

Dealing with situations while renting

What if I can't pay my rent?

A landlord can evict you for non-payment of rent. As a tenant, you are legally responsible to pay the full amount of rent in a timely manner. The lease will set the terms of your rental payments. Generally, the rent is due on the first of the month. If you don't pay your rent on time, the landlord can file an eviction action against you. It doesn't matter if you have a disability, your money was stolen, you just lost your job, it is the wintertime, and/or you have children. You can still be evicted for non-payment of rent.

If you will not be able to pay your rent, you should tell your landlord as soon as possible. You should not wait until the day it is due or a few days later. Explain why you can't pay the rent and ask to make a payment arrangement. If your landlord agrees to enter into a payment arrangement, get this agreement in writing and keep a copy for your records. Remember, if you do not keep the agreement, the landlord will be able to evict you.

When you do have an unexpected loss of income, you may be able to get help from a local agency or the county assistance office for rent payments. Assistance may only be available during certain times of the year and usually only once per year. Local religious and community organizations may also offer emergency financial help.

When you sign a lease with other people, you should understand the lease terms. Each person may be responsible for the full amount of the rent if the other tenants leave without paying. This is called "joint and several liability." So, if one of the people who signed the lease leaves or cannot pay the rent, the others will be responsible to pay the full amount due. If you think you will only be responsible for your portion of the rent, review the lease carefully or seek legal advice before signing.

What do I do if the landlord fails to pay the utility bills?

If your landlord is responsible for utility payments according to the lease, but does not make the payments, you may still be protected against a utility shut-off. In Pennsylvania, public utilities are required to notify the landlord of a proposed shut-off. The landlord must send the utility company the names and addresses of any tenants that would be affected.

Next, the utility company is required to provide tenants with 30 days' notice of a proposed termination of service and of the tenant's right to receive continued service if the tenant pays an amount equal to the most recent 30-day bill. If this amount is paid before the proposed date, the utility company will not terminate service. If it is paid after the termination, the utility company must restore service. The tenant may continue to pay the monthly bill and deduct that amount from the rent.

If I pay the utility bill, does there have to be a single meter for each apartment?

Yes. If the landlord wants you to pay for regulated utilities separately, they must be separately metered. So, for example, in a three unit building, there must be meters for each of the apartments and for the common area. The common area is the landlord's responsibility. If the units are not separately metered, the landlord must pay the utility bill and include it as part of the rental price.

If the tenants suspect the meters are not separate, they may ask the utility company to investigate whether there is a "foreign load." If there is, the utility will put the bill in the landlord's name and not change it until the wiring has been corrected. The landlord cannot begin an eviction action or raise the rent because the tenants report a foreign load. Retaliation is prohibited under the law. The court should refuse to evict the tenant and may award damages if the tenant files a cross complaint.

When can my landlord enter my apartment?

As a tenant, you are entitled to the peaceful use and quiet enjoyment of the property you are renting. This means that unless your lease says otherwise or there is a serious emergency, your landlord should not come onto the property

without your permission. The landlord, as owner, is entitled to have keys to your apartment. However, this does not mean that the landlord can enter at any time. The lease may have a term allowing for entry into the apartment by the owner to make repairs, perform inspections, or show the property to buyers or prospective tenants.

Generally, if repairs are needed, the landlord should give you at least 24 hours' notice. If you want to be home at that time, you may need to rearrange your schedule. If you don't care if you are home or not, you can give the landlord permission to enter.

In an emergency, such as burst water pipes or smoke detectors activated, your landlord has the right to enter to deal with the situation. The landlord should inform you by calling, texting or leaving a note. If you have reason to believe someone was in your apartment, contact the landlord and discuss the situation right away.

What if I am sexually harassed?

Fair housing laws prohibit sexual harassment, considering it a type of sex discrimination. This means that it is illegal for a landlord to demand sexual favors in exchange for housing or for making repairs. It is also illegal for a landlord to create or allow a hostile housing environment through sexual harassment. A hostile housing environment means that a landlord, landlord's employee, or agent engages in unwelcome sexual behavior that either creates an intimidating, hostile, or abusive housing environment or unreasonably interferes with a tenant's housing. You can file a fair housing complaint against your landlord if they are covered by fair housing laws.

What if I think the landlord is discriminating against me because of my gender identity, gender expression or sexual orientation?

The landlord may be violating fair housing laws if the landlord is treating you differently because you are lesbian, gay, bisexual or transgender (LGBT). This includes a landlord not renting to a transgender applicant. It also includes a real estate agent refusing to work with a same-sex couple because of their sexual orientation. There are a patchwork of laws that cover discrimination based on sexual orientation or gender identity. You have more protections if you rent from a housing authority or if your landlord receives federal funding. You should talk with a lawyer to see if your situation is covered.

What do I do if there are problems with other tenants?

If you are having problems with other tenants bothering you, report the problem to your landlord in writing. It is always best to keep a copy of any letter that you send to your landlord. Explain the problem and ask your landlord to address the situation. Short and clear letters are most effective. If you don't hear from your landlord within a few days, follow up with another letter. Hopefully, the landlord will have spoken with the tenants and advised them to stop the bothersome behavior.

In some instances, the landlord will not address the problem and then it is up to you if you want to continue to stay in the apartment. If you feel other tenants are threatening you, you may need to call the police or file a private criminal complaint at the local magisterial district court.

Remember, you are bound to the terms of the lease so if you break it and move because of problems with other tenants, the landlord may take action against you. If the landlord goes to court, you will need to show the judge that the landlord was violating the lease by failing to enforce your right to quiet enjoyment of the property. It is important to have evidence that you did everything you could to get the landlord's help and resolve the situation before moving out.

Can my relatives or friends move in with me?

Your lease will say who is allowed to live in your home. If you want to have someone else move in or stay with you for an extended period of time, you should ask the landlord for permission. The landlord may want to raise the rent for additional people. If the landlord agrees to let someone else move in either permanently or temporarily, you should get that agreement in writing.

A landlord covered by fair housing laws may not discriminate against a pregnant family member or a family for adding a child to the lease if they are the parent, legal custody or designee of the parent. This includes foster children and grandchildren. Discrimination could include the landlord saying the family has to move out because there isn't enough room for everyone.

Sometimes, a tenant becomes disabled and needs a caretaker to stay with them all or part of the time. The tenant may be able to make a request to allow that person to move in, as a reasonable accommodation of their disability. If the tenant lives in public housing, the caretaker's income should not be included as part of the household for rent calculation purposes.

This handout contains a general statement of the law and should be used only as a guide.

It should not be considered legal advice because everyone's case is different.

*The complete Self-Help Handbook for Tenants is available in electronic format
at <http://www.northpennlegal.org> in our Resources Section.*

NPLS videos on rental housing are available on our website and at many area libraries.