
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2029 Session of
2021

INTRODUCED BY PENNYCUICK, MIHALEK, THOMAS, LABS, SCHROEDER,
HILL-EVANS, O'NEAL, KAIL, LEWIS DELROSSO, RYAN, MERCURI,
TOOHIL, MIZGORSKI AND JOZWIAK, OCTOBER 28, 2021

REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, OCTOBER 28, 2021

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 tenants' rights in cases of
6 violence.

7 This act may be referred to as the Tenants' Safety in Cases
8 of Violence Act.

9 The General Assembly of the Commonwealth of Pennsylvania
10 hereby enacts as follows:

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

14 ARTICLE V-C

15 TENANTS' RIGHTS IN CASES OF VIOLENCE

16 Section 501-C. Definitions.

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

1 "Attesting third party." A law enforcement official,
2 licensed health care professional, licensed social worker,
3 victim advocate or victim service provider.

4 "Domestic violence." Any of the following acts, if committed
5 by an immediate family member of the individual who is subject
6 to the act, former spouse of the individual, person who has
7 formerly lived with the individual as a spouse or current or
8 former sexual or intimate partner of the individual:

9 (1) A physical act that results in, or threatens to
10 result in, physical injury to the individual.

11 (2) Mental abuse, including stalking, threats to kidnap,
12 kill or otherwise harm people or property, threats to commit
13 suicide, repeated use of degrading or coercive language,
14 controlling access to food or sleep and controlling or
15 withholding access to economic and social resources.

16 (3) Sexual abuse.

17 (4) Sexual activity involving a dependent child.

18 (5) Being forced as the caretaker or relative of a
19 dependent child to engage in nonconsensual sexual acts or
20 activities.

21 (6) A threat of, or attempt at, physical or sexual
22 abuse.

23 (7) Neglect or deprivation of medical care.

24 "Eligible tenant." Any of the following:

25 (1) A tenant who is a victim.

26 (2) A tenant who has a household member who is a victim.

27 (3) A tenant whose immediate family member is a victim,

28 if:

29 (i) the immediate family member of the tenant who is
30 the victim resides within 1,000 feet of the tenant's

1 dwelling unit;

2 (ii) the applicable act or crime was committed in
3 the tenant's dwelling unit or within 1,000 feet of the
4 tenant's dwelling unit;

5 (iii) the immediate family member who is the victim
6 is a victim of stalking;

7 (iv) the immediate family member who is the victim
8 was killed in the applicable act or crime; or

9 (v) an attesting third party provides a written
10 statement that otherwise complies with the provisions of
11 section 503-C and that states that the attesting third
12 party believes that the tenant has a reasonable fear of
13 physical harm if the tenant remains in the tenant's
14 dwelling unit, due to an act of which an immediate family
15 member of the tenant was a victim.

16 "Household member." An individual who habitually resides in
17 a dwelling unit with a tenant and who has an established and
18 emotionally significant relationship with the tenant.

19 "Immediate family member." Any of the following:

20 (1) A parent, child, sibling or spouse of a tenant
21 whether by blood, adoption or marriage and regardless of the
22 age of the family member or tenant.

23 (2) A fiancé or fiancée of a tenant.

24 (3) A person to whom a tenant is a legal guardian, to
25 whom a tenant stands in loco parentis or to whom a tenant was
26 a legal guardian or stood in loco parentis when the person
27 was a minor.

28 (4) A legal guardian of a tenant, a person who stands in
29 loco parentis to a tenant or a person who was a legal
30 guardian to a tenant or who stood in loco parentis to a

1 tenant when the tenant was a minor.

2 (5) An individual who has an intimate or romantic
3 relationship with a tenant and habitually resides in a
4 dwelling unit with the tenant.

5 (6) An individual who is a household member of a tenant
6 or who was previously a household member of a tenant for a
7 period of not less than two years.

8 "Responsible party." An individual who commits, or is
9 alleged to have committed, an act of which a tenant or immediate
10 family or household member of the tenant is a victim.

11 "Sexual violence." As defined in 42 Pa.C.S. § 62A03
12 (relating to definitions).

13 "Stalking." Conduct in which an individual either:

14 (1) engages in a course of conduct or repeatedly commits
15 acts toward another individual, including following the other
16 individual without proper authority:

17 (i) under circumstances which demonstrate either an
18 intent to place the other individual in reasonable fear
19 of bodily injury or to cause substantial emotional
20 distress to the other individual; or

21 (ii) which, as a result, intentionally, knowingly or
22 recklessly places the other individual in reasonable fear
23 of bodily injury or causes substantial emotional distress
24 to the other individual; or

25 (2) engages in a course of conduct or repeatedly
26 communicates to another individual:

27 (i) under circumstances which demonstrate or
28 communicate either an intent to place the other
29 individual in reasonable fear of bodily injury or to
30 cause substantial emotional distress to the other

1 individual; or

2 (ii) which, as a result, intentionally, knowingly or
3 recklessly places the other individual in reasonable fear
4 of bodily injury or causes substantial emotional distress
5 to the other individual.

6 "Tenant." A person that is a party to a lease of a dwelling
7 unit and is entitled to possession of the dwelling unit.

8 "Victim." Any of the following:

9 (1) An individual against whom an act of domestic
10 violence, sexual violence or stalking was committed or
11 attempted, regardless of whether a responsible party was
12 arrested or adjudicated for the commission of a crime.

13 (2) An individual against whom a crime as defined in
14 section 103 of the act of November 24, 1998 (P.L.882,
15 No.111), known as the Crime Victims Act, was committed or
16 attempted, if the crime or attempt directly resulted in the
17 individual's physical or mental injury and where there was a
18 reasonably perceived or actual threat of physical injury or
19 directly resulted in the individual's death, and regardless
20 of whether a responsible party was arrested or adjudicated
21 for the commission of the crime.

22 (3) An individual who is an intervenor as defined in
23 section 103 of the Crime Victims Act, in an act or crime
24 described in paragraph (1) or (2).

25 (4) An individual who was physically present at the
26 scene of an act or crime described in paragraph (1) or (2)
27 and witnessed the act or crime and who, as a direct result:

28 (i) suffers physical or mental injury; or

29 (ii) reasonably believes that the individual is
30 under the threat of physical harm.

1 "Victim advocate." An individual, whether paid or serving as
2 a volunteer, who provides services to victims under the auspices
3 or supervision of a victim service provider or a court or a law
4 enforcement or prosecution agency.

5 "Victim service provider." An agency or organization that
6 provides services to victims. The term includes a rape crisis
7 center, domestic violence shelter, faith-based organization or
8 an agency or organization with a documented history of providing
9 services to victims.

10 Section 502-C. Early release or termination of lease.

11 (a) Possible release.--If a tenant is an eligible tenant and
12 the tenant needs to relocate as a result of the applicable
13 action or crime, the tenant may be released from a lease by
14 giving a notice that complies with subsection (b).

15 (b) Required release.--An eligible tenant shall be released
16 from a lease if the tenant gives the landlord a valid notice
17 under this subsection not more than 180 days following the most
18 recent occurrence of an act or crime which makes the tenant an
19 eligible tenant, not more than 180 days after a document
20 described in paragraph (2) is issued or not more than 180 days
21 after the responsible party is released from a prison, jail,
22 juvenile detention facility or any other detention facility or
23 institution, whichever is later. A valid notice from the tenant
24 shall include:

25 (1) A written notice signed by the tenant of the
26 tenant's intent to be released from the lease as of a
27 specific date. A valid notice must include a statement that
28 the tenant intends to relocate for the safety or the
29 physical, mental or financial well-being of the tenant or an
30 immediate family or household member of the tenant as a

1 direct result of an act of which the tenant or immediate
2 family or household member is a victim.

3 (2) Unless the landlord states in writing that
4 additional documentation is not necessary, one of the
5 following:

6 (i) a copy of a valid court order that restrains the
7 responsible party from contact with the tenant or an
8 immediate family or household member of the tenant;

9 (ii) medical or mental health records indicating
10 that the tenant or immediate family or household member
11 is a victim;

12 (iii) a police report documenting the act of which
13 the tenant or immediate family or household member is a
14 victim;

15 (iv) evidence that the responsible party has been
16 charged with or convicted of an act of which the tenant
17 or immediate family or household member is a victim;

18 (v) a written certification signed by the tenant and
19 an attesting third party that complies with the
20 provisions of section 503-C;

21 (vi) if the tenant's immediate family member is
22 deceased as a result of a crime:

23 (A) a written verification of death, burial or
24 memorial services from a mortuary funeral home,
25 burial society, crematorium, religious institution,
26 medical examiner or government agency;

27 (B) a published obituary; or

28 (C) a death certificate.

29 (c) Effect of notice.--Following a notice given by the
30 tenant under subsection (b):

1 (1) The tenant shall be released from the residential
2 lease:

3 (i) fifteen days after the date the notice was given
4 or on the date specified in the notice given by the
5 tenant under subsection (b)(1), whichever is later, if
6 the tenant vacates the dwelling unit on or before the
7 applicable date and the landlord operates five or more
8 dwelling units in this Commonwealth; or

9 (ii) thirty days after the date the notice was given
10 or on the date specified in the notice given by the
11 tenant under subsection (b)(1), whichever is later, if
12 the tenant vacates the dwelling unit on or before the
13 applicable date, and the landlord operates fewer than
14 five dwelling units within this Commonwealth.

15 (2) The tenant is not liable for rent or other
16 obligations under the lease accruing after the termination.

17 (3) The termination shall not affect the tenant's
18 obligations under the lease accruing prior to the date of the
19 termination.

20 (d) Construction.--This section shall not be construed to
21 relieve a tenant who is not an eligible tenant from the tenant's
22 obligations under the lease or rental agreement. If there are
23 multiple tenants who are parties to the lease, the release of
24 one or more tenants under this section shall not terminate the
25 lease with respect to the other non-terminating tenants. A
26 tenant released from a lease under this section shall not be
27 liable to the landlord or any other person for rent accruing
28 after the tenant's release or for actual damages resulting from
29 the tenant's release from the lease.

30 (e) Limitation.--A tenant may not seek termination of or

1 release from a lease under this section on the basis of an act
2 for which the tenant is the responsible party.

3 Section 503-C. Verification.

4 (a) Requirements.--A verification provided by a tenant under
5 section 502-C(b)(2)(v) shall include the following:

6 (1) From the tenant:

7 (i) the tenant's name and the address of the
8 dwelling unit;

9 (ii) the approximate dates during which the act or
10 acts which qualify the tenant as an eligible tenant
11 occurred, including the most recent date; and

12 (iii) a statement that the tenant intends to
13 relocate for the safety or the physical, mental or
14 financial well-being of the tenant or an immediate family
15 member of the tenant as a direct result of an act of
16 which the tenant or immediate family member is a victim.

17 (2) From an attesting third party:

18 (i) the name and business telephone number of the
19 attesting third party;

20 (ii) the capacity in which the attesting third party
21 received the information that the tenant or immediate
22 family or household member was a victim; and

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

24 (A) read the tenant's verification and has been
25 advised by the tenant that the tenant or an immediate
26 family or household member is a victim;

27 (B) believes that the tenant or immediate family
28 or household member is a victim;

29 (C) believes the the eligible tenant is an
30 eligible tenant under section 501-C;

1 (D) believes that the tenant needs to relocate
2 for the safety or the physical, mental or financial
3 well-being of the tenant or an immediate family or
4 household member of the tenant as a direct result of
5 an act of which the tenant or immediate family or
6 household member is a victim; and

7 (E) understands that the verification may be
8 used as the basis for releasing the tenant from a
9 lease.

10 (3) Furnishing evidence or providing a verification
11 under this section or section 502-C shall not waive any
12 confidentiality or privilege that may exist between the
13 tenant or victim and a third party.

14 Section 504-C. Landlord's obligations.

15 If a tenant complies with section 502-C, the landlord may
16 not:

17 (1) Assess a fee or penalty against the tenant or
18 otherwise retaliate solely for exercising a right granted
19 under this article.

20 (2) Consider the tenant for any purpose, due solely to
21 the tenant exercising the tenant's rights under section 502-
22 C, to have breached the terms of the lease.

23 (3) By reason of the tenant exercising the tenant's
24 rights under section 502-C, withhold return to the tenant of
25 a security deposit or other escrows to which the tenant is
26 otherwise entitled due to the tenant terminating a lease
27 under this article. The provisions of Article V shall
28 otherwise apply with regard to retention or return of escrow
29 funds, and with regard to other sums that may be withheld by
30 the landlord. This section shall not be construed to affect a

1 tenant's liability for unpaid rent or other amounts owed to
2 the landlord before the termination of the rental agreement
3 under this article.

4 (4) Disclose information required to be reported to the
5 landlord under section 502-C to any party unless:

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

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

10 Section 505-C. Change of locks.

11 (a) Right of tenant.--Subject to subsections (b) and (c), if
12 a tenant is an eligible tenant and the tenant has a reasonable
13 fear that the responsible party or another individual acting on
14 the responsible party's behalf may attempt to gain access to the
15 dwelling unit that the tenant leases, the tenant may ask the
16 landlord to change the locks or other security devices for the
17 dwelling unit. A landlord may require that a valid request from
18 a tenant under this subsection be accompanied by a form of
19 documentation substantially similar to one of the forms of
20 documentation listed under section 502-C(b)(2).

21 (b) Duty of landlord and expense.--Not later than 24 hours
22 after receiving a request under subsection (a) or sooner if
23 commercially reasonable to do so, the landlord shall change the
24 locks or security devices that provide access to the dwelling
25 unit at the expense of the landlord.

26 (c) Right of tenant.--If the landlord fails to act in a
27 timely manner, the tenant may change or rekey the locks or other
28 security devices that provide access to the dwelling unit at the
29 landlord's expense without the landlord's consent. In that
30 event, the tenant shall provide a key or other means of access

1 to the new locks or security devices to the landlord and to any
2 other tenant that is a party to the lease, other than the
3 responsible party.

4 (d) Right of landlord.--If the locks or other security
5 devices are changed or rekeyed under subsection (c), the
6 landlord may thereafter change or rekey them, at the landlord's
7 expense, to ensure compatibility with the landlord's master key
8 or other means of access or otherwise accommodate the landlord's
9 reasonable commercial needs.

10 (e) Prohibition.--If a responsible party is a party to the
11 lease, the locks or other security devices may not be changed or
12 rekeyed under subsection (b) or (c) unless:

13 (1) a court order that has been provided to the
14 landlord:

15 (i) expressly requires the responsible party to
16 vacate the dwelling unit; or

17 (ii) expressly prohibits the responsible party from
18 having any contact with the tenant or an immediate family
19 member; and

20 (2) the responsible party consents in writing to forfeit
21 access to the dwelling unit.

22 (f) Limitation.--A responsible party is not entitled to
23 damages or other relief against a landlord or a tenant who
24 complies in good faith with this section.

25 Section 506-C. Limitation on landlord's conduct.

26 (a) Prohibitions.--Except as provided in subsection (c), a
27 landlord may not increase or threaten to increase the rent,
28 security deposit or fees payable under a lease, decrease or
29 threaten to decrease services required under the lease or this
30 article, terminate or threaten to terminate a lease, refuse to

1 renew a lease, serve or threaten to serve a notice to terminate
2 a periodic tenancy, bring or threaten to bring an action for
3 possession, refuse to let a dwelling unit or impose different
4 rules or selectively enforce the landlord's rules because:

5 (1) the tenant or proposed tenant, or an immediate
6 family member of the tenant or proposed tenant, is or has
7 been a victim;

8 (2) the tenant or proposed tenant has previously
9 exercised the tenant's rights under section 502-C or 505-C;

10 (3) criminal activity occurred relating to an act or
11 acts of which the tenant, proposed tenant or an immediate
12 family or household member of the tenant or proposed tenant
13 is a victim and the tenant or proposed tenant is not a
14 responsible party; or

15 (4) police or emergency personnel responded to a good
16 faith complaint of activities relating to an act or acts of
17 which the tenant, proposed tenant or an immediate family or
18 household member of the tenant or proposed tenant is a victim
19 and the tenant or proposed tenant is not a responsible party.

20 (b) Willful violation.--

21 (1) If a landlord willfully violates this section, the
22 tenant may terminate the lease and defend an action for
23 possession on the ground that the landlord willfully violated
24 this section or obtain appropriate injunctive relief.

25 (2) In the action, the court shall award the tenant an
26 amount equal to three months' rent or triple actual damages,
27 whichever is greater.

28 Section 2. This act shall take effect in 60 days.