

Tenant Bill of Rights

The following are some of the current laws regarding residential tenants in the City of Philadelphia, Pennsylvania. Be sure to consult an attorney if you need legal advice.

For more information contact TURN at 215-940-3900

I. THE RIGHT TO A HEARING.

It is a crime for a landlord to lock out a tenant. A tenant may be evicted only by a court officer and only after a court hearing. A tenant who has done everything the lease requires, except pay all the rent, will not be required to move provided the tenant pays the rent due, court costs and agreed upon late charges any time before being forced to leave the unit by a court officer. Landlord Tenant Act of 1951 and Philadelphia Code 9-1600

II. THE RIGHT AGAINST DANGEROUS CONDITIONS.

Landlords must repair any material defects to a rental property which affect the health or safety of the occupants prior to renting and promptly during the lease. Pugh v. Holmes and the Philadelphia Property Maintenance Code §PM-102.6

III. THE RIGHT AGAINST HARASSMENT AND DISCRIMINATION.

Landlords are prohibited from denying housing or offering different lease terms because of a tenant's race, religion, old age, physical or mental disability, gender, source of income, sexual orientation, number of children or status as a victim of domestic violence. Sexual harassment by landlords is illegal. Fair Housing Acts and Philadelphia Unfair Rental Practices Act

IV. THE RIGHT TO A REASONABLE ACCOMODATION.

Landlords are required to change their policies or procedures to accommodate a tenant with any serious medical impairment such as blindness, mental illness, lack of mobility or cardiovascular disease. Fair Housing Acts

V. THE RIGHT TO SERVICE MAINTENANCE.

Landlords may not discontinue any benefit or service provided at the beginning of a lease until the lease is renewed. Unfair Trade Practices and Consumer Protection Act

VI. THE RIGHT TO VISITORS.

Tenants have a right to have visitors for a reasonable period of time without any additional charges regardless of what the lease says. Landlord Tenant Act of 1951

VII. THE RIGHT TO THE RETURN OF SECURITY DEPOSIT.

Landlords may never charge more than two month's rent as security deposit, including pet fees and last month's rent. Landlords may not keep more than one month's security deposit for more than one year. Landlords must return a tenant's security deposit after deducting for unpaid rent and for damages beyond normal wear and tear within 30 days of the tenant leaving the premises. Landlord Tenant Act of 1951

VIII. THE RIGHT TO RESIDENTIAL PRIVACY.

Landlords must obtain the tenant's permission according to the lease before entering a tenant's residence for inspections or repairs unless the repairs are required by an emergency. Pennsylvania Covenant of Quiet Enjoyment

IX. THE RIGHT TO UTILITY ACCESS.

A landlord must provide access to necessary heat, water, gas and electric services at all times during a lease. A landlord may never bill a tenant more than a utility company or require a tenant to pay for utilities used by others including common areas. A utility company may not terminate service provided to a tenant because the landlord has failed to pay the bill without first giving the tenant notice and the opportunity to pay the bill for the last thirty days. Utility Service Tenants Rights Act and Philadelphia Code 9-1600

X. THE RIGHT AGAINST RETALIATION.

A landlord may not terminate or change a tenant's lease because the tenant has participated in a tenant association, complained about the need for repairs or exercised any other legal right. Philadelphia Fair Housing Ordinance

