

Housing Law 101 for Advocates



November 19, 2020

Presenter

Kadeem Morris

Staff Attorney

Community Legal Services (CLS)

kmorris@clsphila.org

215-981-3774



Goals of Training

- ❑ Provide participants with an understanding of basic housing law
- ❑ Explain the differences between Landlord tenant housing and mobile Home owners/renters protections
- ❑ Explore emerging trends in Housing Law
 - ❑ Fair Housing Protections, Domestic Violence in Housing, Reasonable Accommodations, Subsidized housing program and post Covid- 19 housing considerations.)



Legal Consults & Referrals(update)

Pennsylvania Legal Aid Network

- ❑ Programs vary by location
- ❑ www.palawhelp.org

North Penn Legal Services

- ❑ www.northpennlegal.org
- ❑ 877-953-4250

Neighborhood legal Services

- ❑ www.nlsa.us
- ❑ 1-866-761-6572

Legal Service South Eastern PA (LASP)

- ❑ 887-429-5994
- ❑ www.lasp.org

Southwestern Pennsylvania Legal Aid

- ❑ www.sspla.org
- ❑ 800-846-0871

MidPenn Legal Services

- ❑ <https://www.midpenn.org/>
- ❑ 1-800-326-9177



Landlord Tenant Basics

- ❖ Is there a landlord tenant relationship
 - is there a lease / agreement
 - is someone paying rent
 - do they have exclusive possession of a unit or a room

- ❖ A suit by a landlord or an attempt at mediation concedes that a landlord tenant relationship.

There is set no definition of a tenant but for the purposes of this training, a tenant is defined as someone having exclusive possession of a home or apartment (for a fee) by agreement.

- Landlord- Owner/ agent
- Tenant – legal occupant



Is there is a lease ?

A LEASE CAN BE

written

Oral

Default provisions apply

LEASE TERMS

Month to Month

Yearly

2 years or more (must be in writing)

Rent to own

Installment sales contract

Types of Housing

- Private Market rate housing
- Federally Subsidized housing
 - Public Housing
 - Section 8 Voucher
 - Project based / site base housing
 - Low income housing tax credit properties
- Mobile Home Park/ Manufactured homes communities

Hypo# 1(via Poll)

Mary and her children live in Paul's home with Paul and his mother.
Every month Mary gives Paul \$100 for her share of groceries .
Additionally, the cable bill is in Mary's son name.

Q1: Is there a landlord tenant relationship?

Vote ? Yes or no

Eviction Process



Steps in an Eviction

1. Eviction Notice

2. Filing of Court
Complaint

3. Hearing

4. Appeal (if applicable)

5. Eviction

- Order of Possession (10 days after Judgment against tenant)
- Lockout (Usually on day 11 after judgment against tenant)

Any eviction that does not follow this process is an illegal eviction!



Notice

The Landlord Tenant Act requires a landlord to provide a written a notice to the tenant that specifies the grounds for eviction. Default notice requirements can vary according to lease term

- End of lease term
 - A lease of year or more 30 days notice
 - A lease of less than a year 15 days notice
- Non payment of rent
 - 10 days
- Breach of lease
 - 15 days

Notice requirements can be waived in a written lease. If the lease is oral or if the lease does not mention notice, the default provision of the Landlord Tenant Act stated above apply.



Notice & the CDC Eviction Moratorium

Bureau of consumer Protection interim Rule (effective may 3,2021)

Fair Debt Collection Practices Act of 1977

Section 1006.9(c) prohibits certain deceptive and unfair acts by debt collectors. As discussed further below, § 1006.9(c)(1) generally prohibits debt collectors from filing an eviction action against a consumer to whom the CDC Order reasonably might apply without disclosing that the consumer may be eligible for temporary protection from eviction under the CDC Order. Section 1006.9(c)(2) prohibits debt collectors from falsely representing or implying to a consumer that the consumer is not eligible for temporary protection from eviction under the CDC Order.

FDCPA defines debtor “debt collector” as any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. FDCPA section 803(6)’s definition of “debt collector” also includes any creditor who, in the process of collecting its own debts, uses any name other than the creditor’s own which would indicate that a third person is collecting or attempting to collect such debts. (includes attorneys)

Requirements

- Must be sent at the same time as the eviction notice
- If notice is waived must sent same date as the eviction complaint (should accompany service)
- Must inform tenants of their rights under the CDC Moratorium

Poll # 2

Are you acting as a Debt Collector, If you file an eviction or if you act an agent of the landlord during an Eviction such as a hearing or mediation?

Yes or no?

Answer via on screen poll

Grounds for Evictions(Landlord/ Tenant)

- Non Payment of Rent
- Termination of term
- Breach of a condition of the lease



Eviction Defenses or Common Issues

- Implied warranty of habitability
- Protections for Subsidized Housing tenants
- Withholding rent
- Repair & deduct
- Protections for Victims of Domestic violence

Implied Warranty of Habitability

A tenant obligation to pay rent is conditioned on the a landlord provided a habitable home.

- This warranty is cannot be waived although a lot of landlord try to waive it in leases.
- That clause is not enforceable

Repair issues & withholding

Tenants must give notice(usually in writing) to their landlord and give the landlord an opportunity to repair the issue.

- ❑ Landlord must be given a reasonable time to repair the issue the issue.
 - ❑ Reasonable time is not defined but is usually judged based on the nature of the repair.
 - ❑ Issues such as lack of heat in the winter are considered an emergency.

Repair Issues & withholding cont'd

A tenant has the right to withhold rent after a given the landlord had a reasonable time to repair the issues.

- The withholding must be reasonable and related to the repair.
 - e.g. A broken outlet not equal a waiver a of full months rent, no heat in the winter months can render a house unlivable.
- Withholding can prompt a retaliatory eviction filing by the landlord (this is illegal)
- The tenant can also repair the issue and deduct the cost of repair from the rent.
 - if the landlord has been notified of the problem, given a reasonable time to repair it and has failed to make the repair.

Post Eviction Procedures

- Return of Security deposit
 - Landlord has 30 days from the date that the tenant surrendered the property/ returned keys.
 - Landlord is required to invoice the tenant for damages that are deducted from the deposit.
- Appeal Deadline
 - Judgment for possession – 10 days
 - Money Judgment – 30 days
- Right to pay and stay - MDJ Rule 518 - in a case of recovery of possession solely because of failure to pay rent - pay rent actually in arrears and the costs of the proceedings.



Hypo #3

After graduation, Jack and his college roommate Michael move in Jack's sister home. His sister Lucy has moved out of town for work but didn't want to sell her home.

Jack and Michael agree to a one year lease with Lucy. Michael move out in month 10 of the lease.

Is Michael entitled to return of his portion of the security deposit ?

Does it matter that Michael moved out in month 10 of a 1 year lease ?

Manufactured Home Owners



Mobile/Manufactured Home

A **mobile home** (**trailer, trailer home, house trailer, static caravan, residential caravan** or simply **caravan**) is a prefabricated structure, built in a factory. Usually located on the land owned by another person or in a community.

- In Pennsylvania, nearly 55% have never been moved.
- More than 20% have not been moved in over 10 years.
- Mobility is not a factor for people who choose manuf. housing
- A manuf. home is a long-term housing choice for most residents.

Evictions – Grounds (Mobile Homes)

A Mobile Home Park owner may evict a resident or not renew the lease *only* for one of the following reasons:

- Non-payment of rent
- A second or subsequent violation of community rules within a 6-month period
- Change in use of the community or part of it
- Termination of the community or part of it
- Termination of term of end of lease is not a ground for eviction from a mobile home park or community

68 P.S. § 398.3



Hypo / Poll 4

True or False

A mobile home owner cannot be removed from a mobile home park if they (i) are paying their lot rent when it is due (ii) complying with the rules of the mobile home park (iii) desire to continue living there.

Hypo # 5

Alice and Carol have been living in a mobile home with their grandmother for the last three years. Their grandmother has lived in the same unit for the last 15 years. When their grandmother moved in, the lease term was five years. The grandmother dies the following spring. Alice inherits the mobile home. Three months later, the owner of the Community is claiming that her Grandmother's lease is over and they need to move out.

Do Alice and Carol have a right to stay?



Unique issues with faced by Manufactured Home Owners

- ❖ MH homeowners face “unique vulnerabilities” due to
 - ❑ having their homes on land owned by others
 - ❑ the status of their homes as personal property
 - ❑ Unregulated rent increases – amount
 - ❑ Unfair rules - inability to challenge w/o risking eviction
 - ❑ Underinvestment in infrastructure (water, roads, utilities)
 - ❑ Community sale or closure—forced relocation, loss of equity, expense of moving home, loss of home

Questions



Thank you for attending!

