

Pennsylvania offers a number of public assistance programs, including Emergency Rental Assistance, Low Income Home Energy Assistance Program (LIHEAP), Low Income Household Water Assistance Program (LIHWAP), SNAP (food stamps), Medical Assistance, CHIP, or Cash Assistance. To determine if you are eligible and to apply, visit [COMPASS](#).

## **C. Office of Attorney General**

### **1. Bureau of Consumer Protection (BCP)**

The [Bureau of Consumer Protection](#) mediates and investigates consumer complaints, including complaints by tenants. The Bureau also takes legal action against companies that engage in unfair business practices in cases where a lawsuit by the Attorney General serves the public interest and benefits the citizens of the Commonwealth.

If you are a tenant or prospective tenant dealing with a landlord-tenant problem, please reach out to the Bureau to file a complaint. You can file a Consumer Complaint [online](#).<sup>21</sup> You can also file a complaint with the Bureau on our toll-free Consumer Protection Hotline (800-441-2555)

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<sup>20</sup> <https://www.phfa.org/renters/>

<sup>21</sup> <https://www.attorneygeneral.gov/submit-a-complaint/consumer-complaint/>



# Consumer Guide to Tenant and Landlord Rights

or send questions to the Bureau by email at [scams@attorneygeneral.gov](mailto:scams@attorneygeneral.gov).

Upon receipt of a consumer complaint, the Bureau will generally attempt mediation by sending a copy of the complaint to the business involved in an attempt to reach a resolution of the dispute. The Bureau does not act as a judge in these disputes or order any payment or action. In the majority of cases received by the Bureau, Consumer Protection Agents serve as mediators who work to resolve disputes using written correspondence, telephone and/or personal contacts.

If the business refuses to engage in mediation, you may have to exercise your individual rights, because the Bureau cannot provide private legal representation for individual consumers. If your issues fall outside the Bureau's jurisdiction, we will try to refer you to an agency that has the ability to assist you.

In general, the Bureau is only authorized to file formal legal action where it has reason to believe that a business is engaged in illegal practices and it is in the public interest to do so. "The public interest" may include a pattern or practice of fraud, an important question of law, a significant number of consumer victims, or a significant amount of money at risk.

## 2. Civil Rights Enforcement Section (CRES)

The [Civil Rights Enforcement Section](#) (CRES) protects and advances the rights of Pennsylvanians through the enforcement of state and federal civil rights laws. CRES evaluates every report of a civil rights violation it receives to determine whether to attempt to correct the situation or to make a referral to another agency in a better position to help. The Section retains and pursues matters with a potential for high impact on people's rights.

If you believe your civil rights have been violated by local or state government, a business, or other individuals, please submit a complaint with CRES. You can file a Civil Rights Complaint [online](#).<sup>22</sup> You can also reach the Civil Rights Enforcement Section at (717) 787-0822 or by email at [civilrights@attorneygeneral.gov](mailto:civilrights@attorneygeneral.gov).

Upon receipt of a civil rights complaint, it will be reviewed by our staff. CRES generally exercises its discretion to investigate and pursue cases involving systemic patterns or practices of discrimination, cases that otherwise raise civil rights issues of statewide significance, or cases in which the Office of Attorney General is in a unique position to help.

Depending on the nature of the complaint, we may advise you to do one of the following:

- File a complaint with the Pennsylvania Human Relations Commission (PHRC). We cannot forward your complaint to the PHRC. You must personally contact that agency and file the appropriate paperwork within 180 days of the alleged act of harm. **Filing a complaint with the Office of Attorney General does not preserve your statutory rights.**

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<sup>22</sup> <https://www.attorneygeneral.gov/submit-a-complaint/civil-rights-complaint/>



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- File a complaint with another state or federal agency. You will be notified of the name and address of the referral agency or group, so that you may contact them for information about your complaint.
- Seek relief through your own lawyer.

## **3. Office of Consumer Advocate (OCA)**

The Office of Consumer Advocate is a state agency that represents the interests of Pennsylvania utility consumers before the Pennsylvania Public Utility Commission (PUC), federal regulatory agencies, and state and federal courts. The OCA is an independent office within the Office of Attorney General.

The OCA represents consumers in cases before the PUC involving a wide range of utility issues. These include rate increase cases, purchased gas cost cases, retail competition issues, mergers, and alternative regulation plans. The OCA tries to keep utilities from charging more than they need to provide safe and adequate service to consumers. The OCA can appeal a PUC final decision if it believes the decision is in error and is harmful to consumers.

The OCA is also the consumer's voice in policy debates and cases rising from the recent introduction of competition into the utility industry. The OCA's goal is to have all Pennsylvania consumers benefit from these changes and to make sure that consumers are protected as these changes occur. The office has actively participated in the legislative and policy debates surrounding utility competition and has been involved in cases regarding competition in the electric, natural gas and telecommunications industries in Pennsylvania.

The OCA can help a consumer or a group of consumers with utility complaints, such as problems with utility bills or quality of service. Many problems and questions arise concerning local and long distance telephone options and gas and electric bills. The OCA responds to all consumer contacts, answers questions and resolves disputes with utility companies.

Pennsylvania consumers with utility concerns can contact the OCA toll-free at 1-800-684-6560 or by email at [consumer@paoca.org](mailto:consumer@paoca.org). Members of OCA staff respond to all customer contacts by providing information or otherwise resolving their complaints and concerns.

## **4. Impact Litigation Division**

The Impact Litigation Division is responsible for representing the Commonwealth of Pennsylvania as a plaintiff in civil litigation and related matters involving issues of significant state and national importance. It both initiates legal action on its own and oversees Pennsylvania's involvement in actions initiated by other state attorneys general across the country. In support of this affirmative work, the Impact Litigation Division often partners with other Office of Attorney General sections in longer-term investigations and initiatives designed to protect the legal rights of Pennsylvanians. Additionally, the Impact Litigation Division consults on and assists with priority litigation brought against Pennsylvania. Finally, the Impact

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Litigation Division coordinates legal positions across the Office of Attorney General's various divisions to ensure agency-wide consistency, and consults with the Attorney General to ensure that the Office of Attorney General always takes positions in the best interests of the people of Pennsylvania.

## **D. Federal Agencies**

### **1. U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity (FHEO)**

The [Office of Fair Housing and Equal Opportunity](#) (FHEO) works to eliminate housing discrimination, promote economic opportunity, and achieve diverse, inclusive communities by leading the nation in the enforcement, administration, development, and public understanding of federal fair housing policies and laws.

FHEO enforces a number of federal laws, including the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act of 1990, the Architectural Barriers Act of 1968, the Age Discrimination Act of 1975, and Title IX of the Education Amendments Act of 1972.

As part of its mission, FHEO investigates fair housing complaints under the Fair Housing Act. To [file a complaint](#), call 1-800-669-9777 or 1-800-877-8339, submit a complaint online ([English](#)<sup>23</sup> | [Spanish](#)<sup>24</sup>), or [download](#)<sup>25</sup> a form that you can mail or email.

### **2. U.S. Department of Housing and Urban Development Office of Public and Indian Housing (PIH)**

The [Office of Public and Indian Housing](#) works to ensure safe, decent, and affordable housing; create opportunities for residents' self-sufficiency and economic independence; and assure fiscal integrity by all program participants. Among other programs, PIH oversees [public housing](#) programs by administering federal aid to local housing agencies that manage housing for low-income residents. PIH also oversees the [Housing Choice Voucher Program](#).

PIH operates a [Customer Service Center](#) to answer questions about public housing and housing choice voucher programs and regulations: 1-800-955-2232.

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<sup>23</sup> <https://portalapps.hud.gov/FHEO903/Form903/Form903Start.action>

<sup>24</sup> [https://portalapps.hud.gov/AdaptivePages/HUD\\_Spanish/Espanol/complaint/complaint-details.htm](https://portalapps.hud.gov/AdaptivePages/HUD_Spanish/Espanol/complaint/complaint-details.htm)

<sup>25</sup> [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint)

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## 3. U.S. Department of Housing and Urban Development Office of Multifamily Housing Programs

The [Office of Multifamily Housing Programs](#) is responsible for the overall management, development, direction and administration of HUD's Multifamily Housing Programs. This office supports the development, rehabilitation, preservation, and management of multi-unit housing complexes through the Federal Housing Administration mortgage insurance program, the Section 8 Project-Based Rental Assistance (PBRA) program, and several other programs, including housing for elderly, disabled and income-restricted tenants.

Congress authorized the Section 8 PBRA program in 1974, and HUD developed the program to provide rental subsidies to eligible, income-restricted tenants. Under the PBRA program, HUD helps low- and very low-income households obtain decent, safe, and sanitary housing by providing rental assistance at properties owned by private owners. Under this program, tenants submit rental applications directly to the property owner, lease units directly from the property owner, and pay rent directly to the property owner.

The Office of Multifamily Housing Programs operates a [Multifamily Housing Complaint Line](#) for residents of HUD-insured and -assisted properties and other community members to report complaints with a property's management concerning matters such as poor maintenance, dangers to health and safety, mismanagement, and fraud: 1-800-MULTI-70 (1-800-685-8470).



**Pennsylvania Attorney General Dave Sunday**



**833-OAG-4YOU**

833-624-4968



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