

Pennsylvania Landlord's Legal Guide

What landlords can and cannot do under PA law — Ament Law Group, P.C.

Pennsylvania's Landlord Tenant Act governs most residential rental relationships. Knowing what the law requires — and what it prohibits — protects you from costly mistakes.

Security Deposits — PA Law Is Strict

Violating security deposit rules is one of the most expensive landlord mistakes in PA. A tenant can recover double the deposit plus attorney fees.

- **Year 1:** Maximum deposit is 2 months rent
- **Year 2+:** Maximum drops to 1 month rent — refund the difference
- **Deposits over \$100** must be held in a separate PA bank escrow account
- **Interest:** Deposits held 2+ years must earn interest
- **Return deadline:** 30 days after tenant vacates, with itemized deductions
- **Damage vs. wear and tear:** Normal wear cannot be deducted — only actual damage

Best practice: Written move-in inspection signed by tenant + photographs. Same process on move-out.

Right of Entry

A tenant has a right to quiet enjoyment. Entering without proper notice creates liability.

- **Routine entry** (repairs, inspections, showings): reasonable advance notice — typically 24 hours
- **Emergency entry** (fire, flood, gas leak): no notice required
- **Never** enter to harass or pressure a tenant — this is illegal self-help eviction
- **Changing locks** without a court order is illegal in PA, even if tenant has not paid rent

Habitability — Your Non-Waivable Obligations

PA requires landlords to maintain rental property in a condition fit for human habitation:

- Functional heating — minimum 68°F from October 1 to April 30
- Hot and cold running water
- Working plumbing and sewage
- Weatherproofing — windows, doors, roof
- Safe electrical systems
- Freedom from rodents and insects
- Working smoke detectors (required in all PA rental units)
- Carbon monoxide detectors (required with fossil fuel appliances or attached garages)

Lead paint disclosure: Required for all pre-1978 properties. Provide the EPA pamphlet and written disclosure before lease signing.

The Eviction Process — There Are No Shortcuts

Self-help eviction is illegal in Pennsylvania. You cannot change locks, shut off utilities, or remove belongings to force out a tenant — even if they have not paid in months.

1 Give written notice

Non-payment: 10-day notice to pay or quit. Lease violation: 15-day notice to cure. End of tenancy: 15-day notice (30 days if month-to-month for 1+ year).

2 File with the magisterial district judge

If tenant does not pay or vacate, file a complaint for possession. Hearing typically scheduled within 10–15 days.

3 Attend the hearing

Present evidence: lease, notices, proof of service, rent ledger. Tenant has the right to appear and contest.

4 Obtain a judgment for possession

If you prevail, the MDJ issues a judgment. Tenant has 10 days to appeal.

5 File for a writ of possession

If no appeal after 10 days, request a writ. The constable serves it — giving tenant 10 more days.

6 Constable carries out lockout

If tenant still has not vacated, the constable conducts the removal.

Timeline: From first missed payment to removal — expect 6–10 weeks minimum. If tenant appeals, add 1–3 months.

Fair Housing — Prohibited Discrimination

You cannot refuse to rent or set different terms based on:

- Race, color, national origin, religion, sex
- Familial status — cannot refuse to rent to families with children under 18
- Disability — may be required to make reasonable accommodations
- In PA: also includes age, ancestry, and use of a guide or support animal

Service and emotional support animals are not pets. A no-pets policy must accommodate a legitimate ESA. You cannot charge a pet deposit for a service or support animal.

Practical Tips

- Use a written lease for every tenancy — even month-to-month
- Screen tenants consistently — apply the same criteria to every applicant
- Document everything in writing. Send notices via text AND certified mail
- Never accept rent from a tenant you are trying to evict — it can restart the notice period
- Have your standard lease reviewed by an attorney — many form leases contain unenforceable provisions

We can help. Tenant issues, lease questions, or want your lease reviewed — call (724) 733-3500 or visit ament.law.