

PROPOSED DOMESTIC VIOLENCE RENTER PROTECTION BILL

Summary of the Bill

- Prevent homelessness of victims and children due to eviction for incidents of domestic or sexual violence.
- Prevent further violence by allowing landlord to bifurcate lease upon victim's request to evict only the abuser from the home.
- Protect safety of victim and children by allowing victim to terminate lease early with 30 days notice.

Frequently Asked Questions

What is the benefit to the landlord of letting a victim terminate her lease early?

This law provides a framework for a landlord to handle the often complicated situation of having tenants involved in domestic or sexual violence. By allowing the tenant to terminate her lease early, the landlord ensures that he is aware of the situation and can monitor his property accordingly, can prevent future destruction of property and disturbance to neighbors and ensures that he is provided with 30 days notice prior to a clear lease termination date.

Why should the victim be given 90 days from an attack to evoke the protections of this bill?

There are several reasons why a victim may not be able to take immediate action. The victim may have left town temporarily to protect her safety and that of her children, she may be in the hospital, or she may not know about the protections of this law. Furthermore, it may take her some time to weigh her different options, seek guidance, or recover sufficiently to be able to discuss her situation with her landlord.

What is the benefit to the landlord of being able to bifurcate the lease?

By bifurcating the lease and evicting the abuser, the landlord can better protect his property from possible damage and prevent disturbance to other tenants and neighbors. In addition, if the abuser remains on the lease, but moves out and refuses to pay rent then the landlord would lose rent. By bifurcating the lease the landlord will no longer have to depend upon the abuser to pay rent.

If the landlord chooses to bifurcate the lease and evict the abuser, how does he go about doing so?

The landlord would file a landlord tenant complaint in Municipal Court, just like in any other eviction. The difference is that the landlord would only list the abuser as the defendant being evicted and would not list the victim or “and all occupants.” The lease would then be amended to remove the abuser’s name from the lease.

What are the landlord’s options if the abuser continues to return to the property once he has been evicted?

Since the abuser is no longer on the lease, the abuser can be treated as a trespasser and legal action may be taken against him.

Will tenants use this law to stop an eviction or get out of a lease early? Could a tenant pretend to be a domestic violence victim?

Domestic and sexual violence is under reported because of, among other reasons, the shame and stigma that is generally associated with it. According to the National Coalition against Domestic Violence only one quarter of physical assaults perpetrated against females by intimate partners are reported¹. Because of this stigma a person is unlikely to claim that she has been abused when she has not. Furthermore, if the landlord would like documentation of the violence, he can ask the victim to provide it. The victim can then provide one of the following: a Protection from Abuse Order, an incident report from the police department, or a written certification from a health care professional or professional guidance counselor that she sought treatment for abuse. Finally, all the landlord-tenant laws still apply to the tenant and the landlord. This law does not prevent eviction for reasons unrelated to domestic or sexual violence.

What will the cost to the city be in terms of enforcing a new law?

This law will result in a reduction in city services that the domestic or sexual violence victim could otherwise have had to use.

Reduce the cost to the judicial system for processing evictions and small claims cases against victims who are either being doubly victimized, or who had to move quickly to escape further violence.

Reduce the cost to the health system for emergency room visits due to ongoing abuse because the victim was afraid to break her lease or was forced to return to her abuser for lack of other available housing.

Reduce cost to the shelter system for women (and their children) who are forced to go to shelters because they are evicted after a domestic violence incident.

Why should the city of Philadelphia undertake enacting this law and not the state of Pennsylvania?

This law is urgently needed. Currently the support needed to pass this law is not in Harrisburg. Therefore, Philadelphia must take the lead in enacting these important and necessary protections for domestic and sexual violence victims.

What is the precedent for a law like this?

In 2005, when congress reauthorized the Violence against Women Act (VAWA), it added a provision to protect women in subsidized housing from unfair eviction due to their status as domestic violence victims. Also, many states and several cities have passed laws protecting domestic violence victims from unfair evictions and allowed for early termination of the lease.

Housing Anti-Discrimination- AK, CA, DC, IL, IN, NH, NY, NC, ND, OR, RI, VT, WA, WI

Early Lease Termination: AZ, CA, CT, DE, DC, IL, IN, MD, MN, NJ, NY, NC, ND, OR, TX, UT, WA, WI

Lease Bifurcation: AK, IN, NY, OR, WIⁱⁱ

ⁱ National Coalition Against Domestic Violence, “Did You Know?” July 2007.

ⁱⁱ National Law Center on Homelessness and Poverty, “State Laws and Legislation to Ensure Housing Rights for Survivors of Domestic and Sexual Violence,” May 2011.