

AMENDMENTS TO HOUSE BILL NO. 447

Sponsor: REPRESENTATIVE DEAN

Printer's No. 1037

1 Amend Bill, page 1, line 5, by inserting after "thereto,"
2 in general provisions,

3 Amend Bill, page 1, line 5, by inserting after "tenant"
4 ; and providing for early release or termination of lease
5 because of domestic violence, sexual assault or stalking

6 Amend Bill, page 2, lines 14 through 17, by striking out all
7 of said lines and inserting

8 Section 2. The act is amended by adding an article to read:

9 ARTICLE V-C

10 TENANTS' RIGHTS IN CASES OF

11 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

12 Section 501-C. Definitions.

13 The following words and phrases when used in this article
14 shall have the meanings given to them in this section unless the
15 context clearly indicates otherwise:

16 "Attesting third party." A law enforcement official,
17 licensed health-care professional, victim's advocate or victim-
18 services provider.

19 "Domestic violence." Behavior for which a police officer may
20 arrest an individual without a warrant under 18 Pa.C.S. §
21 2711(a) (relating to probable cause arrests in domestic violence
22 cases).

23 "Dwelling unit." Either of the following:

24 (1) if a structure has two or more units to be leased,
25 the designated unit within the structure, together with the
26 fixtures and appurtenances, to be used as the home, residence
27 or sleeping place by an individual or two or more individuals
28 who maintain a common household regardless of their
29 relationship to each other. Unless the lease provides
30 otherwise, the term excludes an area associated with the
31 structure but exterior to it, such as a parking area or
32 grounds, or a common area within the structure, such as a
33 hallway, entrance or basement; or

34 (2) if a structure has only one unit to be leased, the
35 structure, together with the fixtures, facilities and

1 appurtenances, to be used as the home, residence or sleeping
2 place by an individual or two or more individuals who
3 maintain a common household, regardless of their relationship
4 to each other. Unless the lease provides otherwise, the term
5 excludes an area associated with the structure but exterior
6 to it, such as a parking area, detached garage, other
7 building or grounds.

8 "Immediate family member." Any of the following who
9 habitually reside in a dwelling unit with a tenant:

10 (1) an individual related to the tenant by blood,
11 adoption or marriage;

12 (2) an individual having an intimate relationship with
13 the tenant; or

14 (3) a foster child, stepchild or ward of the tenant or
15 of an individual named in paragraph (1) or (2).

16 "Premises." A dwelling unit and the structure of which it is
17 a part if the structure has two or more units to be leased. The
18 term includes the exterior or interior areas:

19 (1) associated with the structure that are excluded from
20 the definition of "dwelling unit," including the fixtures,
21 facilities and appurtenances; and

22 (2) held out for the use of tenants generally or the use
23 of which is promised to the tenant.

24 "Stalking." Conduct that constitutes an offense under 18
25 Pa.C.S. § 2709.1(a) (relating to stalking).

26 "Tenant." A person entitled to possession of a dwelling unit
27 under a lease. The term includes an assignee, sublessee and, if
28 the tenant is not an individual, an individual the tenant
29 authorized to occupy the dwelling unit. If the tenant is an
30 individual, the term excludes a person who occupies the dwelling
31 unit with the individual's permission that is not a party to the
32 lease and does not pay rent.

33 "Victim advocate." An individual, whether paid or serving as
34 a volunteer, who provides services to victims of domestic
35 violence, sexual assault or stalking under the auspices or
36 supervision of a victim-services provider or a court or a law
37 enforcement or prosecution agency.

38 "Victim-services provider." A person that assists victims of
39 domestic violence, sexual assault or stalking. The term includes
40 a rape crisis center, domestic violence shelter, faith-based
41 organization or other organization with a documented history of
42 work concerning domestic violence, sexual assault or stalking.
43 Section 502-C. Early release or termination of lease.

44 (a) Possible release.--If, as the result of an act of
45 domestic violence, sexual assault or stalking, a tenant or an
46 immediate family member has a reasonable fear of further acts of
47 domestic violence, sexual assault or stalking by continued
48 residence in the dwelling unit, the tenant may be released by
49 giving a notice that complies with subsection (b).

50 (b) Required release.--A tenant shall be released from a
51 lease if the tenant gives the landlord:

1 (1) a written notice signed by the tenant of the
2 tenant's intent to be released from the lease as of a
3 specific date. The notice must be given at least 30 days
4 prior to the date the tenant intends to terminate the lease;
5 and

6 (2) one of the following:

7 (i) a copy of a valid outstanding temporary or
8 permanent court order that restrains a perpetrator from
9 contact with the tenant or an immediate family member;

10 (ii) other evidence of domestic violence, sexual
11 assault or stalking against the tenant or an immediate
12 family member, including, but not limited to, police
13 reports, medical records or court documents relating to
14 the tenant's or immediate family member's victimization;
15 or

16 (iii) a written verification signed by the tenant
17 and an attesting third party that complies with the
18 provisions of section 503-C.

19 (c) Termination for a single tenant.--If the tenant is the
20 only tenant who is a party to the lease, the lease terminates on
21 the date specified in the notice given by the tenant under
22 subsection (b)(1). The tenant is not liable for rent or other
23 obligations under the lease accruing after the termination.

24 (d) Termination for multiple tenants.--If there are multiple
25 tenants that are parties to the lease, the release of one tenant
26 under this section does not terminate the lease with respect to
27 other tenants. The landlord is not required to return to the
28 released tenant or a remaining tenant a security deposit or
29 unearned prepaid rent until the lease terminates with respect to
30 all tenants.

31 Section 503-C. Verification.

32 (a) Requirements.--A verification provided by a tenant under
33 section 502-C(b)(2)(iii) shall include the following:

34 (1) From the tenant:

35 (i) the tenant's name and address of the dwelling
36 unit;

37 (ii) the approximate dates during which the domestic
38 violence, sexual assault or stalking occurred, including
39 the most recent date;

40 (iii) a statement that because of the acts of
41 domestic violence, sexual assault or stalking, the tenant
42 or an immediate family member has a reasonable fear that
43 the tenant or immediate family member will suffer further
44 acts of domestic violence, sexual assault or stalking by
45 continued residence in the dwelling unit;

46 (iv) the proposed date for the termination of the
47 lease or the release of the tenant from the lease; and

48 (v) a statement that the tenant understands that the
49 statements could be used in court and that the tenant
50 could be liable for perjury as well as the damages
51 provided in subsection (b) for making false statements in

1 the verification.

2 (2) From an attesting third party:

3 (i) the name, business address and business
4 telephone number of the attesting third party;

5 (ii) the capacity in which the attesting third party
6 received the information regarding the domestic violence,
7 sexual assault or stalking; and

8 (iii) a statement that the attesting third party:

9 (A) read the tenant's verification and has been
10 advised by the tenant that the tenant or an immediate
11 family member is the victim of domestic violence,
12 sexual assault or stalking and has a reasonable fear
13 that the tenant or the immediate family member will
14 suffer further acts of domestic violence, sexual
15 assault or stalking by continued residence in the
16 dwelling unit;

17 (B) believes the tenant; and

18 (C) understands that the verification may be
19 used as the basis for releasing the tenant from a
20 lease.

21 (b) False statements.--If a tenant submits to a landlord a
22 verification containing false statements made by the tenant or
23 false statements made by an attesting third party that the
24 tenant knew to be false, the court may award the landlord an
25 amount up to three months' rent or triple actual damages,
26 whichever is greater, costs and reasonable attorney fees.

27 Section 504-C. Landlord's obligations.

28 (a) Complying tenant.--If a tenant complies with section
29 502-C, the landlord:

30 (1) except as provided in section 502-C(d), shall return
31 to the tenant the amount of a security deposit and unearned
32 prepaid rent, to which the tenant is entitled;

33 (2) may not assess a fee or other penalty against the
34 tenant solely for exercising a right granted under this
35 article; and

36 (3) may not disclose information required to be reported
37 to the landlord under section 502-C unless:

38 (i) the tenant provides specific time-limited and
39 contemporaneous consent to the disclosure in writing; or

40 (ii) the information is required to be disclosed by
41 a court order or by law other than this article.

42 (b) Refusal to release.--If a landlord refuses to release a
43 tenant who is entitled to be released from a lease under section
44 502-C, the court shall award the tenant an amount equal to three
45 months' rent or triple actual damages, whichever is greater,
46 costs and reasonable attorney fees.

47 Section 505-C. Effect on perpetrator.

48 (a) Recovery of damages.--A landlord may recover from a
49 perpetrator actual damages resulting from a tenant's exercise of
50 a right under section 502-C. If the perpetrator is a party to
51 the lease, the landlord may:

1 (1) except as otherwise provided in section 507-C(b),
2 allow the perpetrator to remain in possession of the dwelling
3 unit in which event the perpetrator shall be liable for
4 future rent payable and other obligations of a tenant under
5 the lease; or

6 (2) terminate the perpetrator's interest under the lease
7 by written notice to the perpetrator at least five days prior
8 to the termination date specified in the notice and bring an
9 action for possession against the perpetrator if the
10 perpetrator fails to vacate the dwelling unit on the
11 specified termination date.

12 (b) Limitation.--A perpetrator is not entitled to damages
13 resulting from a good faith exercise of a right granted to a
14 tenant or a landlord under section 502-C or 508-C or this
15 section.

16 Section 506-C. Change of locks.

17 (a) Right to request.--Subject to subsections (b) and (c),
18 if a tenant or an immediate family member has been the victim of
19 domestic violence, sexual assault or stalking and the tenant has
20 a reasonable fear that the perpetrator or another individual
21 acting on the perpetrator's behalf may attempt to gain access to
22 the dwelling unit, the tenant may ask the landlord to change the
23 locks or other security devices for the dwelling unit.

24 (b) Duty of landlord and expense.--Not later than three days
25 after receiving a request under subsection (a) or sooner if
26 commercially reasonable to do so, the landlord shall change the
27 locks or security devices at the tenant's expense.

28 (c) Right of tenant.--If the landlord fails to act in a
29 timely manner, the tenant may change or rekey the locks or other
30 security devices at the landlord's expense without the
31 landlord's consent. In that event, the tenant shall provide a
32 key or other means of access to the new locks or security
33 devices to the landlord and to any other tenant, other than the
34 perpetrator, that is a party to the lease.

35 (d) Right of landlord.--If the locks or other security
36 devices are changed or rekeyed under subsection (c), the
37 landlord may thereafter change or rekey them, at the landlord's
38 expense, to ensure compatibility with the landlord's master key
39 or other means of access or otherwise accommodate the landlord's
40 reasonable commercial needs.

41 (e) Prohibition.--If a perpetrator is a party to the lease,
42 the locks or other security devices may not be changed or
43 rekeyed under subsection (b) or (c) unless there is a court
44 order expressly requiring the perpetrator to vacate the dwelling
45 unit or a court order expressly prohibiting the perpetrator from
46 having any contact with the tenant or an immediate family member
47 and a copy of the order has been provided to the landlord.

48 (f) Limitation.--A perpetrator is not entitled to damages or
49 other relief against a landlord or a tenant who complies in good
50 faith with this section.

51 Section 507-C. Effect of court order to vacate.

1 (a) Landlord and tenant.--Upon issuance of a court order
2 requiring a perpetrator to vacate a dwelling unit, the landlord
3 and a tenant do not have a duty to:

4 (1) allow the perpetrator access to the unit unless
5 accompanied by a law enforcement officer; or

6 (2) provide the perpetrator with a key or other access
7 to the dwelling unit.

8 (b) Lease interest of perpetrator.--If the perpetrator who
9 is the subject of the court order described in subsection (a) is
10 a party to the lease, the perpetrator's interest under the lease
11 shall terminate and the landlord and any other tenants remaining
12 in the dwelling unit shall be entitled to actual damages from
13 the perpetrator as a result of the termination. The termination
14 of the perpetrator's interest in the lease shall not affect the
15 rights and obligations under the lease of any other tenants
16 remaining in the dwelling unit.

17 (c) Duty of landlord.--Upon termination of a perpetrator's
18 interest under a lease under subsection (b), the landlord shall
19 return to the perpetrator, if the perpetrator was the only
20 tenant under the lease, a security deposit and unearned rent, to
21 which the perpetrator is entitled following the termination.
22 The landlord's obligation to return a security deposit to a
23 perpetrator under this subsection is subject to the landlord's
24 claim for damages against the perpetrator as a result of the
25 termination or for any other claim the landlord may have with
26 respect to the security deposit under other provisions of the
27 lease.

28 Section 508-C. Limitation on landlord's conduct.

29 (a) Prohibitions.--Except as provided in subsection (c), a
30 landlord may not increase or threaten to increase the rent,
31 security deposit or fees payable under a lease, decrease or
32 threaten to decrease services required under the lease or this
33 article, terminate or threaten to terminate a lease, refuse to
34 renew a lease, serve or threaten to serve a notice to terminate
35 a periodic tenancy, bring or threaten to bring an action for
36 possession, refuse to let a dwelling unit or impose different
37 rules or selectively enforce the landlord's rules:

38 (1) primarily because the tenant or an immediate family
39 member is or has been the victim of domestic violence, sexual
40 assault or stalking;

41 (2) because of a violation of the terms of the lease or
42 the provisions of this article by the tenant resulting from
43 the incident of domestic violence, sexual assault or stalking
44 against the tenant or an immediate family member; or

45 (3) because of criminal activity relating to domestic
46 violence, sexual assault or stalking against the tenant or an
47 immediate family member or a police or emergency response to
48 a good faith complaint of activities relating to domestic
49 violence, sexual assault or stalking against the tenant or an
50 immediate family member.

51 (b) Right of landlord.--A landlord may terminate a lease if

1 the landlord provided a tenant with a written notice signed by
2 the landlord regarding a perpetrator's behavior relating to
3 domestic violence, sexual assault or stalking against the tenant
4 or an immediate family member, and subsequently:

5 (1) the tenant invites the perpetrator onto the premises
6 or, without the landlord's consent, allows the perpetrator to
7 occupy the dwelling unit; and

8 (2) the perpetrator damages the premises, harms another
9 individual on the premises or otherwise disturbs the use and
10 enjoyment of the premises by another tenant of the dwelling
11 unit or of another dwelling unit in the premises.

12 (c) Willful violation.--If a landlord willfully violates
13 this section:

14 (1) the tenant may:

15 (i) terminate the lease;

16 (ii) defend an action for possession on the ground
17 that the landlord willfully violated this section; or

18 (iii) obtain appropriate injunctive relief; and

19 (2) the court shall award the tenant an amount equal to
20 three months' rent or triple actual damages, whichever is
21 greater.

22 (d) Definition.--As used in this section, the term "tenant"
23 shall include an individual seeking to enter into a lease with a
24 landlord.

25 Section 509-C. Termination of perpetrator's interest under
26 lease without court order.

27 (a) General rule.--If a tenant is the perpetrator of an act
28 of domestic violence, sexual assault or stalking against any
29 occupant of the premises, the landlord may terminate the
30 perpetrator's interest under a lease by giving the perpetrator a
31 written notice signed by the landlord that:

32 (1) states the landlord's intent to terminate the
33 perpetrator's interest in the lease immediately or on a later
34 date specified in the notice; and

35 (2) specifies the act of domestic violence motivating
36 the landlord to terminate the perpetrator's interest under
37 the lease.

38 (b) Rights of other tenants.--The termination of a
39 perpetrator's interest under a lease shall not terminate the
40 interest of any other tenant under the lease and shall not alter
41 the obligations of any other tenant under the lease. Any other
42 tenant under the lease may recover actual damages from the
43 perpetrator resulting from the termination of the perpetrator's
44 interest under the lease.

45 (c) Return of security deposit and unearned rent.--The
46 landlord is not required to return to the perpetrator or to any
47 remaining tenant any security deposit or unearned rent until the
48 lease terminates with respect to all tenants.

49 (d) Burden of proof.--In any action between the landlord and
50 a perpetrator involving the right of the landlord to terminate
51 the perpetrator's interest in a lease under this section, the

1 burden is upon the landlord to prove by a preponderance of the
2 evidence that the perpetrator committed an act of domestic
3 violence, sexual assault or stalking.

4 Section 3. The addition of section 514 and Article V-C of
5 the act shall apply to leases entered into or extended on or
6 after the effective date of this section.

7 Section 4. This act shall take effect as follows:

8 (1) This section shall take effect immediately.

9 (2) The remainder of this act shall take effect in 60
10 days.