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THE GENERAL ASSEMBLY OF PENNSYLVANIA

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HOUSE BILL

No. 1979 Session of  
2021

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INTRODUCED BY KINKEAD, D. WILLIAMS, SCHLOSSBERG, HOHENSTEIN,  
SANCHEZ, MADDEN AND KINSEY, OCTOBER 18, 2021

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REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, OCTOBER 18, 2021

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AN ACT

1 Amending the act of April 6, 1951 (P.L.69, No.20), entitled "An  
2 act relating to the rights, obligations and liabilities of  
3 landlord and tenant and of parties dealing with them and  
4 amending, revising, changing and consolidating the law  
5 relating thereto," providing for tenant's rights.

6 The General Assembly of the Commonwealth of Pennsylvania  
7 hereby enacts as follows:

8 Section 1. The act of April 6, 1951 (P.L.69, No.20), known  
9 as The Landlord and Tenant Act of 1951, is amended by adding an  
10 article to read:

11 ARTICLE V-C

12 TENANT'S RIGHTS

13 Section 501-C. Evictions.

14 (a) Refusal or termination.--A landlord may only terminate  
15 or refuse to renew the lease of a lessee, or may evict a lessee  
16 and rental home occupant, for one of the following reasons:

17 (1) Nonpayment of rent.

18 (2) A second or subsequent violation of the community  
19 rules or lease occurring within a six-month period.

1           (3) If there is a change in use of the community land or  
2 any part of community land.

3           (4) Termination of the rental home property.

4           (b) Eviction procedure.--The following shall apply for a  
5 rental home lessee eviction:

6           (1) A lessee may not be evicted by a self-help measure.

7           (2) Prior to the commencement of any eviction proceeding  
8 or the termination of or failure to renew the lease of a  
9 lessee, the landlord shall notify the rental home lessee in  
10 writing of the particular breach or violation of the lease by  
11 certified or registered mail.

12           (3) In the case of nonpayment of rent, the notice under  
13 paragraph (2) shall state that an eviction proceeding may be  
14 commenced if the rental home lessee does not pay the overdue  
15 rent within 20 days from the date of service if the notice is  
16 given on or after April 1 and before September 1, and 30 days  
17 if given on or after September 1 and before April 1 or an  
18 additional nonpayment of rent occurring within six months of  
19 the giving of the notice may result in immediate eviction  
20 proceedings.

21           (4) In the case of a breach of the lease or violation of  
22 the community rules, other than nonpayment of rent under  
23 paragraph (3), the notice shall describe the particular  
24 breach or violation. No eviction action may be commenced nor  
25 shall the landlord terminate or refuse to renew the lease of  
26 the rental home lessee unless the rental home lessee has been  
27 notified as required by this section. Upon a second or  
28 subsequent violation or breach occurring within six months,  
29 the landlord may commence eviction proceedings at any time  
30 within 60 days of the last violation or breach.

1 (c) Nonenforcement of rules.--A rental home lessee shall not  
2 be evicted nor shall the landlord terminate or refuse to renew  
3 the lease of a rental home lessee when there is proof that the  
4 rules the lessee is accused of violating are not enforced with  
5 respect to the other rental home lessees or nonresidents on the  
6 community premises.

7 Section 502-C. Community rules and regulations.

8 (a) Establishment.--A landlord may at any time establish  
9 fair and reasonable rules and regulations reasonably related to  
10 the health, safety and upkeep of the community, provided the  
11 rules and regulations are not arbitrary or capricious and are  
12 included in any written lease and delivered to existing lessees  
13 and posted in the public portion of the community office or  
14 other conspicuous and readily accessible place near the rental  
15 property.

16 (b) Uniform application.--All rules or rental charges shall  
17 be uniformly applied to all rental home lessees or prospective  
18 rental home occupants of the same or similar category. The  
19 lessee shall be provided with a written copy of the rules and  
20 regulations prior to the owner's or operator's acceptance of any  
21 initial deposit, fee or rent. In addition, a copy of this  
22 article shall be posted in the public portion of the community  
23 office or other conspicuous and readily accessible place in the  
24 rental home, and a copy of the following notice shall be  
25 reproduced in capital typewritten letters or in ten-point  
26 boldface print and be given to each resident upon entering into  
27 the lease:

28 IMPORTANT NOTICE REQUIRED BY LAW

29 The rules set forth below govern the terms of your lease or  
30 occupancy agreement with this rental home. The law requires all

1 of these rules to be fair and reasonable.

2 As a lessee, you may continue to stay in this community as  
3 long as you pay your rent and other reasonable fees, service  
4 charges and assessments hereinafter set forth and abide by the  
5 rules of the community. Entrance and exit fees may not be  
6 charged.

7 As a lessee, you may be evicted for any of the following  
8 reasons:

9 (1) Nonpayment of rent.

10 (2) A second or subsequent violation of the community  
11 rules or lease occurring within a six-month period.

12 (3) If there is a change in use of the community land or  
13 parts thereof.

14 (4) Termination of the rental home property.

15 As a lessee, you shall only be evicted in accordance with the  
16 following procedure:

17 (1) A lessee shall not be evicted by any self-help  
18 measure.

19 (2) Prior to the commencement of any eviction  
20 proceeding, the landlord shall notify the lessee in writing  
21 of the particular breach or violation of the lease or  
22 community rules by certified or registered mail.

23 (3) In the case of nonpayment of rent, the notice under  
24 paragraph (2) shall state that an eviction proceeding may be  
25 commenced if the rental home lessee does not pay the overdue  
26 rent within 20 days from the date of service if the notice is  
27 given on or after April 1 and before September 1, and 30 days  
28 if given on or after September 1 and before April 1 or an  
29 additional nonpayment of rent occurring within six months of  
30 the giving of the notice may result in immediate eviction

1 proceedings.

2 (4) In the case of a breach of the lease or violation of  
3 the community rules, other than nonpayment of rent under  
4 paragraph (3), the notice shall describe the particular  
5 breach or violation. No eviction action shall be commenced  
6 unless the lessee has been notified as required by this  
7 section, and upon a second or subsequent violation or breach  
8 occurring within six months, the landlord may commence  
9 eviction proceedings at any time within 60 days of the last  
10 violation or breach.

11 As a lessee, you may not be evicted when there is proof that  
12 the rules you as the lessee are accused of violating are not  
13 enforced with respect to the other rental home residents or  
14 nonresidents on the community premises.

15 In addition, no eviction proceeding for nonpayment of rent  
16 may be commenced against you as the lessee until you have  
17 received notice by certified or registered mail of the  
18 nonpayment and have been given to pay the overdue rent 20 days  
19 from the date of service if the notice is given on or after  
20 April 1 and before September 1, and 30 days if given on or after  
21 September 1 and before April 1. However, only one notice of  
22 overdue rent is required to be sent to you as the lessee during  
23 any six-month period. If a second or additional violation occurs  
24 within six months from the date of the first notice then  
25 eviction proceedings may be immediately started against you.

26 You are entitled to purchase goods or services from a seller  
27 of your choice and the community owner shall not restrict your  
28 right to do so.

29 The Attorney General of the Commonwealth of Pennsylvania or  
30 the District Attorney of the county in which the rental home is

1 located shall enforce these provisions. As a lessee, you may  
2 also bring a private cause of action. If your rights are  
3 violated you may contact the Bureau of Consumer Protection or  
4 your local District Attorney.

5 Section 503-C. Disclosure of fees.

6 (a) Disclosure of utilities.--All rent, fees, service  
7 charges and assessments payable to the landlord and utility  
8 charges for water, sewer, trash, Internet, cable, electricity  
9 and fuel charges payable to the landlord and notice of any other  
10 utility charges for which the lessee may be responsible shall be  
11 fully disclosed in writing to a prospective rental home lessee  
12 prior to the rental home owner or operator's acceptance of any  
13 initial deposit, fee or rent and prior to execution of the  
14 rental home space lease. For current rental home residents, the  
15 rental home community owner or operator shall fully disclose all  
16 rent, fees, service charges and assessments payable to the  
17 community owner and utility charges for water, sewer, trash,  
18 cable, electricity and fuel charges payable to others in writing  
19 prior to the execution of a mandatory lease of at least one  
20 month in duration.

21 (b) Signature.--The landlord may require that the  
22 prospective lessee or current lessee sign a receipt indicating  
23 receipt of a copy of the required disclosure and the rental home  
24 community rules and regulations so long as the documents are  
25 clearly identified in the receipt itself. The receipt shall  
26 indicate nothing more than that the documents identified in the  
27 receipt have been received by the lessee.

28 (c) Disclosure.--Failure to disclose rent, fees, service  
29 charges and assessments shall render the rent, fees, service  
30 charges and assessments void and unenforceable in this

1 Commonwealth. Increases in rent, fees, service charges and  
2 assessments payable to the landlord shall be unenforceable until  
3 30 days after notice thereof has been posted in the public  
4 portion of the community office or other conspicuous and readily  
5 accessible place in the rental home and mailed to the rental  
6 home lessee. Rent may not be increased during the term of the  
7 lease.

8 (d) Cover sheet.--The written disclosure shall contain a  
9 cover sheet with the following statement in 12-point, sans-serif  
10 type, except the term "five days" in the final paragraph of the  
11 notice shall appear in 16-point, sans-serif, bold type:

12 "This document contains important information regarding your  
13 legal rights and your financial obligations in leasing or  
14 renewing or signing a new lease for a rental home. Make sure  
15 that you read the entire document and seek legal advice if  
16 you have any questions regarding the information stated in  
17 this document.

18 The statements contained in this disclosure are only summary  
19 in nature. A prospective lessee should refer to all  
20 references, including all lease or rental agreement documents  
21 as well as any rules and regulations that have been  
22 established for the rental home community. Oral  
23 representations should not be relied on as correctly stating  
24 the representations of the rental home community owner or  
25 operator. Instead, you should refer to the lease or rental  
26 agreement and required disclosure documents for correct  
27 representations. You should also refer to the act of November  
28 24, 1976 (P.L.1176, No.261), known as the Manufactured Home  
29 Community Rights Act, to become familiar with your  
30 obligations and rights as a rental home resident.

1 You have five calendar days from the date you received this  
2 documentation to cancel your agreement in writing to the  
3 rental home community owner or operator."

4 (e) Disclosures.--All new leases, lease extensions and lease  
5 renewals, which are for more than a 60-day period, shall contain  
6 the following full disclosures:

7 (1) The manner in which utility and other services,  
8 including sewage and waste disposal, cable television, water  
9 supply and storm drainage, will be provided, and the entity  
10 providing them. The services or user fees charged by the  
11 landlord for the services provided by the rental home owner  
12 shall also be disclosed.

13 (2) An explanation of the manner in which the rental  
14 amount will be increased, including notification to the  
15 rental home lessee at least 60 days in advance of the  
16 increase.

17 (3) Disclosure of any factors that may affect the rental  
18 amount, including the following factors:

19 (i) Water rates.

20 (ii) Sewer rates.

21 (iii) Waste disposal rates.

22 (iv) Maintenance costs, including costs of deferred  
23 maintenance.

24 (v) Management costs.

25 (vi) Property taxes.

26 (vii) Major repairs or improvements.

27 (viii) Any other fees, costs, assessments or service  
28 charges that the rental home lessee is required to pay or  
29 that the rental home owner or operator intends to charge  
30 during the terms of the lease or rental agreement.



1           (4) Disclosure of the manner in which the pass-through  
2 charges will be assessed.

3           (5) A report of the utility fees charged for the rental  
4 home paid to the landlord by a prior lessee during the  
5 previous 12 months.

6           (6) Disclosure of all service charges currently charged  
7 for services offered which the rental home lessee may elect  
8 to incur and the manner in which the fees will be increased.

9           (7) Any rental home community rules and regulations that  
10 have been established and an explanation of the manner in  
11 which the rules and regulations will be set, changed or  
12 promulgated.

13           (8) The rent history of the rental home for the three  
14 full calendar years immediately preceding the prospective  
15 initial rental agreement date. The information under this  
16 paragraph shall be for basic rental fees only and shall not  
17 apply to other fees such as late charges and guest fees.  
18 Additionally, the calculation of rent history shall be posted  
19 in the public portion of the rental home community's rental  
20 office or other conspicuous and readily accessible place and  
21 in the same place as any rules and regulations that have been  
22 established for the rental home community are posted.

23           (9) Citations or other documents from Federal, State or  
24 local governmental agencies which require the rental home  
25 community owner to take corrective action, including  
26 citations from the Department of Environmental Protection  
27 regarding water and sewage. The information shall also be  
28 posted within the community in the same place as the rules  
29 and regulations are displayed until the corrective action has  
30 been completed.

1 Section 504-C. Other fees.

2 In accordance with a lessee's right to invite to the lessee's  
3 dwelling unit social and business visitors as the lessee wishes,  
4 no fee may be charged for overnight visitors or guests occupying  
5 a lessee's rental home. If an overnight visitor or guest  
6 frequently remain overnight for residential purposes so as to  
7 increase the number of persons normally living in the unit, the  
8 owner or operator of a rental home may revise the rent due to  
9 conform to the rent paid by other lessees with a like number of  
10 members in their household.

11 Section 505-C. Sale or lease of rental home.

12 (a) Written notice of sale or lease.--In the event of the  
13 sale or lease of a rental home, a rental home owner shall  
14 provide written notice to the residents and tenants of the  
15 community and to the Pennsylvania Housing Finance Agency. The  
16 notice shall be sent within 30 days after any agreement of sale  
17 is signed. The notice shall be posted in the same conspicuous  
18 and readily accessible place in the rental home community where  
19 the rules and regulations are posted, pursuant to section 502-C.

20 (b) New owner notice.--Within 30 days of transfer of title  
21 to the community, the new owner shall notify the residents and  
22 tenants of the name of the new owner and contact information for  
23 either the new owner or new operator of the community. The  
24 notice shall be mailed to each resident and tenant and shall be  
25 posted immediately in the same conspicuous and readily  
26 accessible place in the rental home community where the rules  
27 and regulations are posted, pursuant to section 502-C.

28 Section 506-C. Closure of rental home.

29 (a) Requirements.--In the event of the closure of a rental  
30 home, in whole or in part, the rental home owner shall:

1       (1) Provide written notice to the residents and tenants  
2 of the community, to the resident association if one exists,  
3 to the Pennsylvania Housing Finance Agency and to the  
4 municipality where the rental home is located within 60 days  
5 of deciding to close the rental home. The notice shall  
6 include the estimated date residents and tenants will be  
7 expected to vacate the community, which shall be no less than  
8 180 days from the date of the notice, and the estimated date  
9 the community will be closed.

10       (2) Notify any prospective resident in writing, prior to  
11 leasing a rental home, and any known prospective tenant,  
12 prior to leasing a rental home, of the scheduled closing  
13 date.

14       (b) Consideration.--A rental home owner shall consider any  
15 offer to purchase the community made by a resident association  
16 representing at least 25% of the tenants or by a nonprofit  
17 corporation, including a community development corporation,  
18 housing authority or redevelopment authority acting at the  
19 request of the residents of at least 25% of the units and shall  
20 negotiate in good faith with the entity submitting the offer.

21       (c) Penalty prohibited.--A tenant who rents a unit in a  
22 rental home shall have the right to terminate the lease without  
23 penalty upon receiving notice of the planned closing of the  
24 rental home.

25 Section 507-C. Notice requirements in event of closure of  
26 rental home.

27       (a) Certification and recipient.--The notice given to the  
28 Pennsylvania Housing Finance Agency under section 505-C shall be  
29 sent by certified mail and shall be addressed to the legal  
30 department of the Pennsylvania Housing Finance Agency.

1 (b) Publication and other requirements.--

2 (1) Within 60 days of the effective date of this  
3 section, the Pennsylvania Housing Finance Agency shall  
4 transmit notice to the Legislative Reference Bureau for  
5 publication in the Pennsylvania Bulletin stating the agency  
6 is compiling a list of parties interested in receiving copies  
7 of any notice received by it under sections 505-C and 506-C  
8 and inviting the parties to provide contact information to  
9 receive notices of community sales or closures. The notice  
10 under this paragraph shall also be published on the agency's  
11 publicly accessible Internet website. Interested parties may  
12 indicate their region of the Commonwealth or that they  
13 operate Statewide.

14 (2) The Pennsylvania Housing Finance Agency shall send  
15 copies of notices received under this section to parties on  
16 the list that are Statewide or within the region the parties  
17 identify under paragraph (1). Notices shall be sent by  
18 regular mail or by electronic mail within 10 calendar days of  
19 the receipt of a notice.

20 (3) Nothing in this subsection shall be construed to  
21 create any liability for the Pennsylvania Housing Finance  
22 Agency or otherwise to affect the transfer of any real  
23 property in the event there is a failure to provide notice in  
24 accordance with this act.

25 (c) Notice requirements.--A notice given under subsection

26 (b) (2) shall be:

27 (1) Delivered to an adult resident of each rental home  
28 unit within the rental home or mailed by first class mail to  
29 the resident or tenant of each unit.

30 (2) Posted in the same conspicuous and readily

1 accessible place in the rental home community where the rules  
2 and regulations are posted under section 502-C.

3 (d) Personal notice.--A notice given under subsection (b) (2)  
4 shall be given personally to the prospective resident or known  
5 prospective tenant.

6 Section 508-C. Waiver of rights.

7 The rights and duties of rental home owners and operators and  
8 the rental home lessees may not be waived by any provisions of a  
9 written or oral agreement. Any agreement attempting to limit  
10 rights under this section shall be void and unenforceable in  
11 this Commonwealth.

12 Section 509-C. Damages.

13 (a) Cause of action.--Any rental home owner, operator or  
14 lessee aggrieved by a violation of their rights under this  
15 article may institute a private cause of action to recover  
16 damages, or for treble damages where provided in this article or  
17 restitution in any appropriate court of initial jurisdiction in  
18 this Commonwealth.

19 (b) Disclosure.--If disclosure as required by section 503-C  
20 was not provided to the rental home prospective first-time  
21 lessee prior to execution of the rental agreement or prior to  
22 initial occupancy of a unit, the rental agreement shall be  
23 voidable by the lessee during the first year of occupancy until  
24 five calendar days after the receipt of the disclosure by the  
25 lessee.

26 (c) Notice of void.--To void the rental agreement, the  
27 prospective first-time lessee shall deliver written notice to  
28 the rental home owner or operator within five days after receipt  
29 of the disclosure and shall be entitled to a refund from the  
30 owner or operator of the rental home.

1 (d) Collection of rent.--The rental home owner or operator  
2 may not collect rent from a prospective first-time lessee until  
3 the rental home owner or operator and the lessee have entered  
4 into the rental agreement.

5 (e) Increased rent collection.--When the rental home owner  
6 or operator and a rental lessee execute a new, renewed or  
7 extended lease for a rental home unit, which increases rent or  
8 payables to the lessor, the rental home owner or operator may  
9 not collect increased rent from the rental home lessee until the  
10 rental home owner or operator and the rental home lessee have  
11 entered into the new, renewed or extended lease. After receiving  
12 60 days' notice of the rental home owner's or operator's intent  
13 to offer a new lease, the rental home occupant shall have 30  
14 days to either accept the new, renewed or extended rental  
15 agreement or to notify the rental home owner or operator of  
16 intent to vacate within 30 days. No increased rent or fee lease  
17 charges shall be effective against a lessee prior to the 61st  
18 day after receiving the owner or operator notice.

19 Section 510-C. Restraining prohibited acts.

20 Whenever the Attorney General or a district attorney has  
21 reason to believe that any person is using or is about to use  
22 any method, act or practice declared by this article to be  
23 prohibited, and that proceedings would be in the public  
24 interest, the Attorney General or district attorney may bring an  
25 action in the name of the Commonwealth against the person to  
26 restrain by temporary or permanent injunction the use of the  
27 method, act or practice.

28 Section 511-C. Enforcement.

29 The Attorney General shall have the power and duty to enforce  
30 the provisions of this article, but in no event shall an

1 individual be prohibited or otherwise restricted from initiating  
2 a private cause of action under any right or remedy conferred by  
3 this article.

4 Section 512-C. Retaliatory evictions.

5 Any action by a rental home owner or operator to recover  
6 possession of real property from a rental home lessee or to  
7 change the lease within six months of a lessee's assertion of  
8 rights under this article or any other legal right shall raise a  
9 presumption that the action constitutes a retaliatory and  
10 unlawful eviction by the owner or operator and is in violation  
11 of this article. A presumption under this section may be  
12 rebutted by competent evidence presented in any appropriate  
13 court of initial jurisdiction in this Commonwealth.

14 Section 513-C. Remedies.

15 A violation of this act may be enforced as provided by  
16 sections 509-C, 510-C, 511-C and 512-C and shall also constitute  
17 an unfair or deceptive act or practice within the meaning of  
18 section 2(4) of the act of December 17, 1968 (P.L.1224, No.387),  
19 known as the Unfair Trade Practices and Consumer Protection Law,  
20 and shall be a violation of and shall be subject to the  
21 enforcement provisions and private rights of action contained in  
22 the Unfair Trade Practices and Consumer Protection Law.  
23 Residents shall have the right to seek injunctive relief to  
24 enforce compliance with this section and sections 505-C and 506-  
25 C.

26 Section 2. This act shall take effect in 90 days.