

April 15, 2015

Sum Of Domestic Violence Amendment A 498 To Tenant Death Bill

- The amendment is a repeat of language from past sessions. Other states have seen the same legislation proposed and/or passed. Philadelphia already has a similar ordinance.

Highlights:

- **Early release or termination of lease** – victim tenant may be released with proper notice (at least 30 days) and required verification.
- **Termination of a single tenant**- victims who are single tenants would not be liable for rent or other charges after the termination.
- **Termination of multiple tenants**- release of one does not release others.
- **Verification requirements** are specified in the bill.
- **If tenant submits false statements**-landlord can collect up to 3 months rent or triple actual damages.
- **Landlord's obligations:**
 - return security deposit and unearned prepaid rent, not assess penalties or fees. Treble damages if refuses early termination.
- **Effect on perpetrator:**
 - Landlords could recover actual damages from the perpetrator.
 - If perp party to the lease: perps can stay or landlord can terminate the perp's interest under the lease or terminate the perp's interest and if perp doesn't vacate can bring action for possession. Perps are not entitled to damages resulting from a good faith exercise of a right granted to a tenant or a landlord.
- **Change of locks:** Victims have right to request change of locks. Landlord expense.
 - Tenant can change if landlord doesn't but landlord is entitled to rekey to be compatible with master key or other means of access.
 - If perp is party to lease locks can't be changed unless court order expressly requiring the perp to vacate or prohibits perp from having any contact with the tenant or family. Landlords must get copy of the court order.
- **Effect of court order to vacate:** landlord and tenants do not have duty to allow perp access to the unit unless with law enforcement people.
- **Lease interest of the perp:** If perpetrator is a party to the lease, that interest would terminate without effecting rights of others on the lease. If perpetrator sole tenant- security deposit subject to claim for damages against the perp as a result of the termination or for any other claim landlord has regarding the security deposit.
- **Limitations of landlord's conduct:** Landlord's cant increase or threaten to increase the rent, deposits, fees etc or threaten to terminate lease because of tenant's or family being victim, or because of violation of lease terms by tenant resulting from a violence, abuse or stalking incident, or because police were summoned .

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- **Landlord may terminate lease of perp** with notice, or if tenant re-invites the perp onto premises, or perp damages premises or harms others or disturbs use and enjoyment.
- **Rights of other tenants**- terminating per's interest does not terminate interests of other tenants. Other tenants can recover actual damages from the perp resulting from the termination of the per's interest in the lease.. No security deposits have to be returned until lease terminates with respect to all tenants.
- **Burden of proof:** In any action between landlord and perp re the right of landlord to terminate the perp's interest in a lease, the burden is on the landlord to prove by preponderance of the evidence that perp committed act of domestic violence, sexual assault or stalking.
- **Would apply to leases entered into or extended on or after effective date of bill.**