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The Fair Housing Program of the Lancaster County Human Relations Commission, as a public service, has prepared this manual for tenants and landlords.

This manual is not intended as a substitute for proper legal advice.

The Fair Housing Program of the Lancaster County Human Relations Commission cannot be held responsible for errors, omissions, or changes to the law.

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INTRODUCTION

Discrimination in housing was outlawed by Title VIII of the Civil Rights Act of 1968, which prohibited housing discrimination in the sale, rental, lease, or financing of a house or dwelling.

The Fair Housing Program of the Lancaster County Human Relations Commission was established in 1982. Its function is to help prevent discrimination through education and outreach. Lancaster County Ordinance #64 granted additional enforcement powers. Enforcement enables the Commission to execute Title VIII of 1968 otherwise known as the Fair Housing Act.

This book is intended to help you and guide you through a successful renting experience. This book will give you general information and law as it pertains to the rental of a house or apartment.

Our office receives many calls that have to do with issues that could have been avoided if only the prospective tenant knew their rights and/or their responsibilities. If there is any advice we could give to a prospective renter it is: "Get everything in writing, and please read your lease and understand it before you sign it." If there were any advice we could give to a landlord it would be: "Give it to the prospective tenant in writing, and treat all tenants the same."

The Fair Housing Program is here to be of assistance to renters and landlords. If you have any questions, feel free to contact our office at (717) 299-7840.

FAIR HOUSING LAWS

It is important that you understand your civil rights in order to protect yourself from discrimination. Title VIII of the Civil Rights Act of 1968 and the Lancaster County Human Relations Commission Ordinance #64 prohibits discrimination based on persons being in the following protected classes:

Race – examples include, but are not limited to, African American, Black, White, Hispanic, Asian, etc.

Color - examples include, but are not limited to, Black, White, Brown, Red, Yellow, etc.

Religion - examples include, but are not limited to, Catholic, Protestant, Muslim, etc.

Ancestry – examples include, but are not limited to, the line of descent (e.g. Chinese, Polish, Irish, etc.)

National Origin - examples include, but are not limited to, the nation of birth (e.g. France, Saudi Arabia, Croatia, etc.).

Sex – gender: male or female.

Age – 40 and above.

Familial Status –

- ☛ You have children under the age 18 years
- ☛ You are adopting or securing legal custody of a child
- ☛ You are the legal guardian of a child
- ☛ You are caretaker of a child
- ☛ You are pregnant

Note: Some landlords restrict tenants with children by limiting the number of tenants. Your landlord may be violating the Fair Housing Act if he/she sets occupancy guidelines that are unreasonable. Check with your local zoning officer or call your municipal building to see if the occupancy set by your landlord is reasonable and complies with the local housing code. Also keep in mind that some zoning ordinances limit the number of unrelated people living together (for example, in Lancaster City no more than three unrelated people are allowed to reside together).

Handicap/Disability – It is illegal to refuse to rent or otherwise discriminate against persons because they have a mental or physical disability, have a record of having a disability, or are regarded as having a disability. Current alcohol and drug abusers are not protected. Recovering alcoholics and substance abusers are protected under the law, as are those with HIV/AIDS. Persons with handicaps or disabilities have the right to make reasonable modification to a rental property in order to make it accessible.

- ◆ **The landlord cannot deny you the right to make reasonable modifications at your own expense.** Such as: installing grab bars, ramps, widening doors, and lowering cabinets. If you

are hearing impaired, your landlord should install visual smoke detectors in all common areas and let you install necessary visual equipment in your apartment. In some circumstances, you may be required to restore the interior of the rental property to its original condition when you move out, or may be required to put money into an escrow account for these purposes.

- ◆ **Persons with mental or developmental disabilities** - are also entitled to reasonable accommodations with respect to policies and procedures (i.e. support animals when pets are not allowed in the building). Landlords must also make reasonable exceptions to rules that may interfere with your ability to live comfortably in the rental unit. For example, if you need an extra key to enable a personal care attendant to visit you, your landlord must allow you to have an extra key even if there is a rule stating that only residents may have keys. Another example of a reasonable accommodation is a landlord accommodating a tenant with a service animal by waiving a no pet policy.

If you feel you have been discriminated against or if you are a housing provider with questions please contact:

**Lancaster County Human Relations Commission
Fair Housing Program
225 West King Street
Lancaster Pennsylvania 17603
Phone: (717) 299-7840
Email: fairhousing@co.lancaster.pa.us**

HOUSING PROVIDER RESPONSIBILITIES

COMMON FAIR HOUSING MISTAKES MADE BY HOUSING PROVIDERS AND HOW TO PREVENT THEM

1. FAILURE TO KEEP RECORDS

Even landlords who are committed to fair housing can find themselves facing a fair housing complaint filed with the Fair Housing Program or even a lawsuit. Your defense in a housing discrimination complaint is practicing fair housing in all aspects of your interactions with tenants and prospective tenants. Remember: always keep accurate records!

2. INCONSISTENCY IN APPLICATION OF TERMS AND CONDITIONS

Terms and conditions should be equally and consistently applied. It may be difficult to defend against complaints of discrimination if the manager or landlord has applied rules more stringently to current or future tenants.

3. RETALIATION

The Fair Housing Act makes it unlawful to coerce, intimidate, threaten or interfere with any person that exercises his or her rights protected by law. Therefore if a tenant files a complaint with any state/local or federal agency, the housing provider must allow that tenant to exercise that right.

4. ALL ADULT OR ADULT COMPLEX

In 1988 Congress amended the Federal Fair Housing act to prohibit discrimination based on familial status (the presence of children under the age of 18). It is illegal to exclude families with children from housing unless you are classified as housing for older persons. Your policies and procedures must demonstrate an intent to provide housing for persons ages 55 or older or housing may be occupied by persons 62 years of age or older or at least 80% of the units are occupied by one or more persons age 55 or older.

5. VIOLATION OF FAMILIAL STATUS LAWS OUT OF CONCERNS FOR SAFETY

Safety rules must be carefully developed to avoid conflict with laws prohibiting discrimination against families with children. A manager or landlord may unknowingly violate the law while attempting to implement safety rules. Illegal practices include refusing to rent to families with small children out of concern for swimming pool safety, prohibiting using of recreational area by children, and refusing to rent upstairs units with balconies to families with children.

6. FAILURE TO REASONABLY ACCOMMODATE PERSONS WITH A DISABILITY

It is a violation of the local, state and federal fair housing acts to:

- a. Refuse to rent to a person with a disability.
- b. Refuse reasonable modifications when such accommodation may be necessary for the tenant to be able to use and enjoy the dwelling.
- c. Refuse to waive or modify a policy, practice, procedure or service when such accommodations would allow the tenant to be able to use and enjoy the dwelling.

Request for accommodations and modification from tenants with disabilities must be reasonable; however, if your property accepts federal funding (Section 8, Tax Credit Property, Housing Authority etc...) you may be required to pay for the accommodation or modification. Management has the right to request documentation of the disability from a person in the medical or physical therapy field. The request for accommodation should not be an undue administrative burden; you can ask that the tenant put money in escrow to return the property to its original conditions if modifications could not be used by future tenants and that the alterations be made by a certified contractor.

NOTE: In Lancaster County, housing for persons with physical disability is in short supply; there if you have a unit that has been modified, it is a marketable property that will rent very quickly.

- ❖ Example, a landlord would be required to assign a parking space to a mobility impaired tenant if the tenant requests such a reasonable accommodation, even if parking spaces are not typically assigned to tenants. The space should be nearest to main entrance and an accessible door and curb cut.

7. FAILURE TO CLEARLY CONVEY YOUR COMMITMENT TO FAIR HOUSING MANAGER AND ALL AGENTS OF YOUR COMPANY

Many fair housing complaints arise out of a single questionable rental decision made by a leasing agent, manager or maintenance employee, who then terminates employment and leaves you holding the bag. Remind your tenants and staff of your commitment to fair housing. Display fair housing posters in prominent locations. Periodically distribute a statement of your commitment to fair housing to your tenants and staff in the community newsletter or bulletin.

8. FAILURE TO TRAIN ENTIRE STAFF

Laws change. Congress passes new laws and amendments. Court decisions add new meaning to existing laws. A manager, leasing agent or maintenance employee may inadvertently break the law, not realizing the law had changed. Have your ENTIRE staff attend a training seminar in fair housing at least once per year. Training is provided **free** by the Lancaster County Human Relations Commission Fair Housing Program, (717) 299-7840.

9. UNREASONABLE OCCUPANCY STANDARDS

The Department of Housing and Urban Development states that a two person per bedroom occupancy limit is presumed to be reasonable, where there are no local occupancy standards. Depending upon the circumstances, however, such a limit may be challenged, and anything less than two persons per bedroom may violate the fair housing laws by having an adverse impact against families with children. Also, whatever occupancy standards exist, must be applied consistently.

10. FAILURE TO COMMUNICATE WITH YOUR TENANTS

“Effective Communication Skills” may be an overused phrase these days, but they are invaluable in landlord/tenant relations. Clearly convey and patiently explain to your tenants any decision or action you take that may have a negative impact on their housing situation. For example, the strong language in a “Notice to Quit” often signals to tenants that they are being evicted. Explain to the tenant that the purpose of the warning is to correct the identified violation. This may prevent a call to a fair housing agency.

ADDITIONAL FAIR HOUSING ACT INFORMATION

HOUSING COVERED BY THE FAIR HOUSING ACT

According to the federal Fair Housing Act, the Pennsylvania Human Relations Commission Act and the Lancaster County Ordinance #64, housing that is covered under the Acts:

1. Apartments rented or leased
2. Mobile home parks
3. Housing financed, sold or rented
4. Condominiums
5. Land being financed, sold or leased

HOUSING DISCRIMINATION CAN BE EXPENSIVE

1. Under the fair housing laws, actual and punitive damages may be awarded to victims, as well as the recovery of court costs and legal fees. In addition, civil penalties may be imposed.
2. Other equitable relief including, but not limited to, access to the dwelling unit involved in the complaint or a comparable unit and the provisions of services or facilities in connection with the dwelling.
3. Injunctive relief appropriate to the elimination of discriminatory housing practices.

PROTECT YOURSELF

1. Take all complaints seriously.
2. Don't be afraid to ask questions or get an explanation from the agency investigating the complaint.
3. Establish policies, procedures and guidelines in writing ahead of time and follow them in every case.
4. Make sure that all of your actions, policies and procedures are based on legitimate, non-discriminatory business factors.
5. Have accurate, complete and available records to demonstrate that these policies, procedures and guidelines were followed in similar cases.

Remember: the Fair Housing Program provides Fair Housing Seminars where we discuss the Fair Housing Act and any questions or concerns you may have. Call the Fair Housing Program at (717) 299-7840.

Education costs less than a Fair Housing Complaint!

APPLYING TO RENT

QUALIFYING FOR A RESIDENTIAL LEASE

A formula used by many landlords to qualify a renter is:

{Monthly take home pay} x 30% = what you can afford to pay for rent and utilities combined

Example:






\$1,500/month x .30 = \$450 per month for rent and utilities combined

If a prospective renter applies for an apartment and does not meet the income qualifications, this person probably cannot afford the apartment because it is a general rule that no more than 30% of your income should go toward paying rent and utilities combined. This estimate allows for other expenses such as car payments, medical expenses, food, clothing, etc. If you cannot find an apartment, that you can afford, an alternative is to apply for subsidized housing.

(See "Additional Sources of Information," Pg 45)

THE RENTAL APPLICATION

The property manager or landlord may ask you to fill out a rental application. This application may request:

-  Credit references and other credit background information. *For a list of places to get a credit report, see page 47.*
-  A list of past landlords, telephone numbers and addresses.
-  An employment history, including salary information.
-  An application fee that may be non-refundable.
-  First month rent, plus a security deposit.

NOTE: You should always read the application carefully so that you are aware of the possible consequences should you decide not to take the rental unit. A SECURITY DEPOSIT MAY BE NON-REFUNDABLE. You should also familiarize yourself with the proposed lease before signing any application, since you may be binding yourself to sign the lease without further negotiation of its terms. BE SURE TO GET A RECEIPT FOR ALL MONIES PAID.

Information that a landlord may **not** ask for would include your race, ethnicity, how many children will be living in the home, (See "Fair Housing Laws," Page 4).

FAIR MARKET RENT IN LANCASTER COUNTY

CITY/COUNTY RATES	
FAIR MARKET RENT*	TYPE OF APARTMENT
\$482/month	Efficiency/Studio
\$572/month	1 Bedroom Unit
\$704/month	2 Bedroom Unit
\$893/month	3 Bedroom Unit
\$938/month	4 Bedroom Unit

* Fair Market Rent, Determined by HUD for the Lancaster Metropolitan Area, Effective October 1, 2007. Information provided by the Lancaster County Housing and Redevelopment Authority.

It is important to understand “Fair Market Rent.” Fair Market Rent cannot be described as the “average” rental rate in an area. “Fair Market Rent” is determined annually by HUD and is the combination of rent, utilities, ranges and refrigerators, maintenance, management, and other services.

QUALIFYING INFORMATION			
AMOUNT PER HOUR	ANNUAL SALARY	MONTHLY INCOME	AMOUNT OF MONTHLY RENT***
\$7.15	\$14,872	\$1239.33	\$371.79
\$8.00	\$16,640	\$1386.67	\$415.00
\$9.00	\$18,720	\$1560.00	\$468.00
\$10.00	\$20,800	\$1733.33	\$519.99
\$11.00	\$22,880	\$1906.67	\$572.01
\$12.00	\$24,960	\$2080.00	\$624.00
\$13.00	\$27,040	\$2253.33	\$675.99
\$14.00	\$29,120	\$2426.67	\$728.00
\$15.00	\$31,200	\$2600.00	\$780.00
\$16.00	\$33,280	\$2773.33	\$831.99
\$17.00	\$35,360	\$2946.67	\$884.00
\$18.00	\$37,440	\$3120.00	\$936.00
\$19.00	\$39,520	\$3293.33	\$987.99
\$20.00	\$41,600	\$3466.67	\$1040.00

** Annual Salary assumes forty work hours per week, and fifty two work weeks per year.
 *** Based on 30% of monthly income.

THE LEASE

A lease is an agreement, either written or oral, which transfers possession and use of real property from the party entitled to possession and use to another for a definite period of time. The lease should define the respective rights and obligations of the landlord and the tenant. The **Plain Language Consumer Contract Law** requires that all residential leases be written in a manner that is easy to understand in plain language. If you have difficulty understanding a lease, contact the Fair Housing Program for assistance at (717) 299-7840.

Remember a lease is a **legally binding document**. Make sure you understand the lease before you sign it, by signing it you agree to its terms and conditions for the duration of the lease agreement. Make sure that all blanks are crossed out or filled in before you sign anything. Also, make sure you get a copy of the **ENTIRE** lease.

Changes to the lease should not be made until the beginning of a new rental period, that is, when you and your landlord renew the lease, unless both parties agree to a proposed change. Unless your lease specifies how changes are to be made, your landlord will be required to give you one full rental period before the change is to take place.

WHAT A WRITTEN LEASE SHOULD CONTAIN

1. Name and street address of the landlord and the telephone number for emergencies.
2. Tenant's Name
3. Address of the rental property
4. Beginning and ending date of the lease
5. Requirements for notices to renew/terminate leases
6. Amount of monthly rent (Make sure you find out **how, where, when and to whom** rent is to be paid)
7. Late fee clause (if applicable)
8. Person(s) to occupy the unit
9. Security Deposit
NOTE: *It is important that you find out what is required so that you can receive your security deposit when you move out of the residence. A list of items that should be cleaned would be very helpful for you.*
10. Maintenance and utilities – Who is responsible for what?
11. What appliances are included in the lease
12. Pet agreement
13. Pet security deposit

LEASES MAY ALSO CONTAIN THESE PROVISIONS AND MORE

1. Tenants must keep the dwelling clean.
2. Tenant is prohibited from subletting the dwelling without the landlord's consent.
3. Tenant is prohibited from moving or breaking the lease without giving proper notice.
4. Landlord is permitted to enter the property at reasonable times for inspection, repair or to show it to potential tenants given prior notice.
5. Name of person to contact and how to reach them for maintenance and repairs.
6. A list of regulations you are expected to follow.
7. A list of any other mandatory services that your landlord insists on performing for which you are responsible.
8. Tenant may be required to pay whatever reasonable legal expenses the landlord must pay to evict the tenant in case of non-payment of rent.

READ YOUR LEASE CAREFULLY BEFORE SIGNING IT! GET EVERYTHING IN WRITING!

Any promises made that are not included in your lease probably cannot be enforced. For example, painting or making repairs before you move in, appliances that will be provided or who will pay the utilities.

UNENFORCEABLE LEASE TERMS

Tenants are usually bound by the terms and conditions of the lease they sign, however, some terms and conditions are unenforceable in court.

Examples of unenforceable lease terms and conditions include:

1. The tenant cannot be made responsible for all repairs, or all repairs under a certain amount of money. Under the *Warranty of Habitability*, the landlord must maintain everything for which the tenant is paying rent. (*See "The Warranty of Habitability," Page 21*)
2. The tenant cannot be made to accept the house or apartment "as is." Under the *Warranty of Habitability* the facilities and services provided at the leased premises must allow the unit to be occupied for its reasonably intended purpose as a dwelling unit. (*See "The Warranty of Habitability," Page 21*)
3. The tenant cannot waive the right to represent himself/herself in a court of law.
4. The tenant cannot be made to agree that if he/she breaks any promise in the lease, the landlord has the right to break into the apartment, change the locks and seize the tenant's possessions.
5. The landlord cannot make the tenant agree to waive his or her Rights to a Hearing or Confession of Judgment.



INSPECTION OF THE RENTAL UNIT

Much can be seen in a quick visual inspection of the house or apartment that you plan to rent. Taking time to do this before you move in can prevent problems later.

RECORD DAMAGES BEFORE YOU MOVE IN

It is wise to take note (with the landlord or property manager present) of the defects before you move in. Use the “*Sample Checklist for Inspection of Rental Unit*” on page 15. When it is time to move out, those damages will not be charged against your security deposit, since they were there before you moved in. Written notes and photographs are very helpful so that there is no confusion later. If you do not own a camera, a disposable camera will work for these purposes. It is the tenant's right to have the condition of the dwelling in writing.

You can use the *Sample Checklist for Inspection of Rental Unit* starting on page 15 to record any damages in the apartment if you decide to move in. This list will aid you in the event that problems do arise with repairs in the future. The landlord is not obligated to sign your list but you can request his or her signature and provide her/him with a copy of your list. Make sure you date your notes.

CHECK WITH THE LOCAL HOUSING INSPECTOR

This is very important. You may be in the process of renting a house that is condemned or has a history of structural, electrical or plumbing problems. Check with your local housing inspector to see if there are any current housing violations in the rental unit. Ask the housing inspector's office if there has been any complaints from former tenants against your future landlord for failing to make necessary repairs.

HAVE REPAIRS DONE BEFORE YOU MOVE IN

If the rental unit is in need of repairs, it would be in the tenant's and landlord's best interest to establish **in writing** a date and time for the repairs to be completed.

WHAT TO LOOK FOR BEFORE YOU MOVE IN

COST

Is the apartment affordable? As stated earlier in the book, your rent and utilities should only amount to about 30% of your take home pay. Have there been rent increases in the past few years? How much? What is included in the rent? Find out if you or the landlord is responsible for heat, gas, electric, hot water, water/sewer, recycling, and trash removal. Ask for a history on the monthly utility expenses.

NOTE: There are no rent caps in Pennsylvania. (See “Rent Increases,” page 28)

LOCATION

Is the residence convenient to your place of employment, school, childcare, public transportation, shopping and medical care?

SECURITY

Is the property and surrounding areas well maintained and safe? Do doors, windows, and entrances to the building have secure working locks?

HEALTH

Is there evidence of rodents or insects? If such a problem does arise, will landlord pay for extermination? Is there flaking peeling paint? *Beware of lead poisoning from lead paint, especially if you have children.*

FIRE SAFETY

Are the fire escapes easy to get to? Is there a fire extinguisher readily available? Are there smoke detectors? Are the smoke detectors operational? Who is responsible for their maintenance?

STRUCTURAL

Are the stairs safe and well lit? Are the windows eroding? Is wood cracked, rotting, water damaged, or termite infested? Does the landlord provide storm windows, screens and shades? Are the floors solid and without holes, cracks or splinters? Make sure no tiles or floorboards are missing. Are there any cracks or holes in the walls? Make sure there is no loose or falling plaster. Are the walls and ceilings painted and papered and without cracks?

UTILITIES

Heat – Check the furnace or other source of heat. Make sure the heating source is accessible and working effectively. Check for drafts from windows and doors.

Water – There should be hot and cold running water. Check to see if water pressure is strong. Locate the turn off valve.

Sewer – Do toilets flush properly? Check for any drainage problems in sinks and tubs.

Electricity – Are there enough electrical outlets? Is the wiring adequate to handle any appliance you may want to bring? Broken or frayed wiring or light fixtures hanging from a wire with no supports should be fixed before you move in, as these are safety hazards. Locate fuse boxes and breakers.

Trash Removal – What is the policy for trash removal? Are there trash receptacles or dumpsters? Are they secure from rodents?

VENTILATION AND AIR CONDITIONING

Is air conditioning or ventilation accessible? Are temperature controls accessible?

STORAGE

Is there a storage area inside/outside the rental unit?

NEIGHBORS

Is the apartment quiet? Can you hear your neighbors next to, above or below you? Ask others in the apartment complex about the positive and negative aspects of living there.

FURNISHING/APPLIANCES

What is included in the apartment? Ask if refrigerator, washer and dryer, drapes, carpet, or other furniture is included in the rental unit. Who is responsible for those items if they need repair?

SAMPLE CHECKLIST FOR INSPECTION OF RENTAL UNIT

Date of Inspection: _____

Address of Apartment: _____

Landlord's Name: _____

Landlord's Address: _____

Telephone Number: _____

AREA OF RENTAL	YES	NO	COMMENTS
ALL ROOMS			
Are there at least two working outlets or one working outlet and one working light fixture?			
Is the room free from electrical hazards?			
Can all windows and doors that are accessible from the outside be locked?			
Is there at least one window that opens and are all windows in good condition with no missing or broken panes?			
Are the ceiling, walls, and floor sound and free from major cracks, holes or hazardous defects?			
Are all interior surfaces free of peeling or chipping paint?			
Is there a working smoke detector?			
KITCHEN			
Is there a working oven, and stove (or range) with top burners that are in working condition?			
Is there a refrigerator that works and maintains a temperature low enough to keep food from spoiling?			
Is there a kitchen sink that works with hot and cold running water?			

BATHROOM	YES	NO	COMMENTS
Is there a working toilet in the unit for exclusive private use of the tenant?			
Is there a working, permanently installed washbasin that has hot and cold running water?			
Is there a working tub or shower with hot and cold running water?			
Are there windows that open or a working vent system?			
BUILDING EXTERIOR			
Are the foundation and exterior walls sound and free of hazards?			
Are all the exterior stairs, rails, and porches sound and free from hazards?			
Are the roof, gutters, and downspouts sound and free from hazards?			
Is the chimney sound and free from hazards?			
Are all exterior surfaces free of peeling or chipping paint?			
If the unit is a mobile home, is it properly placed and tied down?			
HEATING, PLUMBING AND ELECTRICAL			
Is the heating equipment capable of providing adequate heat to all rooms used for living?			
Is the unit free from fuel burning space heaters or any other type of unsafe heating conditions?			
Does this unit have adequate ventilation?			
Is hot water heat located, equipped, and installed in a safe manner?			
Is there a safe, sanitary public or private water supply?			
Is the plumbing free of leaks?			

HEATING, PLUMBING AND ELECTRICAL	YES	NO	COMMENTS
Is the plumbing connected to an approved public or private disposal system, and is it free from sewer backup?			
Is the electrical system free of hazards (i.e. improper wiring, seriously inadequate service, etc.)?			
GENERAL HEALTH AND SAFETY			
Does the unit have at least one smoke detector in working condition on each level of the living area?			
Can the unit be entered without having to go through another unit?			
Is there an acceptable fire exit? Is it accessible?			
Is the unit free of rats, mice, roaches, etc.?			
Is the unit free of garbage or debris?			
Are the stairs and common halls free of hazards caused by loose steps, lack of handrails, poor lighting or other hazards?			
Is the site and immediate neighborhood free of dangerous conditions?			

NOTE: Make sure ALL appliances and fixtures are in working order. Also, make notes on the presence of furniture, carpeting, and fixtures and the condition of everything in the rental property. Write down the location and number of marks, burn marks or other damages.

Signature of Tenant: _____ **Date:** _____

Signature of Landlord: _____ **Date:** _____

NOTE: Landlord is not required to sign this checklist.

TENANT'S RESPONSIBILITIES

As a tenant, you are renting someone else's property. To create a responsible tenancy, you should comply with the following list of duties:

1. Pay rent when due; not the day after or 5 days after. If the rent is due on the 1st of the month, pay it on the 1st of the month. If rent is not paid, it could result in an eviction complaint. If you know in advance that you will not be able to pay your rent on time, call your landlord and let them know, communication is key to a successful renting experience.
2. If utilities are included in the lease, they must also be paid on time. If not this could result in an eviction complaint.
3. Comply with all terms and conditions of the lease.
4. Comply with rules and regulations included in the lease or separately signed addendum(s).
5. Comply with the requirements of the Pennsylvania law, local ordinances, and housing codes.
6. Refrain from disturbing the peace of other tenants and neighbors.
7. Refrain from damaging the premises. Be sure no one living with or visiting you damages the property, as you will be financially responsible for those damages.
8. Notify the landlord of any serious defects (or needed repairs) in the dwelling that may cause the building to deteriorate.
9. Be financially responsible for any damages resulting from you or your families' actions or negligence (other than normal wear and tear).
10. Keep the premises clean.
11. Allow the landlord, landlord's representatives or local government inspector's reasonable access for inspection and repairs.
12. Do not allow persons who are not on the lease to live in the rental unit.
13. Find out how the landlord would like you to report defects. Report them immediately.
NOTE: *If your landlord requests repairs be in writing, make sure you keep a copy of your written letter for your records.*
14. Do not engage or allow anyone to engage in criminal activity, including illegal drugs or allowing underage drinking on the premises. Any and all of these items could result in eviction.
15. If you change your locks, notify your landlord first and give him/her copies of the keys.

RENTER'S INSURANCE

Most landlords carry fire insurance, which covers property but **not** your possessions. Renter's insurance (*which is optional, but some landlords may require*) can be purchased which covers your furniture and other personal possessions. The cost of renter's insurance is roughly between \$100 and \$175 per year, which averages out to less than fifty cents per day. Renter's insurance can be obtained from any insurance firm which sells homeowner's insurance.

This coverage protects you from damages caused by fire, theft, or even a natural disaster. You are also covered if a visitor is injured while on the property you rent. Certain medical payments can be made to those individuals, although in certain cases you are not legally liable for damages.

In addition, renter's insurance will pay for the temporary relocation after a fire. You may be reimbursed, up to a certain amount, for your costs of lodging and meals over and above what you would normally pay. These costs could be paid for the period of time that it takes to repair the home for re-occupancy.

NEIGHBORHOOD RELATIONS

Introduce yourself to your neighbors and become part of the neighborhood. Maintain a friendly relationship with them. This will benefit all persons in the neighborhood. Neighbors can help one another in many ways, such as keeping an eye out for prowlers or illegal activity.

In apartment buildings it is important to respect all common areas – hallways, stairs or grounds. Do not leave trash in these areas or obstruct the entrance to the building. It is also a good idea not to allow children to play in public halls and stairs, for their own safety as well as in consideration of your neighbors.

To be a good neighbor, you must try to see that your guests do not disturb your neighbors. It is not always possible to control everything your guests do, but you have the right to expect them to behave in a way that will not antagonize the neighbors.

One of the best ways to ensure **poor** neighborhood relations is to disturb your neighbors with loud noise. If you plan to have a party, keep it under control and end the party at a decent hour. It also a good idea to let your neighbors know when you plan such a gathering. Cooperate with them in any special circumstances, such as illness. You may want to modify or change your plans so that their special request can be met. They are more likely to cooperate with you if you cooperate with them.

In single-family homes, neighborliness also means good upkeep and maintenance of the exterior of the building. This means that the lawn and shrubs should be well trimmed and taken care of, and that trash should not be left outside

TENANT'S RIGHT TO PRIVACY

The tenant is entitled to the COVENANT OF QUIET ENJOYMENT, which includes the right to privacy. The rent paid not only gives the tenant a roof over his/her head, but also ensures the tenant the right to enjoy the premises without reasonable and excessive intrusions by the landlord. If your landlord enters your rental unit for no reason or disturbs you at night, he or she may be breaching the lease.

Your landlord does have the right to enter your rental premises occasionally for repairs and inspections – this includes regularly scheduled maintenance. If your lease states that the

landlord may enter without notice during reasonable hours, you may have no right to require advance notice. However, if you should find your landlord or your landlord's employees repeatedly entering without notice, send the landlord a letter requesting a minimum of twenty-four (24) hours **advance notice** prior to entry in a non-emergency situation. Keep a copy of the letter, and send the original by certified mail, return receipt requested. Although the landlord is not obligated to comply with your request for the advance notice, common courtesy would encourage the landlord to give the tenant notice prior to entering the rental unit. If your landlord does not adhere to the general standards as outlined above and repeatedly enters your rental unit without notice, your landlord may be cited for trespassing. Call your local police department or Magisterial District Judge's office for more information.




THE WARRANTY OF HABITABILITY YOUR RIGHT TO A DECENT PLACE TO LIVE

The Pennsylvania Supreme Court has insured that tenants have the right to a decent place to live. This guarantee to decent rental housing is called the **IMPLIED WARRANTY OF HABITABILITY**.







The Warranty means that in **every residential lease** in Pennsylvania (whether oral or written) there is a promise (Warranty) that your landlord will provide a home that is safe, sanitary and healthful. **Your rental home must be fit to live in and your landlord must keep it that way throughout your rental period by making necessary repairs.** Even if you sign a lease to take the dwelling "as is," the Warranty protects you. **Your right to a livable home cannot be waived in the lease.** Remember, it's in there, whether or not the lease says so. And you cannot give it away. Any lease clause attempting to do so is unenforceable.

The Warranty does not require the landlord to make cosmetic repairs. For example, the landlord is not required to repair faded paint, unless he/she has agreed to do so. However, the landlord must remedy serious defects affecting the safety or the ability to live in the rental unit.

THE FOLLOWING DEFECTS ARE COVERED BY THE IMPLIED WARRANTY OF HABITABILITY:

-  Lack of hot and cold running water
-  No facility for securing the leased premises with locks (i.e. doors, windows)
-  Inadequate heat

NOTE: *The City of Lancaster, PA specifies that between the hours of 6:30 a.m. and 10:30 p.m. the temperature inside a unit may not be less than 65 degrees and not less than 60 degrees during other hours of the day. This is in effect during all season of the year, not just the winter months.*

-  Insect or rodent infestation
(Landlord should exterminate before a tenant moves in.)
-  Leaking roof
-  Unsafe floors, stairs, porches and handrails
-  Inadequate electrical wiring, risking fire
-  Inability to store food safely because of broken refrigeration unit (when landlord is responsible for maintenance and repair of refrigerator)
-  Unsafe structural component which makes it dangerous to occupy the premises

WHAT TO DO IF YOUR DWELLING UNIT IS NOT HABITABLE

If the problem is serious enough to constitute a breach of the IMPLIED WARRANTY OF HABITABILITY, you may be entitled to seek one or more remedies.

TO ESTABLISH AND PROTECT YOUR RIGHTS, YOU MUST:

1. Determine that the defect interferes with the habitability of your rental unit. (Your ability to live in the dwelling is seriously impaired.)
NOTE: "A picture is worth a thousand words." Once you determine that the defect interferes with your habitability, take pictures of the problem. If you are required to appear in court, they will be very helpful.
2. Notify the landlord of the problem. It is best to do this in writing and keep a copy for yourself. (See "Sample Letters to Landlords," starting on page 37)
3. Allow the landlord *reasonable time* to repair. *
4. Show that the landlord failed to repair.

* How much time is *reasonable time*? There is no right answer. A *reasonable time* to fix a leaky roof might be one or two weeks; but **lack of heat in the winter months should not have to wait more than a day or two.**

If you have followed the steps above to establish and protect your rights and the landlord has failed to make the dwelling habitable by correcting the defects, you may be able to proceed with one or more of the following remedies.

KEEP IN MIND THAT PROPER LEGAL ADVICE IS INVALUABLE.

Your landlord may take steps to collect rent or even try to evict you. Pennsylvania Law prevents your landlord from evicting you because you raised an issue that affects the warranty of habitability. You can be evicted if a court finds that some or all of the rent due to the landlord and you do not have the money to pay. If you are breaking the lease in other ways the landlord may try to evict you on those grounds.

TENANT REMEDIES

1. Terminate your lease and avoid any further duty to pay rent.

If you decide to do this, you must move out of the leased premises. You could lose your security deposit or be sued for rent for the term of the lease if you have not followed the guidelines of notifying your landlord of the defects in your dwelling. Be sure to give the landlord your forwarding address in the letter notifying the landlord of the defects.

2. Withhold all or part of the rent until the defect is remedied.

Under Pennsylvania Law, you may withhold rent if you can prove the dwelling unit is uninhabitable. As long as there is proof that the dwelling unit is not habitable, you cannot be evicted for non-payment of rent.

Remember to make sure you:

- ☐ Have given your landlord written notice that the problem exists.
- ☐ You can prove that the problem exists. Testimony in court from friends and relatives is acceptable, but photographs are best; they should clearly show the defect you want to point out.
- ☐ You have allowed a reasonable time for repair and can prove that your landlord has failed to make the requested repairs.
- ☐ You have consulted an attorney if you are unsure of how to proceed, have concerns about proving a violation of the implied warranty, or need additional information.

There is no exact way to determine how much of your rent you can legally withhold. One way to figure this amount would be to figure how much of your home you could not “use” for how long, for example:

- ☐ If you have a five-room apartment and you could not use one of the rooms for an entire month, you might deduct 1/5 (one-fifth) or 20% of your rent for the loss of 1/5 (one-fifth) of the apartment.
- ☐ If you had no heat and were forced to stay with a friend or at a hotel for a week, you might deduct 1/4 (one-fourth) or 25% of your rent for the loss of the use of your entire home for one week out of four.

NOTE: *While the law does not require that you put your withheld rent into a bank or escrow account, we strongly encourage you to do so. This might give you some protection if your landlord takes you to court. Judges often ask tenants if they have saved the withheld rent money. By saving the money in a bank account you will show the judge/Magisterial District Judge that you were not trying to live rent-free. Also, if the judge/Magisterial District Judge determines that you have withheld too much money, you must be prepared to pay it within 10 days.*

3. Repair defects and deduct the cost of repairs from your monthly rent.

There are some limitations to this remedy. The amount of the cost of repairs to be deducted from the rent is limited. Other limitations are that the amount must be *reasonable* and *necessary* to make the dwelling unit habitable. You would not be permitted to deduct from the rent costs to make the dwelling unit more desirable. Only costs incurred to bring the premises back to being safe and within the warranty are deductible. Before proceeding,




submit to your landlord in writing, that you intend to exercise this remedy and submit estimates. You must wait a reasonable amount of time before proceeding. You will need to notify your landlord again when the work is completed.

4. File legal action to recover cost of repairs, a retroactive rent rebate, and/or compensation for any other damages suffered while the dwelling unit was uninhabitable.

The burden is on the tenant to prove that the above steps were followed and that you have incurred expenses or other losses due to the landlord's breach of the implied warranty of habitability.

5. File for an injunction to force the landlord to immediately repair.

The tenant should be prepared for a counter attack by the landlord. You will need an attorney for this action. It is important that:

-  The tenant can prove the seriousness of the defects.
-  The defects significantly impair livability.
-  The tenant can prove notice was given to the landlord.

NOTE: BEFORE ACTING ON THE ABOVE, SEEK LEGAL COUNSEL. THERE ARE LIMITATIONS THAT APPLY TO THESE REMEDIES AND PROCEEDINGS; ANY REMEDY CAN BE COMPLICATED.

SECURITY DEPOSIT

A security deposit is money, which actually belongs to the tenant, but is held by the landlord for protection against damages. The tenant is responsible for the rental payments for the length of the lease. When the lease has expired, the tenant is entitled to the amount of the security deposit “not consumed” by any damages to the property.

The landlord can only make the tenant pay a total security deposit up to the amount of two months rent. Sometimes a landlord will ask the tenant to pay a security deposit plus “the last month.” Even if this is what the landlord calls it, this “last month’s rent” payment is still part of your security deposit.

All or part of your security deposit can be withheld at the end of your lease term if you: damage the premises; fail to clean properly; fail to pay your last or any rental payment; fail to provide proper notice to the landlord; or if you have broken some other clause in the lease. **The security deposit is NOT to be used for the last month’s rent, unless the landlord and tenant both agree to do so.**

LIMITS ON THE AMOUNT OF THE SECURITY DEPOSIT AND INTEREST ON SECURITY DEPOSIT

Pennsylvania Law limits the amount of security a landlord can demand.

During the **first year** of the lease, the security deposit cannot be more than two months rent. If you have paid two months security deposit (or one months security deposit and “last month’s rent”), after the first year, you can ask your landlord to return the amount of money held which is greater than one month’s rent. Write a letter requesting the additional money, and keep a copy of the letter for yourself. Send the letter certified mail, “return receipt requested,” so that you can prove your landlord received it. Follow the certified mail by regular mail if you do not get a signed receipt returned from the post office.

During the **second year** or during any renewal of the original lease, the security deposit cannot be more than one month’s rent. If your rent increases your landlord can also increase the security deposit to equal one month’s rent at the new level.

If more than a \$100 in security deposit is collected, after the second lease year:

1. The funds must be placed in a separate account.
2. The account must be an institution regulated by the Pennsylvania or Federal banking authorities.
3. The landlord must notify the tenant in writing with the name and address of the depository {bank} and amount of deposit.
4. The interest earned on the tenant's money (less a 1% administrative fee to landlord) must be paid to the tenant annually on the anniversary date of the lease.

The law does not specify how much interest you must receive.

Remember, today's interest rates are very low. There, after the landlord deducts the 1% there may be no interest due to the tenant. However, as a matter of doing good business, the landlord should notify the tenant in writing that there is no interest due.

Remember: Your security deposit does not start to earn interest until after the second year of tenancy.

RETURN OF YOUR SECURITY DEPOSIT

This is where the pictures, checklist or any other documentation you used when you moved into the apartment will be very helpful. Within thirty (30) days after the termination of the lease, the landlord must give the tenant:

1. A written list of any damages for which they claim the tenant is responsible or;
2. Payment of the difference between the security deposit money plus interest (if any) and money used to pay for damages or;
3. A check for the entire amount of the deposit.

If the landlord fails to do the above, he/she has given up the right to withhold any of the security deposit or interest. He/She has also given up the right to sue the tenant in court for damages.

However, if it is after the thirty (30) days the tenant can sue the landlord for double the amount of the security deposit plus interest (if any).

☞ **You are not required to compensate the landlord for ordinary wear and tear.**

For example: if your landlord decided your apartment needed to be repainted at the end of your lease, you cannot be charged for the repainting unless you caused more than normal wear.

☞ **You are not responsible for damages caused by previous tenants.** By using the *Checklist* on page 15, you will note any damages within the lease premises, that existed before you moved into the unit. Documentary evidence, eyewitnesses and photographs are particularly helpful in establishing the fact that damages existed prior to your tenancy. This type of evidence is valuable should the tenant desire to sue the landlord for recovery of a wrongfully held security deposit.

- ☞ **You are entitled to receive your security deposit in full or a list of damages and the remainder of your deposit within thirty (30) days of vacating the premises, providing you have given your landlord a forwarding address and returned the keys.**

TENANT'S RESPONSIBILITIES

- ☞ **Give the landlord proper notice that you will be moving.**
This notice must be in accordance with the provisions of your lease. You will need to read your lease to see where the Notice to Vacate is to be sent and how much notice is required to be given to terminate your lease.
Remember: if proper notice is not given, you are breaking your lease, and therefore no security deposit is required to be returned.
- ☞ **Be sure to give the landlord IN WRITING your new address at or before the time you move out. You must do this even if it does not say so in your lease. See Page 43.**
It is best to send this notice by certified mail, return receipt requested. If you are not sure what your new address will be, give your landlord the address of a relative. Keep copies of all letters you send, the receipt for sending a letter by certified mail, and the return receipt.
- ☞ **Clean the dwelling unit as thoroughly as possible. Keep receipts for the rental purchase of any cleaning equipment; for example, the rental of a steam cleaner for cleaning the carpet.**
- ☞ **Make sure you do not owe any rent.**
- ☞ **Try to get your landlord to inspect the dwelling unit with you.**
Take photographs of the empty premises. This is the time to go over your pictures, checklist or any other documentation of damages that you prepared when you moved into the apartment or house. You can ask your landlord to sign a checklist of damages but he/she is not obligated to do so.
- ☞ **Return the keys to the rental property. Also, if possible, get a receipt for any monies owed to the landlord.**

NOTE: If you break your lease, owe rent, or have not returned the keys, your landlord may refuse to return your security deposit.

LANDLORD'S RESPONSIBILITY

WITHIN THIRTY (30) DAYS of the termination of the lease, a forwarding address provided and return of keys to you, you are required to:

☞ **RETURN THEIR SECURITY DEPOSIT (plus interest, if any)**

OR

☞ **SUBMIT TO THE TENANT:**

1. An itemized list of damages and the amount claimed for repairs.

AND

2. Payment of the difference between your security deposit (including interest, if applicable) and cost of actual damages.

NOTE: If the tenant has broken their lease, or any condition in their lease, owes rent, or has not given you (landlord) written notice of their new address, these rules do not apply.

WHAT TO DO IF YOU HAVE NOT RECEIVED YOUR SECURITY DEPOSIT

- 1) If your landlord has failed to provide you with a written list of damages within thirty (30) days, he or she has forfeited:**
 - ◆ *All rights to keep any portion of the security deposit (including interest) and;*
 - ◆ *All rights to sue the tenant for damages to the rental unit (however, the landlord can still bring a suit against you for collection of unpaid rent or breach of lease).*
 - A. You may file a civil complaint with the Magisterial District Judge and sue the landlord for the amount of the security deposit (including interest, if applicable).
 - B. Your landlord will not be able to file a counterclaim for damages.
- 2) If the landlord has failed to pay you the difference between the amount of your security deposit and actual damages to the rental unit within thirty (30) days:**
 - A. You can file a civil complaint with the Magisterial District Judge and sue your landlord for double the amount of the security deposit.
 - B. Your landlord will not be able to file a counterclaim for damages.
- 3) If the landlord has provided you with a list of damages and a refund within thirty (30) days and you disagree with the amount of damages:**
 - A. You can file a civil complaint with the Magisterial District Judge. You will have to prove that the landlord has improperly charged you for damages. Again, the pictures, checklist and other documentation will be helpful for this process. Also, the landlord may still file a counterclaim against you.

NOTE: *Any lease clause, which says you have waived these rights, is unenforceable and therefore void.*

If you have not given a forwarding address you are still entitled to your security deposit, however, because of the difficulty your landlord may have in locating you, he/she does not to return it within 30 days.

RENT INCREASES

Tenants have little protection against rent increases. Because Pennsylvania has no rent controls laws, landlords can raise the rent as much as they want. The only protections to tenants are the terms of their written lease or oral agreement with their landlord. The Landlord by law must give you at least on month (for a month to month lease) or one year (for a one year lease) notice in order to raise your rental payment.

One important protection is that **your landlord cannot raise your rent in the middle of the lease term**, unless your lease has a “pass through” clause which allows your landlord to pass on to you things such as property tax or utility increases. For example: if you have a lease that expires at the end of September, your landlord cannot raise your rent in June.

A second protection is that **your landlord must give a proper notice before he/she raises the rent**. The notice should be in writing. If you have a written lease, your lease will usually state how much notice is required before the landlord can change the terms of the lease. If you have an oral agreement, or if your lease does not say how much notice is necessary, your landlord must give you thirty (30) days notice before raising your rent (or changing any terms of the lease).

A third protection against rent increases is that **the landlord cannot raise the tenant's rent to retaliate against the tenant because he/she has exercised a legal right**. For example, your landlord cannot give you a rent increase because you called the Fair Housing Office to file a complaint of discrimination or you called the Housing Code Inspection Office.

If your landlord raised your rent in the middle of your lease term, you can fight the increase by **not paying the increase** and letting your landlord take you to court. By showing the judge your lease and your rent receipts or cancelled checks, you should be able to stop the eviction action. **But you must pay your rent**. If you refuse to pay any rent at all, your landlord may be able to evict you.

If your landlord refuses to accept your rent when you attempt to pay only the old rent amount, purchase a money order or use a check, send it to your landlord by certified mail, return receipt requested. Keep the money order receipt and/or the postal receipts to prove that you paid the rent and the landlord received it. If your landlord refuses your certified letter, and it is returned to the post office, keep the letter **unopened**, along with the postal receipts that proved you mailed it. This way you will be able to prove that you mailed it and can prove in court that you attempted to pay the rent and your landlord refused it.

In addition to raising the rent, there are other increases the landlord may attempt. Even though a landlord might call them something else, such as “fees” or “assessments”, they are rent increases. For example, if your landlord attempts to impose a fee because an additional person moves in or because an appliance such as an air conditioner has been installed, this is a rent increase. Check the terms of your lease. If these increases are not in compliance with the terms of your lease, you can refuse to pay the additional charges.

UTILITY SHUT OFFS

Regardless of whom pays for utilities, before your utilities are shut off the tenant should receive a notice from the utility company at least 10 days before the shut off is scheduled. Also, the utility company must place a 3 day notice (door hanger) on your door before shutting off your utility. It is important to note that after a 10 day notice has been given to tenants by utility companies, utility companies have 60 days to turn off the tenant's utility without another 10 day notice.

If the *tenant is responsible* for paying utility service and receive a shut off notice, you should attempt to make payment arrangements with the utility company immediately. If you are on public assistance you should contact the Department of Public Welfare for heating assistance. You can also contact CAP (Community Action Program) at (717) 299-7301. If you are of low income you can also contact CAP. Even if you heat your home with a source other than gas or electric, there is assistance available through the CAP.

If *your landlord is responsible* for paying for the utilities and the utilities have been shut off, the situation can become more complicated. First, attempt to have the landlord make the necessary payments with the utility immediately to restore your service. If the landlord does not make the necessary payments to restore service, you and any other tenants may have to make the payments in order to get the service restored. Any bill you pay can be deducted from your rental payments in order to get the service restored. Also, any bill you pay can be deducted from your rental payments, as outlined in *Tenant Remedies page 22*, provided you notify the landlord in writing. You may also be able to have the utility service transferred to your name, but be careful, you may need to put down a sizeable deposit or it may affect your lease. If this scenario occurs, seek legal counsel as soon as possible.

If the *utility company* turned off your service without prior notice, it has broken the law. You should contact the utility company and demand that the service be restored immediately. Ask to speak to the supervisor and write down the name of the person you spoke to or call the Attorney General's office at (800) 441-2555 to report this illegal shut off.

EVICTION

SOME REASONS WHY EVICTION HAPPENS:

1. Non-payment of rent.
2. Continual late payment of rent.
3. End of lease term.
4. Damaging the rental unit beyond normal wear and tear.
5. Using the rental unit for purposes not permitted under the rental agreement (i.e. operating a business, allowing unauthorized persons to live with you, engaging in criminal activity, etc.).
6. Keeping a dog, cat or other animal when not permitted in the lease.
7. Unreasonable noise which disturbs other tenants.
8. Failure to keep lawn cut and maintain ground if the rental agreement provides that you do so.
9. Improper storage and/or disposal of garbage so as to attract insects, rodents, etc.
10. Failure to abide by the proper rules and regulations which are either in the lease, attached to the lease, or given to you at the signing of the lease.

An eviction is the only way a landlord/owner can force a tenant to leave an apartment or house. Eviction requires a court proceeding. The length of the process will vary depending on the circumstances of the eviction. Eviction is a legal action started by the landlord/owner of a property in order to force the tenant to move out of the property. An eviction is usually the result of a violation of the lease. If you and your landlord have a verbal lease, you are entitled to receive a written notice if the landlord/owner wants to evict you. (*See "Landlord/Tenant Eviction Process Time Table", pg. 34*)

For written leases, the lease may say that the landlord/owner does not have to give you any notice at all. This is referred to as a "Waiver of Notice." Check your lease for the amount of notice you are required to be given.

ORDER OF EVICTION PROCEEDINGS

If you have not paid your rent or have otherwise broken your lease, your landlord can try to evict you from your rental unit. Even if you have special circumstances you are required to adhere to the lease agreement and pay your rent on time. For questions about Magisterial District Judges, see “Q & A About Magisterial District Judge Court,” on page 35.

1. NOTICE TO QUIT

- ❖ Your landlord will probably begin by giving you a “Notice to Quit.” This is an eviction notice. The amount of time that landlord is required to give you depends on your lease. Your lease should specify that number of days. The amount of time your landlord must give you before filing at the Magisterial District Judge varies. This paper may be posted on your door or the landlord may hand it to an adult on the premises. It **can not** be sent regular or certified mail.
 - **Check the Written Lease:** Your lease will say how much notice the landlord must give. If your lease says five days, you get five days. The notice must be in writing. Your lease may even say that your landlord does not have to give you any prior notice.
 - **If you have an Oral Lease:** Your landlord must give you a **written** notice. The amount of time he/she gives depends on the reason for the eviction. The guidelines are as follows:

2. COURT HEARING

- ❖ If you have not moved within the time stated in the eviction notice, your landlord must go to the Magisterial District Judge in order to file a *Landlord/Tenant Complaint*.
 - A court hearing is set for seven (7) to twenty (20) days after the landlord files the complaint.
 - You will receive a Recovery of Real Property Hearing Notice and a copy of the complaint by constable and first class mail.
- ❖ Anytime before the hearing, the defendant may file a cross-complaint to the plaintiff's complaint or may assert any other claim against the plaintiff.
 - By filing a counter claim or defendant's complaint, the hearing on both complaints must be held not before 7 days, but no later than 15 days from the filing of the defendant's (tenant's) complaint.
 - The defendant's cross-complaint must be served to the plaintiff at least 5 days before the hearing.
- ❖ Each party is allowed to subpoena witnesses to testify at the hearing.
- ❖ At the hearing, each party may present documents as evidence and testimony of witnesses.
 - Items that are allowed are certain bills, estimates, receipts and statements of accounts which appear to be made in the ordinarily course of business; however, these items can be contradicted by the plaintiff (landlord).
- ❖ **Be on time and be prepared with as much documentation as possible.**

- ❖ If you are unable to attend, you may contact the Magisterial District Judge's Office, as soon as possible **before the court date** and ask if the hearing can be rescheduled to allow you to attend.
- ❖ If you come to an agreement with your landlord before your court date, plan to attend the hearing anyway, even if your landlord tells you that "everything is taken care of." Plan to be there, be on time and be prepared with as much documentation as possible. Unless you show up and present your case, or your agreement, the Magisterial District Judge could rule against you.

3. JUDGMENT

- ❖ After the hearing the Magisterial District Judge will either make a decision that day or within 3 days. If the Magisterial District Judge grants the landlord possession of the property, the landlord can request an Order of Possession on the 11th day after the judgment.

4. ORDER OF POSSESSION

- ❖ If the landlord has obtained an Order of Possession, you will be served a notice by a constable.
 - The constable's notice will say you have 10 additional days to vacate the dwelling.
 - This notice is a **final** deadline to vacate.
 - If you have not moved by end of the 10 day period, the constable can forcibly remove you and padlock the door to the rental unit. You could be in danger of losing all of your possessions.

Adding up the days, you can see that it takes the landlord at least 20 days after the hearing before the legal lockout can occur. However, you should be in the process of looking for additional housing. If you have not secured a new place to live, you may want to stay with family or friends or at a local shelter (see list in the back of this manual), and put your belongings in storage temporarily.

Remember:

1. ***It is illegal for your landlord to padlock your dwelling without a court order.***
2. ***It is unlawful for your landlord to try to lock you out, change the locks, or cut off your heat or water without a court order.***

5. APPEAL PROCESS

- ❖ There are often two parts to the Judge's decision: Possession (eviction) and Money Judgment.
 - After the Magisterial District Judge grants a judgment, you have 10 days to appeal the decision as it regards to your eviction.
 - You have 30 days to appeal the decision with regard to money judgment.
 - If you decide to appeal a decision by a Magisterial District Judge, you will appeal the judgment at the Prothonotary's Office (50 North Duke Street, Lancaster, Pennsylvania, 2nd floor) to pay the monetary judgment plus court costs or three month's rent, whichever is less.

- This money will be placed in an escrow account.
- You will be required to continue to pay your monthly rental payment at the Prothonotary's Office and it will be placed in this escrow account.
- When you file the appeal at the Prothonotary's Office you will need to tell them that you want to appeal the eviction decision and stop the lock out.
- To do this you must file a SUPERSEDEAS.
 - If you do not tell the Prothonotary's Office that you want to file the SUPERSEDEAS, you will only be appealing the monetary judgement and the lock out will continue.

Note: Rules for rooming houses are different. Rooming houses are treated like hotels. If you rent a room and your rent is not paid, the owner can padlock your door.

SPECIAL CIRCUMSTANCES

The following are common occurrences and questions that may come about after receiving an eviction notice.

MY LANDLORD HAS THREATENED TO LOCK ME OUT. CAN THEY DO THAT?

The landlord is not allowed to lock you out of your apartment or house until the 21st day after the hearing decision. The landlord also cannot turn off services (example: water, electricity, heat) to the apartment. If the landlord does this, you will want to present this to the Magisterial District Judge at the hearing.

I ADMIT I OWE RENT, BUT I NEED MORE TIME TO MOVE?

MY SITUATION IS SPECIAL.

You have no right to demand more time in order to find a place to live or to move out your possessions. The responsibilities are the same for all tenants. However, you may ask your landlord to sign an agreement that would allow you to stay longer.

I DO NOT HAVE ANYWHERE TO GO. WHAT SHOULD I DO?

You will need to find a place for both you and your belongings. Do not leave your possessions behind. Your landlord is not required to keep them for you. The landlord can charge you a storage fee if you leave your possessions behind. However, the landlord cannot hold your possessions until you pay the rent you owe. If you cannot find a place to live, contact family or friends. You can also contact local shelters or transitional housing. (*See "Emergency or Transitional Housing," Page 45*)

LANDLORD/TENANT EVICTION/NON-RENEWAL PROCESS TIME TABLE FOR APARTMENT/HOUSE	
IF THE REASON FOR EVICTION IS:	YOUR LANDLORD MUST GIVE YOU:
Failure to pay rent	10 Days Notice
Drug conviction	10 Days Notice
Expiration of a month to month lease	30 Days Notice
Expiration of a yearly lease or indefinite term	30 Days Notice
Expiration of lease longer than 1 year	30 Days Notice
Remember: <i>These guidelines are followed <u>only</u> if guidelines for eviction are not stated in your lease or if you do not have a written lease.</i>	

LANDLORD/TENANT EVICTION PROCESS TIME TABLE FOR MOBILE HOME PARK TENANT	
IF THE REASON FOR EVICTION IS:	YOUR LANDLORD MUST GIVE YOU:
Lease is for less than 1 year	30 days
Lease is for longer than 1 year	3 months
Failure to pay rent notice between	
❖ April 1 – August 31	5 days
❖ September 1 – March 31	30 days

LANDLORD/TENANT EVICTION PROCESS TIME TABLE LEGAL PROCEEDINGS	
Magisterial District Judge scheduled hearing	7-20 days after landlord files complaint
Magisterial District Judge will enter judgment at conclusion of the hearing or within	3 days
Order of Possession by Landlord	After the 10 th day following the judgment
Constable executing the Order of Possession can evict the occupants if they remain on service of order the premise more than	10 days after Service of Order
APPEAL TO COMMON PLEAS	
Judgment affect delivery of possession of residential property, appeal within	10 days after judgment
Judgment is for money, or possession of non-residential property, appeal within	30 days after judgment

Q & A ABOUT MAGISTERIAL DISTRICT JUDGE COURT

WHAT IS A “MAGISTERIAL DISTRICT JUDGE?”

A Magisterial District Judge is a locally elected official who can decide small civil lawsuits such as landlord-tenant matters.

DO I NEED AN ATTORNEY?

No. Attorneys are not required during the hearing. However, if you would prefer to have a attorney present you may.

SHOULD I GO TO THE MAGISTERIAL DISTRICT JUDGE HEARING?

Yes! If you fail to appear at the hearing a judgment may be entered against you by default. Meaning, if you fail to show up, you lose and are required to pay the judgment entered against you even if you have paid it before the hearing. Your presence is vital at the hearing, even if the landlord says that the hearing was cancelled. Also the hearing gives you the chance to present your “defense” or “cross-complaint” against the landlord. If you cannot go on the scheduled date of the hearing or an emergency arises, call the Magisterial District Judge’s office and ask if the hearing can be rescheduled.

WHAT IS A “DEFENSE?”

A defense is your reason(s) why the landlord should not be allowed to evict you. Some common defenses are that the landlord did not give you enough notice to vacate the residence. If you have a written lease the landlord is required by law to give you notice according to that lease. See *"Landlord/Tenant Eviction Process Time Table," pg. 34*. Whatever your defense, you will need documentation and/or witness(es) to prove your defense.

WHAT IS A “CROSS-COMPLAINT?”

A “Cross-Complaint” is a claim that the landlord owes you money. For example, if you paid for repairs (after notifying the landlord that you were planning to do so) in order to make the dwelling habitable and the landlord has not reimbursed you for the costs, you may file a counter-claim. You must file it on a Civil Complaint Form at the Magisterial District Judge’s office. There is no fee for filing the Cross-Complaint, but you will have to pay for the cost of serving the Cross-Complaint on the plaintiff (landlord).

HOW SHOULD I PREPARE FOR MY HEARING?

If you have a lawyer, he/she should go over the information they will present at the hearing with you. If you do not have an attorney, you should make an outline sequentially of the things that happened. Be brief and to the point. Be ready to explain each item of evidence and the actions you took to correct the situation. If you have taken pictures, this is the time to use them. Dress your best and arrive on time for the hearing.

MAY I OBJECT TO SOMETHING A WITNESS IS SAYING?

You or the landlord may object if the information presented is not relevant to the situation that the hearing is intended to solve. You may also object to testimony which talks about statements which were made by people who are not at the hearing. This is called ‘hearsay,’ and should not be allowed.

WHAT HAPPENS AFTER THE HEARING?

The Magisterial District Judge will make a decision at the hearing or by mail within 3 days. If the judgment is in your favor, the landlord is required to do what the Magisterial District Judge ordered. If the judgment is in favor of the landlord, you are required to do what the Magisterial District Judge ordered. The landlord can file for an “Order of Possession/Order of Execution” if you are unable to pay the money owed. You or the landlord may file an appeal, which will be required to be filed 10 –30 days depending on the reason for eviction.

CONCLUSION

Housing discrimination and unfair treatment may not be as blatant as it was many years ago. Therefore it is important that you know your rights. You cannot be discriminated against because of the following protected classes: Race, Color, Religion, Ancestry, National Origin, Sex, Age (40+), Familial Status or Handicap/Disability. If you feel that you have been discriminated against because of any of these protected classes, do not hesitate to call the Fair Housing Program.

If you are a tenant and feel that your landlord is not abiding by the lease agreement, it is important that you understand your rights as a tenant. Your rights as a tenant depend on your adherence to the responsibilities stated and/or implied in your lease. If you are having financial difficulties – **don't wait until the last minute** – contact your landlord and let them know there are unforeseen financial problems.

If you are a landlord and would like to attend a Fair Housing or Landlord/Tenant Rights and Responsibilities Seminar, contact the Fair Housing Program.

Some differences may be settled with the help of a mediation service. The Lancaster County Mediation Service mediates such issues; you may contact them at (717) 293-7231.

**Lancaster County Human Relations Commission
Fair Housing Program
225 West King Street
Lancaster Pennsylvania 17603
Phone: (717) 299-7840
Email: fairhousing@co.lancaster.pa.us**

SAMPLE LETTERS TO LANDLORDS

REGARDING SERIOUS PROBLEMS AFFECTING HABITABILITY

Date

Your Name

Your Address

Landlord's Name

Landlord's Complete Address

Dear (*Enter Landlord's Name*):

I am writing to you regarding repairs that are needed to the apartment/house *{choose one}*, I am renting from you, located at: *{enter address}*.

The specific problem(s) that must be repaired are:

Make a list: *{Examples are listed below}*

1. No hot water
2. Plumbing problem (be specific)
3. No heat
4. Ceiling cracking, etc...

These conditions are serious and I consider them to be a breach of your responsibility to keep the premises safe, sanitary and livable.

I would appreciate it if you would make these repairs as soon as possible. If these conditions are not corrected within a reasonable period of time, I intend to exercise my legal right to reduce the rent, make the repairs myself and deduct it from the rent, or withhold my rental payment(s), etc... *{pick one}*

I would appreciate your prompt attention to this matter.

Sincerely,

Your Signature

Print Your Name

CONFIRMING REPAIRS NEEDED

Date

Your Name

Your Address

Landlord's Name

Landlord's Address

Dear (*Enter Landlord's Name*):

This letter is to confirm our *{telephone}* conversation on *{date}* in which I informed you that the following repairs are needed in my apartment/house *{choose one}* located at *{address}*.

The specific problem(s) that must be repaired are:

Make a list: *{Examples are listed below}*

1. No hot water
2. Plumbing problem (be specific)
3. No heat
4. Ceiling cracking etc...

You promised the repairs would be completed by, *{enter date agreed}*.

Thank you for your cooperation in this matter.

Sincerely,

Your Signature

Print Your Name

REPAIR AND DEDUCT

Date

Your Name

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

I am writing regarding repairs that are needed to the apartment/house *{choose one}* I rent from you located at *{enter address}*.

The specific problems that must be repaired are: *{make a list}*.

As you may recall, we discussed these problems on *{enter date of discussion}*. *(Use this line only if it applies)*

These conditions are serious and I consider them to be a breach of your responsibility to keep the premises in a safe, sanitary and livable condition.

If these conditions are not corrected in *{enter a number of days}*, I intend to exercise my legal right to make the necessary repairs and deduct the cost from my rental payment.

I would appreciate your prompt attention to this matter.

Sincerely,

Your Signature

Print Your Name

WITHHOLDING SOME RENT

Date

Your Name

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

I am writing regarding repairs that are needed to the apartment/house (*choose one*) I rent from you located at *{enter address}*.

The specific problems that must be repaired are: *{make a list}*.

As you may recall, we discussed these problems on *{enter date of discussion}*. (*Use this line only if it applies*)

These conditions are serious and I consider them to be a breach of your responsibility to keep the premises in a safe, sanitary and livable condition.

If these conditions are not corrected in *{enter a number of days}*, I intend to exercise my legal withhold some or all of my monthly rent payment, until these items are corrected.

I would appreciate your prompt attention to this matter.

Sincerely,

Your Signature

Print Your Name

BREAKING YOUR LEASE FOR LIVABILITY REASONS— FIRST LETTER

Date

Your Name

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

I am writing regarding repairs that are needed to the apartment/house *{choose one}* I rent from you located at *{enter address}*.

The specific problems that must be repaired are: *{make a list}*.

These conditions are serious and I consider them to be a breach of your responsibility to keep the premises in a safe, sanitary and livable condition.

If these conditions are not corrected in *{enter a number of days}*, I intend to exercise my legal rights to vacate the premises.

Sincerely,

Your Signature

Print Your Name

BREAKING YOUR LEASE FOR LIVABILITY REASONS– SECOND LETTER

Date

Your Name

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

This is to advise you that I will vacate my apartment/house *{choose one}* on *{enter date}*.

My forwarding address is *{enter new address}*. Please return my security deposit to the above address within the legal time limit of 30 days, after I have vacated your property.

Sincerely,

Your Signature

Print Your Name

LETTER TO REQUEST SECURITY DEPOSIT/FORWARDING ADDRESS

Date

Your Name

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

Pursuant to 62 P.S. § 250-512(e), I am providing you with the following forwarding address in writing:

Enter Name

Street Address

City/State/Zip

My lease terminates on *{enter date}*. I will be available for a final inspection of the unit at your convenience during the last week of *{enter date}*. Please contact me to arrange a time for the inspection.

Please forward my full deposit or a list of any damages claimed to be due together with a refund of the balance of my security deposit together with accrued interest to the above address within the legal time limit of 30 days.

Sincerely,

Your Signature

Print Your Name

NOTICE TO QUIT

Date of Notice to Quit:

Landlord's Name:

Name of Tenant:

Date of Lease:

Leased Premises:

Dear *{Enter Tenant's Name}*:

You have violated the lease when you:

{enter breach of lease here}

*Examples: -Did not make rental payments for the months of: June 2007, July 2007.
 -Allowed a pet to live in your apartment when there is a no pet policy.
 -Failed to maintain a clean leased premise, despite numerous warnings to
 clean the property.*

Because you have not made your rental payments, you must leave the leased premises within 10 days*.

If you do not leave the leased premises and give possession of the leased premises to landlord within 10 days*, the landlord will begin a lawsuit in court to have you removed from the leased premises.

Landlord's Signature _____

SAMPLE TENANT'S REASONABLE ACCOMMODATION REQUEST LETTER

Date

Your Name

Your Address

Landlord's Name

Landlord's Address

Dear *{Enter Landlord's Name}*:

I live at *{enter address}*. I (or a member of my household) am a person with a disability.

Our building's rules state a "no pets" policy. Because of my disability, a doctor has prescribed a service animal to assist with my daily living.

I am requesting that you make a reasonable accommodation in the building's rules to permit me to have a service animal in my apartment.

Please respond in writing to my request for a reasonable accommodation within a week. I look forward to your response and appreciate your attention to this matter.

Sincerely,

Your Signature

Print Your Name

SAMPLE LANDLORD'S RESPONSE TO REASONABLE ACCOMMODATION REQUEST

Date

Your Name

Your Address

Tenant's Name

Tenant's Address

Dear *{Enter Tenant's Name}*:

I have received your request for a reasonable accommodation, specifically, *{insert the specific request}*, together with your healthcare provider's letter documenting your disability and need for the accommodation. We will provide the requested accommodation as follows: *{insert how accommodation will be provided}*.

Sincerely,

Your Signature

Print Your Name

**PHONE NUMBERS FOR
BOROUGH AND TOWNSHIP MUNICIPAL OFFICES***

Lancaster City Building Inspections:	291-4706
Akron Borough	859-1600
Clay Township	733-9675
Columbia Borough	684-2468
Conestoga Township	872-4301
Conoy Township	367-4991
Denver Borough	336-2831
Drumore Township	548-2660
East Cocalico Township	336-1720
East Donegal Township	426-3167
East Drumore Township	786-3622
East Earl Township	354-5593
East Hempfield Township	898-3100
East Lampeter Township	393-1567
East Petersburg Borough	569-9282
Elizabeth Township	626-4302
Elizabethtown Borough	367-1700
Ephrata Borough	738-9222
Fulton Township	548-3514
Lancaster Township	291-1213
Lititz Borough	626-2044
Manheim Borough	665-2461
Manheim Township	569-6408
Manor Township	397-4769
Marietta Township	397-4769
Marietta Borough	426-4143
Millersville Borough	872-4645
Mount Joy Township	367-8917
Mountville Borough	285-5547
New Holland Borough	354-4647
Penn Township	665-4508
Pequea Township	464-2322
Quarryville Borough	786-2404
Rapho Township	665-3827
Salisbury Township	768-8059
Strasburg Borough	687-7732
Terre Hill Borough	445-4581
Warwick Township	626-8900
West Cocalico Township	336-8720
West Donegal Township	367-7178
West Earl Township	859-3201
West Hempfield Township	285-5554
West Lampeter Township	464-3731

** All numbers are area code 717.*

ADDITIONAL SOURCES OF INFORMATION

TO APPLY FOR SUBSIDIZED HOUSING OR LOW/MODERATE COST RENTALS:

Lancaster City Housing Authority, Public Housing(717) 397-2835
Lancaster City Housing Authority, Section 8(717) 397-2835
Lancaster County Housing and Redevelopment Authority, Section 8(717) 394-0793
HDC (Housing Development Corporation)(717) 291-1911

EMERGENCY OR TRANSITIONAL HOUSING

Crispus Attucks Community Center(717) 394-6604
407 Howard Avenue, Lancaster
(Emergency shelter and meals for men, women and children)

Clare House(717) 291-8967
(Transitional housing for women and children)

Domestic Violence Services of Lancaster County(717) 299-1249
(Emergency housing for battered women and children only)

Manheim/Mt. Joy Transitional Housing(866) 735-2400

Milagro House(717) 392-1101
(Transitional housing for women and children)

Transitional Living Center (TLC)(717) 397-0156
105 East King Street, Lancaster
(Residential hotel for homeless persons/families)

Water Street Rescue Mission(717) 393-7709
210 South Prince Street, Lancaster
(Emergency shelter and meals for men, women and children)

YWCA Residence(717) 393-1735
110 North Lime Street, Lancaster
(Transitional housing for low and moderate income single women and up to two (2) children)

LANDLORD /TENANT PROBLEMS

Fair Housing Program.....(717) 299-7840
225 West King Street, Lancaster
Website: www.co.lancaster.pa.us/fairhousing
Email: fairhousing@co.lancaster.pa.us
(Investigates discrimination complaints, provides FREE Landlord/Tenant and Fair Housing Law Seminars)

Bureau of Consumer Protection, Pennsylvania (717) 787-7109 or 1-800-441-2555
(Landlord/Tenant problems, complaints about mobile home parks)

CAP (Community Action Program), Outreach Services(717) 299-7301
601 South Queen Street, Lancaster
(Possible help with rent/security deposit)

Lancaster Mediation Center(717) 293-7231
225 West King Street, Lancaster
(Alternative to legal process, resolving disputes with help of neutral third party)

Mid Penn Legal Services(717) 299-0971
38 North Christian Street, Lancaster
(Legal advice/service to low income persons. Special services for senior citizens)

Tabor Community Service(717) 397-5182
439 East King Street, Lancaster
(Landlord /Tenant mediation, lease interpretation, budget counseling, Homeowner Emergency Mortgage Assistance Program (HEMAP) and other services)

WEATHERIZATION – ENERGY ASSISTANCE

CAP (Community Action Program)(717) 299-7301
601 South Queen Street, Lancaster

Energy Conservation Center(717) 291-1051
(A service of CAP– provides low income people with financial assistance with heating bills and weatherization)

HDC (Housing Development Corporation) (717) 291-1911 or 1-800-732-3554
(Weatherization for income eligible city and county residents)

PROBLEMS WITH UTILITY BILLS

Contact your utility company **first**, then if you think you are being treated unfairly, call the Public Utilities Commission1-800-782-1110

HOUSING CODE VIOLATIONS

Lancaster City Residents contact:

Bureau of Housing, Health and Sanitation(717) 291-4706

Lancaster County residents contact:

Borough or Township Officetelephone numbers listed on pg. 46

HOMEBUYER ASSISTANCE

HDC Realty..... (717) 291-5926 or 1-800-732-3554
(Assists low to moderate-income homebuyers in purchasing or building a home)

LHOP (Lancaster Housing Opportunity Partnership)..... 291-9945
(Provides technical and financial assistance to first time homebuyers)

Tabor Community Services(717) 397-5182
(Assists homebuyers with budget counseling and other services)

CREDIT REPORTING AGENCIES

For a free copy of your credit report from each of the three Credit Reporting Agencies, visit: www.annualcreditreport.com.

Free internet access is available at your library Public Library.

LANCASTER COUNTY MAGISTERIAL DISTRICT JUDGES

<p>BRIAN, David E. Mag. Dist. 02-2-05 Office Hours: 8:00 - 4:30 M-F 399 Camp Meeting Road Landisville PA 17538-1398 (717) 898-2511 FAX (717) 898-3949</p>	<p>BALLENTINE, Kelly S., Esq. Mag. Dist. 02-2-01 Office Hours: 8:30 - 4:30 M-F 123 Locust Street- Rear Lancaster PA 17602 (717) 299-7974 FAX (717) 299-8375</p>
<p>COMMINS, Denise B. Mag. Dist. 02-3-02 Office Hours: 8:30 - 4:30 M-F 15 Geist Road Lancaster PA 17601-5993 (717) 656-2191 FAX (717) 656-4425</p>	<p>DUNCAN, Jayne F., Esq. Mag. Dist. 02-3-09 Office Hours: 8:30 - 4:30 M-F 920 S Spruce St, PO Box 511 Elizabethtown PA 17022-0511 (717) 367-4330 OR (717) 653-1969 FAX (717) 367-8019</p>
<p>ECKERT, Leo H., Jr. Mag. Dist. 02-2-06 Office Hours: 8:30 - 4:30 M-F 841 Stehman Road Millersville PA 17551-9753 (717) 872-4361 FAX (717) 872-1190</p>	<p>FEE, Thomas Mag. Dist. 02-3-08 Office Hours: 8:30 - 4:30, M-F 45 Doe Run Road Manheim, PA 17545-9313 (717) 665-4525 FAX (717) 665-4054</p>
<p>GARRETT, Daniel B. Mag. Dist. 02-2-08 Office Hours: 8:30 - 4:30 M-F 690 Furnace Hills Pike Lititz PA 17543-8907 (717) 626-0258 FAX (717) 626-5528</p>	<p>HAMILL, Nancy G. Mag. Dist. 02-3-07 Office Hours: 8:30 - 4:30 M-F 2 Cardinal Drive Stevens PA 17578-9796 (717) 336-2801 OR (717) 738-0082 FAX (717) 336-3394</p>
<p>HAMILTON, Maynard A., Jr. Mag. Dist. 02-3-03 Office Hours: 8:30 - 4:30 M-F 324 Beaver Valley Pike Willow Street, PA 17584-9529 (717) 464-4141 FAX (717) 464-2824</p>	<p>HARTMAN, Cheryl N. Mag. Dist. 02-3-03 Office Hours: 8:30 - 4:30 M-F 641 Union Street Lancaster, PA 17603-5508 (717) 299-7896 FAX (717) 390-2345</p>
<p>HARTMAN, Rodney H. Mag. Dist. 02-3-06 Office Hours: 8:30 - 4:30 M-F 745B East Main Street New Holland, PA 17557-1521 (717) 354-4206 FAX (717) 354-8811</p>	<p>HERMAN, Robert A., Jr. Mag. Dist. 02-1-03 Office Hours: 8:30 - 4:30 M-F Closed 12:30 - 1:00 M-F 341 Chestnut Street Columbia PA 17512-1156 (717) 684-2761 FAX (717) 684-9774</p>

<p>JIMENEZ, Janice Mag. Dist. 02-2-04 Office Hours: 8:30 - 4:30 M-F 301 North Queen Street Lancaster, PA 17603-3011 (717) 299-7966 FAX (717) 390-2344</p>	<p>MILLER, David P., Esq. Mag. Dist. 02-1-02 Office Hours: 8:30 - 4:30 M-F 2205 Oregon Pike Lancaster PA 17601-4606 (717) 569-8774 FAX (717) 569-8721</p>
<p>MYLIN, Stuart J. Mag. Dist. 02-3-04 Office Hours: 8:30 - 4:30 M-F 25 East State Street Quarryville PA 17566-1248 (717) 786-7368 FAX (717) 786-2072</p>	<p>REUTER, William G. Mag. Dist. 02-3-01 Office Hours: 8:30 - 4:30 M-F 424 South Angle Street Mount Joy PA 17552-2002 (717) 653-4575 FAX (717) 653-0401</p>
<p>ROTH, Bruce A. Esq. Mag. Dist. 02-2-02 Office Hours: 8:00 - 4:30 M-F 225 W. King Street Lancaster PA 17603-3789 (717) 295-2000 FAX (717) 209-3031</p>	<p>SPONAUGLE, Mary Mongiovi, Esq. Mag. Dist. 02-2-03 Office Hours: 8:30 - 4:30 M-F 1351 Elm Avenue Lancaster PA 17603-4632 (717) 299-7898 FAX 390-2346</p>
<p>STOLTZFUS, Isaac H. Mag. Dist. 02-3-05 Office Hours: 8:30-4:30 M-F 14 Center Street, PO Box 618 Intercourse PA 17543-0618 (717) 768-3312 FAX (717) 768-3250</p>	<p>WILLWERTH, Jene A. Mag. Dist. 02-2-07 Office Hours: 8:30 - 4:30 M-F 609 E Main St. Ephrata PA 17522-0242 (717) 733-8688 FAX (717) 733-4330</p>

Problems? Questions? Don't know where to turn?



We can help!

United Way LINC is a free and confidential information & referral service that will quickly guide you to the agencies and programs in our community that can help.

LINC can give you referrals to the agencies that can help with such issues as:

Alcoholism

Financial Assistance

Child Abuse

Food Banks

Child Care

Housing

Clothing Banks

Legal Matters

Counseling

Rape

Drug Abuse

Support Groups

Employment

Youth Services

And much, much more.
Let us help you find the services you need.

Dial...

717.291.LINC (5462)

24 hours a day, 7 days a week

www.uwlanc.org

United Way LINC is a program of United Way of Lancaster County