

Appendices

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PREP Appendices

The PREP appendix section includes a collection of forms, documents, and tools from various government websites and publications. These are intended to be used by both the trainers and the participants.

This information has been collected as a convenient way to locate all the documentation someone may need in the rental process.

If you need further information or assistance, please contact the agency directly or visit the official website.

Birth Certificate

The Division of Vital Records maintains records of births that occurred from 1906 to the present. Certified copies of birth certificates (with a raised seal) are issued and acceptable for various uses, such as:

- Personal identification
- Employment
- Passport application
- Social Security

There are three ways to obtain a certified copy of a birth certificate. Be sure to complete all required information on the application form provided within each link:



Order Online thru
Vitalchek, the authorized
service provider for the
Pennsylvania
Department of Health



**Order by
Mail**



Order in person at one of
these 6 public office
locations:

Erie
Harrisburg
New Castle

Pittsburgh
Scranton
Philadelphia

***Please note:** Processing times vary by site. You may select the links above for additional information on specific processing times in our public offices.

Cost

There is a \$20 fee for each certified copy. Check or money order should be made payable to Vital Records. This fee may be waived for individuals who served or are currently serving in the Armed Forces or their dependents. The Armed Forces fee waiver **does not** apply to genealogical requests. An additional fee is charged by Vitalchek for using the online ordering process.

IMPORTANT INFORMATION REGARDING RIGHT-TO-KNOW LAW: Birth certificates maintained by the Division of Vital Records are not public certificates and, therefore, cannot be released under the provisions of Pennsylvania's Right-to-Know-Law. To determine if you are eligible to apply for a certified copy, please review the following:

Who May Request a Birth Certificate?

Only certain people can request a birth certificate. You must be:

- Person named on the birth certificate, who is 18 years of age or older (if under 18, immediate family member must apply)
- Legal representative
- Husband / wife
- Parent / step-parent*
- Brother / sister / half-brother / half-sister
- Son / daughter / stepson* / stepdaughter*
- Grandparent / great grandparent (specify maternal or paternal)
- Grandchild / great grandchild
- [Power of Attorney](#) (for person named on birth certificate or immediate family member listed above)

If the person named on the birth certificate is deceased, a family member who is not an immediate family member must submit a copy of the death certificate to be eligible to receive a certified copy of the birth certificate. *A step-parent or step-child is required to submit parents' marriage record supporting their relationship.

What if the Year of Birth is Unknown?

An applicant may request a [multi year birth search](#).

On December 15, 2011, Governor Tom Corbett approved [Senate Bill 361](#).

This bill amends the Act of June 29, 1953 (P.L. 304, No. 66), known as the Vital Statistics Law of 1953, to provide for public access to certain birth and death certificates after a fixed amount of time has passed. This legislation provides that such documents become public records 105 years after the date of birth or 50 years after the date of death.

You may access Pennsylvania birth and death indices to search for birth records from 1906 through 1908 and death records from 1906 through 1963. The original birth and death records for these years are located at the [Pennsylvania State Archives](#). Information on searching the indices is available on the [Public Records](#) page.

Division of Vital Records Office Locations

Erie

Division of Vital Records
Erie Branch Office
1910 West 26th Street
Erie, PA 16508-1148
(814) 871-4261

Harrisburg

Division of Vital Records
Forum Place
555 Walnut Street, First Floor
Harrisburg, PA 17101-1914
(717) 772-3480

New Castle

Division of Vital Records
Room 401, Central Building
101 South Mercer Street
New Castle, PA 16101
1-877-PA-HEALTH or (724) 656-3100

Philadelphia

Division of Vital Records
110 North 8th Street, Suite 108
Philadelphia, PA 19107-2412
(215) 560-3054

Pittsburgh

Division of Vital Records
411 7th Avenue, Suite 360
Pittsburgh, PA 15219-1973
(412) 565-5113

Scranton

Division of Vital Records
Room 112, Scranton State Office Building
100 Lackawanna Avenue
Scranton, PA 18503-1928
(570) 963-4595

Application for a Birth Certificate

Print or Type

INTERNAL USE ONLY			
Date:	Initials:		
Delivery:	<input type="checkbox"/> P	<input type="checkbox"/> PO	<input type="checkbox"/> M
	<input type="checkbox"/> S	<input type="checkbox"/> R	<input type="checkbox"/> A

PART 1: APPLICANT

My current legal name: _____ (First) _____ (Middle) _____ (Last) _____ (Suffix)

Street: _____ Email address: _____

City: _____ State: _____ Zip code: _____ Daytime phone: _____

MY RELATIONSHIP TO PERSON NAMED ON BIRTH RECORD: _____ Applicants must be 18 years of age or older or an emancipated minor to apply.

Intended use of birth certificate:

Travel/passport School Driver's license

Social Security/benefits Dual citizenship Employment Other: _____
(Please specify other reason.)

PART 2: BIRTH CERTIFICATE BEING REQUESTED Please complete as much information as possible.

NAME AT BIRTH		AGE NOW	DATE OF BIRTH
_____ (First) _____ (Middle) _____ (Last) _____ (Suffix)			
If name has changed since birth due to adoption, court order or any reason other than marriage, please list that name here:		SEX	
_____ (First) _____ (Middle) _____ (Last) _____ (Suffix)		<input type="checkbox"/> Male <input type="checkbox"/> Female	
TYPE OF BIRTH RECORD	PLACE OF BIRTH		
Born in Pennsylvania	_____ (County) _____ (City/borough/township) _____ (Hospital name)		
PARENT/MOTHER'S NAME			
_____ (First) _____ (Middle) _____ (Last name prior to first marriage) _____ (Current last) _____ (Suffix)			
PARENT/FATHER'S NAME			
_____ (First) _____ (Middle) _____ (Last name prior to first marriage) _____ (Current last) _____ (Suffix)			

PART 3: ACCEPTABLE FORMS OF IDENTIFICATION

I have included a legible photocopy of one of the following:

A valid driver's license or other government-issued photo ID that includes my mailing address. If applying by mail, the address on my ID matches the mailing address listed above. **Expired IDs cannot be accepted.**

I do not have a valid government-issued photo ID. Therefore, I have provided two current documents that verify my name and current address (such as a utility bill, pay stub, bank statement, car registration or lease/rental agreement). See www.health.pa.gov/MyRecords/Certificates for further information.

PART 5: SIGNATURE OF APPLICANT

By my signature below, I state I am the person whom I represent myself to be herein, and I affirm the information within this form is complete and accurate and made subject to the penalties of 18 Pa.C.S.§4904 relating to unsworn falsification to authorities. In addition, I acknowledge that misstating my identity or assuming the identity of another person may subject me to misdemeanor or felony criminal penalties for identity theft pursuant to 18 Pa.C.S.§4120 or other sections of the Pennsylvania Crimes Code.

(Signature) _____ (Date)

Signature must agree with the name listed in Part 1 of this form.

PART 4: FEE

Make check or money order payable to "VITAL RECORDS."

Fee waiver Request — member of the U.S. armed forces

The fee is waived if the applicant is requesting the certificate for self, spouse or a dependent child.

I am or my current legal spouse (includes widow/widower if not remarried) is in active service or was honorably discharged from service.

Armed forces member name: _____

Service number: _____

Rank and branch of service: _____

HOW TO APPLY

Order from Pa.'s only authorized online provider at www.vitalchek.com or by phone at 866-712-8238 (credit cards accepted).

Order in person at a **Pennsylvania Vital Records** branch office in Erie, Harrisburg, New Castle, Philadelphia, Pittsburgh or Scranton. Delivery ranges from same day to five days based on public office processing time.

Order by mail: Send application, identification and payment to:

**Department of Health
Division of Vital Records
PO Box 1528
New Castle, PA 16103**

Quantity required	
Certificate cost:	\$20.00
Quantity:	X _____
Total:	_____

Contacting the Social Security Administration

The following information has been obtained from www.ssa.gov. This is the Social Security Administration's official website. Always consult with www.ssa.gov for the most up to date content.

If you need to contact the Social Security Administration, you can visit online at www.ssa.gov, or call.

Below is commonly requested information from the Social Security website:

What is a Proof of Income Letter?

- The letter can be used as proof of your:
 - income when you apply for a loan or mortgage;
 - income for assisted housing or other state or local benefits;
 - current Medicare health insurance coverage;
 - retirement status;
 - disability; and/or
 - age.

How can I get a benefit verification letter?

If you need proof you get Social Security benefits, Supplemental Security (SSI) Income or Medicare, you can request a benefit verification letter online by using your my Social Security account. This letter is sometimes called a "budget letter," a "benefits letter," a "proof of income letter," or a "proof of award letter."

You can also request proof that you have never received Social Security benefits or Supplemental Security Income or proof that you have applied for benefits.

To set up or use your account to get a benefit verification letter, go to **Sign In Or Create An Account**.

If you can't or don't want to use your online account, you can call us at 1-800-772-1213 (TTY 1-800-325-0778), Monday through Friday from 7 a.m. to 7 p.m.

Replacement Social Security Card

For a U.S. Born Adult

You can replace your Social Security card for free if it is lost or stolen. However, you may not need to get a replacement card. Knowing your Social Security number is what is important. You are limited to three replacement cards in a year and 10 during your lifetime. Legal name changes and other exceptions do not count toward these limits. For example, changes in immigration status that require card updates may not count toward these limits. Also, you may not be affected by these limits if you can prove you need the card to prevent a significant hardship.

Important

All documents must be either originals or copies certified by the issuing agency. We cannot accept photocopies or notarized copies of documents. We also cannot accept a receipt showing you applied for the document.

Get a certified copy of a document showing a birth, marriage or divorce that took place in the U.S.

We will mail your card as soon as we have all of your information and have verified your documents. Your replacement card will have the same name and number as your previous card.

What original documents do I need?

Citizenship (If you have not already established your U.S. citizenship with us, we need to see proof of U.S. citizenship. We can accept only certain documents as proof of U.S. citizenship. These include a U.S. birth certificate or U.S. passport.)

Identity (We can accept only certain documents as proof of identity. An acceptable document must be current (not expired) and show your name, identifying information (date of birth or age) and preferably a recent photograph.) For example, as proof of identity Social Security must see your:

U.S. driver's license;
State-issued non-driver identification card; or
U.S. passport.

If you do not have one of these specific documents or you cannot get a replacement for one of them within 10 days, we will ask to see other documents, including:

Employee identification card;
School identification card;
Health insurance card (not a Medicare card); or
U.S. military identification card.

Note We may use one document for two purposes. For example, we may use your U.S. passport as proof of both citizenship and identity.

Apply for a PA Identification Card

If you're a legal Pennsylvania resident, you can apply for a non-driver ID card when you turn 10 years old.

You will need to visit your local [PennDOT office](#) with:

- A completed [application for Initial Identification Card](#) (Form DL-54A).
- Proof of your identity and legal U.S. presence, such as your:
 - [U.S. birth certificate](#) with raised seal (copies **will not** be accepted).
 - [Valid U.S. passport](#).
- Your Social Security card.
- Proof of your PA address (if you're 18 years old or older), such as your:
 - Lease agreement.
 - W-2.
 - Current utility bill.
- Payment for the \$30.50 fee. Driver License Centers do not take cash or credit cards only checks or money orders made payable to "Commonwealth of Pennsylvania".

Visit the PennDOT website for a complete list of accepted and required documents:

- [Citizens](#).
- [Non U.S. citizens](#).

NOTE: You will need to have your photo taken.

Your Pennsylvania non-driver ID card will be issued at the PennDOT office.

If you are under the age of 18, a parent, guardian or person with loco parentis must accompany you to a PennDOT Driver License Center

Renew/Replace a Pennsylvania ID Card

To renew or replace your PA state ID card, you will first need to request a camera card either [online](#) or **by mail**.

To **request a camera card by mail**, you will need to complete:

- The renewal application form sent to you by PennDOT.
- OR**
- A [Photo Identification Card Application for Change/Correction/Replacement/Renew](#) (Form DL-54B). **Use this form if:**

- You did not receive a renewal application from PennDOT and your ID card expires within the next 6 months.

OR

- You are ordering a replacement ID card.

Send the application form and check or money order for the \$30.50 fee to the address listed on the form to receive a camera card.

NOTE: You should receive your camera card within 10 days. If you haven't received it after this time, contact [PennDOT](#) directly.

Once you have received your camera card, you will need to visit a PennDOT photo center and:

- Provide your camera card.
- Provide [proof of your identity and signature](#), such as your:
 - PA State ID card.
 - Passport.
 - Employee ID card.
- Verify your Social Security number (SSN), if required.
- Have your photo taken.

More information or center locations can be obtained at www.dot.state.pa.us

***Driver License Center locations can also be found in your local phonebook.*

Beginning **October 1, 2021**, Pennsylvanians will need a REAL ID-compliant driver's license, photo ID card, or another form of federally-acceptable identification (such as a valid passport or military ID) to board a domestic commercial flight or enter a federal building or military installation that requires ID.

Getting a REAL ID is optional for Pennsylvania residents, and they will be available in **spring 2019** to Pennsylvanians who want them.

The chart below shows the difference between a standard ID or driver's license, and a REAL ID:

	Standard ID or Driver's License	REAL ID or Driver's License
Driving (DL only)	✓	✓
General Identification Purposes	✓	✓
Boarding a Domestic (U.S.) Flight after October 1, 2020	✗	✓
Entering a Federal Facility (that requires ID) or Military Base	✗	✓



APPLICATION FOR INITIAL IDENTIFICATION CARD

Bureau of Driver Licensing • P.O. Box 68272 • Harrisburg, PA 17106-8272

ALL SECTIONS MUST BE COMPLETED

Section A: Personal information including last name, first name, middle name, date of birth, height, social security number, sex, telephone number, eye color, current street address, city, state (PA), and zip code.

Section B: Questions regarding current driver's license and previous license history, including a table for recording previous license states.

Section C: CHECK APPLICABLE BLOCK BELOW: Options for applying for an initial ID card, including fees and reasons for surrendering a license.

Section D: CERTIFICATION (SIGN AND ENTER DATE OF APPLICATION) and acknowledgment of information provided.

REQUEST FOR ORGAN DONOR DESIGNATION PARENTAL CONSENT: Section for parents/guardians to provide consent for organ donor designation.

PAID BY: Check Money Order Payable to PennDOT (PennDOT does not accept cash, credit or debit cards) TOTAL \$

Section E: DEPARTMENTAL USE ONLY: Includes residency requirements, verification of birth date & identity, and a signature line for the examiner.

You must be at least 10 years of age or older to obtain a Pennsylvania Identification Card.

If you are under 18 years of age your parent, guardian, person in loco parentis, or spouse who is 18 years of age or older must accompany you. Proper Identification is required and if the last names are different, verification of relationship is needed.

Out-of-State Address Change: We may not issue driver license products to an out-of-state address, except in the case of an employee of the federal or state government, armed forces personnel, and immediate members of their families, whose workplace is located outside of Pennsylvania. If this exception applies to you, please check the appropriate box and include documentation of your status with this application. Attach a letter from your employer on their letterhead to document your status, or attach a copy of your current Photo ID issued by your employer. If you are the immediate family of a person meeting one of the allowable exceptions, attach the documentation of the person employed. Additionally, you must indicate your relationship to that person.

I certify that my workplace is located out-of-state and I am employed by, or am the immediate family of a person employed by:

US Armed Forces Federal Government Pennsylvania State Government

Relationship to person meeting exemption (check one): Spouse Dependent Child

SECTION C

If you check block 1, you must apply in person at a Driver License Center with the identity and residency documents listed below.

If you check block 2 or block 3, you can mail your completed and signed application.

SECTION D

Veterans Designation: You have the opportunity to add the veterans designation to your identification card, which clearly indicates you are a veteran of the United States Armed Forces. To qualify, you must have served in the United States Armed Forces, including a reserve component or the National Guard, and have been discharged or released from such service under conditions other than dishonorable. If you are requesting to add the veterans designation to your ID card, make sure you check the box at the top in Section D.

NOTE: Driver License Centers do not accept cash or credit cards. You must pay by check or money order.

If mailing your application along with your check or money order (if applicable) made payable to PennDOT, send to the: Bureau of Driver Licensing, P.O. Box 68272, Harrisburg, PA 17106-8272.

TO MEET IDENTIFICATION REQUIREMENTS You MUST Present the Following:**U.S. CITIZENS - You must bring the Original Social Security Card (card cannot be laminated) AND ONE of the following:**

- Birth Certificate with raised seal (U.S. issued by an authorized government agency, including U.S. territories or Puerto Rico. Non-U.S. Birth Certificates will not be accepted.) **No other birth documents will be accepted.**
- Certificate of U.S. Citizenship (**USCIS Form N-560**)
- Certificate of Naturalization (**USCIS Form N-550 or N-570**)
- Valid U.S. Passport (Only valid U.S. Passports and original documents will be accepted.)

♦ **If you have an Out-of-State Driver's License, it must be presented with one of the above forms of identification.**

NOTE: If the name on your original document differs from your current name, you must provide an original Marriage Certificate, Divorce Decree, or Court Order document.

NON-U.S. CITIZENS - You must bring all of the following:

- Original USCIS/immigration documents indicating current lawful immigration status
- Valid Passport, dependent on status
- Social Security Card or SSA ineligibility letter (must be original; card cannot be laminated)

(Please note: Documents must be original, photo copies will not be accepted.)

To obtain detailed information regarding "identity/residency requirements," you can:

- Visit www.dmv.pa.gov and Enter Search Term "Pub-195NC," and review required documents; or
- Contact us at 717-412-5300. TTY callers - please dial 711 to reach us.

TO MEET RESIDENCY REQUIREMENTS You MUST Present TWO of the Following (for customers 18 years of age or older):

- | | | | |
|--|---------------|----------------------|---------------------------|
| • Lease Agreements | • Tax Records | • Mortgage Documents | • Current Weapons Permit |
| • Current Utility Bills (water, gas, electric, cable, phone, etc.) | • W-2 Form | | (for U. S. Citizens Only) |

Note: If you reside with someone, and have no bills in your name, you will still need to provide two proofs of residency. One proof is to bring the person with whom you reside along with their Driver's License or Photo ID to the Driver License Center. You will also need to provide a second proof of residency such as official mail (bank statement, tax notice, magazine, etc.) that has your name and address on it. The address must match that of the person with whom you reside.

Organ Donor Awareness Trust Fund (ODTF): You have the opportunity to contribute \$1.00 to the fund. The additional \$1.00 contribution must be added to your payment. You must also check the block provided to ensure proper handling of your contribution. The ODTF provides for the development and implementation of donor awareness programs and funds shall be appropriated subject to the approval of the Governor.

Veterans' Trust Fund (VTF): You have the opportunity to make a tax deductible contribution to the VTF. Your contribution will help support programs and projects for Pennsylvania veterans and their families. Since this additional \$3.00 is not part of the fee, please add the donated amount to your payment. Also, please check the proper block on the form to ensure your contribution is handled properly.

The department is required to obtain the Licensee's Social Security number, height and eye color under the provisions of Sections 1510(a) and/or 1609(a)(4) of the Pennsylvania Vehicle Code. This information will be used as identifying information in an attempt to minimize driver license fraud. Federal law permits the use of the Social Security number by state licensing officials for purposes of identification.

Visit us at www.dmv.pa.gov or call us at 717-412-5300. TTY callers -- please dial 711 to reach us

What is the procedure for filing a complaint with HUD?

You can file a complaint with the United States Department of Housing and Urban Development by:

- Phone
- Internet
- Mail

To File By Phone:

Call HUD toll free at 1-800-669-9777.

For TTY call 1-800-927-9275

To File Online:

Go to the HUD website at www.hud.gov

Under tab "PROGRAM OFFICES"

Choose "Fair Housing / Equal Opportunity"

Choose [file a complaint](#)

Under Online: Choose [English](#) or [Spanish](#)

To File By Mail:

You can file by mail by printing the online form or by writing a letter. If you write a letter be sure to include:

- Your name
- Your address
- Your phone number
- A description of the problem (why you are making a complaint)
- Dates
- Your landlords
 - Name
 - Address
 - Phone number

Mail the information to:

Philadelphia Regional Housing Office of FHEO

U.S. Department of Housing and Urban Development

The Wanamaker Building

100 Penn Square East, 12th Floor

Philadelphia, Pennsylvania 19107-3380

Pennsylvania Housing Authorities

Housing authorities are located in every county in the state of Pennsylvania.

Visit this website for a list of Housing Authorities in Pennsylvania:

www.hud.gov

Click: Program Office

Click: Public and Indian Housing

Click: Public Housing Agency Contact Information

Under HA Contact information by State (List): Scroll then Click: Pennsylvania – click on go to this page (written in Red)

PHFA has a great tool to use when searching for available housing. Visit www.pahousingsearch.com Most Housing Authorities are listed.

For Legal Advice

Go to WWW.PALAWHELP.ORG

There are some situations when it is best to consult the advice of an expert. The information below was prepared by the Pennsylvania Legal Aid Network, Inc. and is used with their permission. It is not designed to replace the advice of a legal professional. They do not cover all counties in PA, use the link above to access help in your county.

Pennsylvania Legal Aid Network, Inc.

Pennsylvania Legal Aid Network, Inc. is the principal funder and oversight agency for organizations that provide legal assistance to low-income residents of Pennsylvania. The Pennsylvania Legal Aid Network is a community of legal services provider organizations committed to the inspirational goal that every resident in the state will have access to the full range of legal services and legal remedies regardless of where they are in the state. Legal assistance is delivered in all 67 counties of the Commonwealth through regional programs addressing a breadth of legal matters brought forth by local clients. In addition, statewide programs funded by Pennsylvania Legal Aid Network, Inc. focus in-depth on poverty law issues that impact the poor across the state.

Pro Bono Net

Pro Bono Net is a unique collaboration among the various parts of the public interest legal community, organized primarily in New York City. They use information technology to increase the amount and quality of legal services provided to low-income individuals and communities. Probono.net is not only a company name, but also a domain name, which pro bono advocates can type into their internet browser in order to access extensive legal information and to share their information with other advocated working for disadvantaged communities. They can be reached at 212-760-2554.

Neighborhood Legal Services Association

Neighborhood Legal Services Association is a private, non-profit Pennsylvania corporation established in 1966 to provide free legal services in civil cases to low-income people. The program serves the residents of four counties in Western Pennsylvania – Allegheny, Beaver, Butler, and Lawrence. The program's mission is to meet the civil legal needs of the poor and vulnerable individuals by securing the rights and obtaining the benefits to which they are entitled through effective legal representation of eligible individuals and groups. Program services include telephone advice, clinics, referral, community education, representation before administrative bodies, and representation in court. Assistance from the private bar enables the program to stretch its own limited resources in numerous ways, including the Pro Bono Referral Program in which eligible clients are referred to private attorneys for free or reduced-fee representation in certain cases.

To find an agency that provides legal services near you, use the “Resources for Clients” section underneath the “Resources” tab of The Pennsylvania Legal Aid Network’s website, www.palegalaid.net.

Information on Security Deposits

A security deposit is an amount of money placed in escrow by the landlord for the purpose of paying for any damage you may cause to your residence or any rent you have failed to pay. There are some limits as to how much a landlord can require from you as a security deposit. The limits are as follows:

- 1) The security deposit may not exceed the amount of 2 months' rent during the first year of the lease
- 2) The security deposit may not exceed the amount of 2 months' rent during second and subsequent years of the lease or during any renewal of the original lease; or
- 3) The security deposit may not be increased where the rent increases after a tenant has been in possession for 5 years or more.

Once the security deposit has been in escrow for 2 years, any amount over \$100 must be placed in an interest bearing account. In addition landlords may, in lieu of placing the security deposit in a bank escrow account, guarantee that the security deposit, plus interest, shall be returned to the tenant upon termination of the lease. The guarantee must be secured by a bond of a bonding company authorized to do business in Pennsylvania.

When you move from your residence, you can seek the return of your security deposit. First, you must give your landlord written notice as to your new address. Once you have provided your address in writing, your landlord has 30 days to give you a written list of any damages to the residence, and an accounting of any rent due and owing. The landlord's written list should be accompanied by the difference between any sum deposited in escrow, including any unpaid interest thereon, for the payment of damages to the residence and the actual amount of damages to the residence caused by the tenant.

If you disagree with the landlord's claim of damages or with the amount of deposit returned to you, you may file a complaint with a District Justice. If your landlord does not give you a written list of damages within 30 days, you can sue your landlord for double the amount of your security. Remember, you must tell the landlord, in writing, where your new address is within 30 days of your move out before you can get your security deposit back.

The following two articles from Northwestern Legal Services outline what your rights are as a tenant in order to live in a safe, sanitary, habitable home in peace and quiet.

Covenant of Quiet Enjoyment by: Northwestern Legal Services

When you rent an apartment, house, or mobile home, the law says you are "buying," among other things, the right not to be bothered or disturbed by other people, including your landlord. The law calls this the implied covenant (promise) of quiet enjoyment. Implied means it is part of your lease even if you don't actually find it in writing. The covenant of quiet enjoyment also applies to oral leases (leases not in writing).

LEASE

If you have a written lease, read it carefully, because it may require you to give up all or part of the covenant of quiet enjoyment. Typical examples of lease clauses which limit the quiet enjoyment covenant include: prohibiting you from having a pet, making excessive noise or having more than a certain number of people living with you.

LANDLORD ACCESS

The covenant of quiet enjoyment does not mean that you can keep the landlord from coming into your home for any reason. The landlord can enter your home at reasonable times to make repairs, examine the premises for upkeep, investigate damage or show it to prospective tenants or purchasers. The landlord should, as a courtesy, contact you before coming to your home to make sure it is convenient for you. Of course, if there is an emergency, the landlord can enter your home without your knowledge or permission. An emergency is something such as a burst pipe that, if not fixed right away, could cause the building to be damaged.

What if another tenant is disturbing your quiet enjoyment?

Typically, this happens when a neighboring tenant does something such as frequently play their stereo too loud. If you are faced with this type of situation, you should tell the landlord about the problem orally and in writing (keep a copy of the letter you send) and ask that he or she do something to stop it. If the landlord fails to resolve the problem, you may want to break your lease and move. If the landlord then sues you for breaking the lease, go to the hearing and explain why you moved. Give the Magisterial District Judge a copy of any letter you sent to the landlord. It is also helpful to bring someone who witnessed the problems you faced to the hearing to explain the situation to the Magisterial District Judge. Finally, tell the Magisterial District Judge that the landlord's failure to do anything to stop the disturbances violated the covenant of quiet enjoyment

and, therefore, you had a right to cancel the lease and move. However, **there is no guarantee the Magisterial District Judge will accept your defense.** Each case is decided on the facts the Magisterial District Judge thinks are important. If the Magisterial District Judge finds the facts do not prove the covenant of quiet enjoyment was broken by the landlord, you may end up owing the landlord money for breaking the lease.

What if the landlord tries to keep my girlfriend/boyfriend from visiting my apartment?

Sometimes a landlord decides that he or she does not like a particular invited guest of the tenant. In one case, a landlord issued a "no trespass" letter to the tenant's boyfriend, then tried to evict her for letting the boyfriend visit. Pennsylvania courts concluded that this type of action by the landlord was a violation of the tenant's right to quiet enjoyment, and did not allow the eviction.

We have made every effort to insure the accuracy of the information in this pamphlet at the time it was created or revised. However, the law does change, sometimes quickly and unexpectedly. Therefore, you should consult an attorney before taking or refraining from any action based on the information in this pamphlet.

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Warranty of Habitability

by: Northwestern Legal Services

In 1979, the PA Supreme Court decided that landlords who rent property for people to live in must make sure such property is "safe, sanitary and fit for human habitation." They called this the Warranty of Habitability. [Pugh v. Holmes, 486 Pa. 272, 405 A.2d 897 (1979)] A landlord's obligations under the Warranty of Habitability cannot be taken from you even if you sign a lease that says you are renting the property "as is" or that you are responsible for all repairs.

The Supreme Court decision says you can only use the Warranty of Habitability for serious problems and you must tell the landlord about the problems and give him or her a chance to fix them. A serious problem is one that causes a large amount of discomfort or creates a realistic danger of harm. Some examples include: lack of heat or water, a gas leak, frayed electrical wiring, improperly vented furnace or hot water heater, or a leaky roof resulting in structural damage to your home.

How much notice you must give the landlord before you can use a remedy allowed by the Warranty of Habitability depends on the problem. If the furnace is broken in July, the landlord probably doesn't have to fix it until the fall, but the same situation in January would require the landlord to make repairs within one or two days. While you can give the landlord notice of the problem in person or over the phone, you should also follow up that notice by sending the landlord a letter describing the problem, what you want the landlord to do about it, when you want the repairs finished and what you plan to do if the repairs are not made. Sending the letter by certified mail will help prove that the landlord received it, if that fact is disputed in court.

If the landlord does not make necessary repairs and you live in a city having a housing inspector, have the home inspected. The housing inspector can probably convince the landlord to make repairs to your home. In addition, the inspection itself may give you important evidence of the seriousness of your problem if the landlord takes you to court because you used a remedy available to you under the Warranty of Habitability. Nevertheless, take pictures or gather other evidence you could use in court to prove that your problem is real and serious.

If the landlord does not make the repairs necessary to insure that you have a home that is safe, sanitary and fit for human habitation within a reasonable time, the Supreme Court says you can do one of three things:

1. Cancel your lease and move. You will have no obligation to pay any more rent to the landlord and any clause in your lease that says you must pay a penalty for canceling the lease before the end of the lease term cannot be enforced against you.

2. Make the repairs yourself or hire someone to make the repairs and deduct the cost of the repairs from your future rent payments. It is important that if you choose this remedy you keep the invoice or receipt you get from the repair person. Make sure the repair person writes on the invoice or receipt the exact nature of the problem they repaired and what they had to do to fix it.

3. Withhold all or part of your rent. You should only withhold all of your rent if the problem affects your entire home. Lack of heat would be an example. If the problem only affects part of your home, deduct the percentage of the rent which represents the amount of the home that you can't use because of the problem. You can make such a calculation by estimating the total square feet of space in your home and dividing that amount by the square feet of the room(s) affected by the defect.

Please note: If you live in a city which has a rent withholding program find out if your problems are serious enough to qualify for that program. Your city housing inspector can probably tell you if your city has a rent withholding program and how to qualify for it. Rent withholding programs typically include a provision prohibiting a landlord from retaliating against a tenant who is found eligible to withhold rent.

It is very likely that if you use a remedy you have under the Warranty of Habitability your landlord will try to evict you by filing a Landlord/Tenant Complaint with the Magisterial District Judge. If this happens, you will have to go to the hearing and prove that a serious problem exists in your home, you gave the landlord reasonable notice to fix the problem, and the remedy you chose under the Warranty of Habitability was appropriate under the circumstances. You can file a countersuit for any damages caused by the habitability problems if you have already made repairs or otherwise suffered a monetary loss. An example would be excessive utility bills due to a malfunctioning furnace. See the pamphlet, 'District Justice Defense' for more information about filing a countersuit. If you have already moved from the home but suffered a monetary loss due to the landlord's violation of the Warranty of Habitability, you can file a Civil Complaint with the Magisterial District Judge for the amount of your loss. Review the pamphlet, 'District Justice Lawsuit' for more information about filing a suit in Magisterial District Judge court.

This pamphlet describes the type of evidence you will need to defend yourself in court and if you follow it, you will have a better chance of success in court. However, the Magisterial District Judge might still decide the case in the landlord's favor. If this happens, or if you want more information on this topic, contact your local legal services for assistance.

The legal steps you as a tenant can take when you think your rights according to your lease are being violated.

What Should I Do When I Need Repairs In My Rental Apartment or House?

This information is from the North Penn Legal Services Reference Center Landlord Tenant Handbook. <http://www.northpennlegal.org>

What Should I Do When I Need Repairs In My Apartment Or House?

There are six main things you may be able to do:

- Move out.
- Have the problem repaired and subtract the cost from your rent.
- Sue to get back part of the rent that you have paid plus other expenses, and/or reimbursement for property damaged or destroyed.
- Withhold rent until the landlord makes repairs.
- Get a court order to require the landlord make the repairs.
- Recover payment damages) for severe emotional suffering; or
- Use a combination of these remedies.

Move out

1. If a landlord does not provide certain things for you that cause a serious problem, such as a working sewer system, heat in cold weather, or drinkable water, he may be violating what's called a "warranty of habitability"; In these situations, you have the right to end your lease and move out.
2. Do not just leave. If you plan to move out, you should first write to your landlord, tell him about your problems, and ask him to fix the problems within a reasonable period of time. Try to be detailed in your letter; explain how the problem affects your family's home, health, cleanliness, etc. Keep a copy of your letter.
3. If he does not fix the problems within a reasonable time, go ahead and plan to move.
4. When you know when you will be moving out, write to him again, telling him that because he did not fix these problems, that he has violated the warranty of habitability, and as a result, you are moving out. You may also want to request your security deposit back, and some back rent for the time the conditions were bad. It is probably a good idea to wait until the day you are leaving to send the landlord the letter.

Repair and deduct

1. Repair and Deduct may be a good solution for you if:

1. you don't want to move,
 2. your problem is something specific that a repairperson can fix, and
 3. The repairs will cost less than what you pay for your monthly rent.
2. Before you can get the problem repaired, your first step is to write to your landlord, tell him about your problem(s), and ask him to fix it. Do not skip this step– you must tell him in writing, even if you've already told him before about the problem.
 3. Be detailed about the problem– explain how it affects your family's home, health, safety, cleanliness, etc. If you can, also take pictures and/or videos of the problem.
 4. Always keep copies of all your letters.
 5. Give your landlord a reasonable time to do the repairs.
 6. If he doesn't fix it, you need to write to him again. Tell him that because he has not fixed your problem, you plan to get it fixed yourself and to subtract the cost from your rent, if he does not repair it immediately.
 7. If the landlord doesn't do anything within a day or two, call around and get about three written estimates of how much the repairs will cost. Choose the most reasonably priced company. Remember, you can only use repair and deduct if you can pay for the repairs.
 8. Get the repairs done. Get a receipt. Then, when it is time to pay rent, write to your landlord again, telling him that you got the repairs done, and how much money you spent. Give him a copy of your receipt, and copies of the other estimates you had gotten, so he can see you spent a fair amount. Subtract the amount you paid for repairs from your usual rent amount, and only pay your landlord the difference.
 9. Important: only spend the money on the repairs, not on anything else. The next month, you must go back to paying your usual amount.
 10. Before you get the repairs done, make sure that other people have seen the problem and its effects, so that if you ever need to go to court, you'll have proof that the problem was serious. In addition, if you can get the repair people to describe the problems in their written estimates or receipts, that could be helpful.

Lawsuit for back rent and other expenses

1. Suing for back rent and other expenses may be a good solution for you if you've already spent your own money to get things repaired, or if you're moving out and think you deserve some back rent because the home had serious problems. You can sue whether you are staying in the home or moving out.
2. Before bringing this kind of lawsuit, you should make sure that you've notified the landlord of the problems (in writing), and given him a reasonable chance to fix them, but he hasn't.

3. This solution means going to the Magisterial District Justice and filling out lawsuit papers. You can get more information on how to do this from NPLS or a private attorney.
4. There are many things you can ask for in this lawsuit. For example, you can request:
 1. Reimbursement for any money you've spent to repair the problem, or to repair damages to your property, or to make your place more livable under the circumstances;
 2. Refund for part or all of your back rent paid, for the time period when the problem made your home uninhabitable (how much depends on how bad it was or is);
 3. Reimbursement for your extra utility costs, if your utility bills were unusually high because of the problem;
 4. Reimbursement for any money you spent if you ever had to pay for temporary housing because of the bad conditions;
 5. Reimbursement if you suffered some emotional or physical harm because of the bad conditions caused by the landlord or his failure to fix the problem; and/or,
 6. Reimbursement for your property damaged or destroyed because of the bad conditions (spoiled food, damaged clothing, or furniture).
5. Bring to court any photographs which show the bad conditions. It would also be helpful for other people who have seen the bad conditions to come to your hearing and testify for you. If your local Housing Code Enforcement Office knows how bad the problems are, get them to testify at the hearing or make sure to bring their reports with you. (See sample letter, XX)
6. What you need to do at the hearing is prove to the court that:
 1. these problems seriously interfered with your health, safety, cleanliness, etc.;
 2. these problems were your landlord's fault or responsibility, and,
 3. the landlord didn't fix the problems within a reasonable time after you told him about them.
7. Bring to court all receipts for your expenses, back rent, utility bills, and for anything else you are asking the Court to give you for having to deal with this problem.

Withholding rent

1. Withholding rent may be appropriate for you only if:
 1. you cannot afford to pay for the repairs, and
 2. your problems are so serious that your home is uninhabitable.
 3. But be careful, because it is not often the most appropriate choice, and many courts do not look favorably on it. In addition, while you are withholding

rent you should be looking for another place to live, because the landlord may then try to evict you.

2. Examples of what would not be appropriate problems for withholding rent are torn carpeting, leaky faucets, toilets that won't stop running, cracked walls, or a small or minor amount of bugs or rodents. Examples of what might be appropriate are no hot water, no heat in the winter, dangerous conditions in the structure of your home, a seriously malfunctioning sewage system, or an extreme amount of rodent or other infestation.
3. The safest way to withhold rent to try to get the landlord to improve conditions is to put the rent money into a separate bank account from your other funds. This way, if your landlord tries to evict you or sue you for the money, you can prove to the court that you were not using the money for another purpose.
4. The first step in this process would be to write to your landlord, tell him about your problem(s), and ask him to fix it. Do not skip this step– you must tell him in writing, even if you've already told him before about the problem.
5. Be detailed about the problem– explain how seriously it affects your family's home, life, health, safety, cleanliness, etc. If you can, also take pictures of the problem.
6. Always keep copies of all your letters.
7. Next, give your landlord a reasonable time to do the repairs.
8. If he doesn't fix the problem, you need to write to him again. Tell him that because he has not fixed your problem, your home is uninhabitable, and therefore, you intend to withhold your rent. Tell him that you will begin paying rent again after he fulfills his obligations as a landlord.
9. Do not spend this money. (To learn how to spend your money to make repairs, see "Repair and Deduct" above). Put the money into a separate account. You can ask your local bank how to do this. This way, if your landlord takes you to court and wins a judgment against you, you will have the money to pay it back.

Court order – specific performance

"Specific performance," in these situations, means getting a court to order a landlord make necessary repairs to an apartment. This sounds like a great solution, but unfortunately it's very difficult to get a court to look over a landlord's shoulder and make sure he does something he may not want to do. As a result, courts will most often choose not to do this. Specific performance is something that must be ordered by a Common Pleas Court, not the Magisterial District Judge. As a result, you should contact a lawyer if you have questions about whether this is possible in your case.

Recover payment (damages) for severe emotional suffering

If you can prove that your landlord, by failing to make repairs of very serious defects that create a danger to your health or safety, has intentionally or recklessly caused you or your

family to suffer severe emotional suffering, you may be able to recover money damages from your landlord to pay for this severe emotional distress. The landlord's conduct in failing to repair, usually over a long period of time, despite notice from you of the defects, must be "extreme and outrageous". Your landlord must have intentionally and recklessly caused you serious emotional distress, and the emotional suffering you experience must be severe. It would be best to contact an attorney if you wish to bring such a lawsuit for severe emotional distress.

Combination of remedies

You may choose a combination of remedies. Any one of the previous remedies, by itself, may not be totally suitable for you. Your situation may allow you to use a combination of different remedies.

Suppose, for example, that for the past 2 months you have paid the full rent but have had no hot water. You have told the landlord about it but he has not made the repairs in a reasonable length of time. In the meantime, you have found another place to live and plan to move there next month. What can you do? You may choose to:

- request that a part of the past 2 months' rent be returned to you;
- reduce part of this month's rent; and
- move out next month without being responsible for future rent to your present landlord. However, you should be aware that none of these options are perfect or easy winners. Any of them could cause your landlord to try to evict you. However, if your landlord is truly not providing you with safe, sanitary conditions, he cannot evict you solely to get back at you. If you do get an eviction notice, call NPLS or a private lawyer for further assistance.

How you as a tenant can get your landlord to make repairs that you think violate the housing code.

Housing Code Fact Sheet

By: MidPenn Legal Services – This information is from PALawhelp.org

When you rent an apartment or house, your landlord guarantees that s/he will make the repairs that are needed to keep the rented premises safe and sanitary. This guarantee is called the Warranty of Habitability, and it cannot be waived by tenants. If repairs are not made as requested, you need some way to motivate your landlord to make the repairs quickly. You also may need proof that the repairs were not made in order to assert your rights. (For more information on how to request repairs and what your rights are if your landlord does not make the repairs, see MidPenn's brochure entitled Repair & Deduct: a Tenant's Right to Safe and Decent Housing.) For serious problems, often the best way to get your landlord to make repairs is to arrange for a housing code inspection.

When you have asked your landlord to make repairs, and the repairs have not been made, you can call the Housing Code Enforcement Officer. Code Enforcement Officers often respond quickly to tenants' requests for inspections, and if the problems are very severe, the Code Enforcement Officer may require the landlord to fix the problem immediately or face a steep fine. The fines are often very expensive, so many landlords will make the repairs rather than paying the fine.

How do I arrange for a housing code inspection?

Check the blue pages of your telephone book to see if your local government has a Housing Code Enforcement Office. Try calling the borough or township office.

If your local government does not have a Housing Code Enforcement Office, you can contact the Pennsylvania Department of Labor, (717) 787-6114. You must also request an inspection in writing by sending a letter to: PA Department of Labor and Industry, B.O.I.S., Room 1518, Labor and Industry Building, 7th and Forrester Streets, Harrisburg, PA 17120.

Remember, you should always try to negotiate with your landlord. Request in writing that your landlord make repairs. Give him or her a reasonable amount of time to make the repairs. If it is clear that your landlord does not intend to make the repairs, a code inspection is one way to get them done.

What kinds of tenants can arrange for housing code inspections?

Local code enforcement requirements vary from borough to borough. Contact your local office to ask whether your situation is included within the local code.

State Code Enforcement Officers will only inspect multiple unit dwellings (the law specifies apartment houses, tenement houses, apartment hotels, club houses, lodging houses, and rooming houses) of at least two units which are vertically stacked (like an apartment building), not side-by-side (townhouses or rowhouses). Farm buildings occupied by fewer than ten employees are also excluded.

What good does a housing code inspection do me if my landlord still refuses to make repairs?

If you arranged for a housing code inspection and your landlord has not made the necessary repairs to bring the premises up to Code standards, you can use the code inspection report as evidence in a subsequent hearing. For example, if your landlord files a Complaint with the district Justice to evict you for nonpayment of rent, you can use the inspection report to show that you should not have been required to pay the full rent during the period that the habitability problems existed. If the problems threaten your health or safety, you may be entitled to just move out with no further obligation to pay rent. Or, you can affirmatively sue your landlord at District Justice Court for damages and/or past rent paid related to the habitability problems. In all of these situations, a housing code inspection report is excellent evidence of what the problems are and that your landlord refused to fix the problems.

In order to offer a code inspection report as evidence in a hearing, you may need to call the code inspection office as a witness and/or provide written certification from the code inspection officer that the report is accurate and part of the municipality's records. For further information about using a housing code inspection report as evidence, feel free to contact MidPenn Legal Services.

What if the problems are really, really bad and my landlord can't repair them right away?

A word of caution: If the problems indicated in the housing code inspection are very severe and cannot be repaired quickly, the Code Enforcement Officer may condemn the unit. Condemnation is required when habitability problems are very severe, posing a threat to health and safety. In that situation, you would have to find alternate housing with very little advance notice.

What if my landlord finds out that I called the Code Enforcement Office?

State code enforcement and many local Code Enforcement Offices keep reports by tenants confidential. Confidentiality by code enforcement helps to insure that landlords do not find out who make the report and retaliate against that tenant.

Even if your landlord does find out that your reported the situation to the code enforcement office, landlords are forbidden from retaliating against tenants for asserting their rights. Landlords are not allowed to evict tenants, or increase rent, simply because the tenant called the Code Enforcement Office. This kind of eviction is call retaliatory eviction.

Sample Letters

The following letters each have a specific purpose. In this section of the appendix, you will find:

- Letter 1 – A first request to a landlord asking for repairs to the apartment.
- Letter 2 – A notice to the landlord that you are moving out because repairs were not made.
- Letter 3 – A complain to the code enforcement because of serious problems.
- Letter 4 – A notice to the landlord that you plan on making repairs.
- Letter 5 – A notice to the landlord that you have made repairs.
- Letter 6 – A notice to the landlord that you are withholding rent and putting it in escrow.

This information was found on PAlawhelp.org and then linked to North Penn Legal Services site. <http://northpennlegal.org/resources/landlord-tenant-handbook-eviction-process-getting-help>

First request for repairs to landlord

March 11, 20XX

[Mr. or Ms. and your landlord's name and address]

Mr. John Smith
250 Main Street
Anytown, PA 19999

Dear Mr. Smith:

[Say who you are]

We are your tenants at the Low Rise Apartments on Broad Street, under a lease agreement dated November 20, 20XX.

[Tell what your problem is]

We are having a problem with our toilet and sewer system. Every time we flush the toilet, raw sewage backs up into our sinks and the bathtub. It's really unhealthy and unsanitary, especially since we have an 8 month old infant. We request that you fix the problem by March 20, 20XX.

Sincerely,

[Your (tenant's) name and address]

Susan and Fred Jones
150 Broad Street, Apt 15
Anytown, PA 19999

Moveout letter after landlord fails to make critical repairs

March 21, 20XX

[Mr. or Ms. and your landlord's name and address]

Mr. John Smith
250 Main Street
Anytown, PA 19999

Dear Mr. Smith:

[Say who you are]

We are your tenants at the Low Rise Apartments on Broad Street, under a lease agreement dated November 20, 20XX.

[Tell again what your problem is]

On March 11, 2008, we wrote to you to tell you that our toilet and sewer system wasn't working right, and asked you to fix it by March 20, 20XX. We told you that waste was backing up into the sinks and the bathtub of our apartment, which made the apartment very unhealthy and unsanitary.

[Say that he has not fixed the problem and say what you plan to do]

Despite our letter requesting you to fix this problem, you have not repaired this problem. By not fixing it, you have broken the lease. We cannot continue to live in this apartment with this terrible situation, and are therefore ending our lease agreement, and leaving the apartment as of today, March 21, 20XX.

[Optional – Other things you can ask for]

We have paid you the rent for the month of March 20XX, and we request that you return to us a partial refund of \$125.00 which is equal to our rental amount for the 10 days remaining in the month. We also understand that we are entitled to a refund of our rent payments from the date you broke the lease which was March 11, 20XX. Therefore, we are requesting an additional partial refund of \$125 for the month of March.

Last, we request return of our security deposit of \$300 which we gave you at the beginning of the lease. We are also asking for the interest which has accrued from the security deposit, the total refund due to us is \$550 plus the amount of interest earned from the security deposit. Our forwarding address is: Susan and Fred Jones, 500 Pleasant Blvd. Niceplace, PA 29999.

Thank you for your attention and response to this request

Sincerely,

[Your (tenant's) name and address]

Susan and Fred Jones
150 Broad Street, Apt 15
Anytown, PA 19999

Letter to Code Enforcement of Health Department

March 27, 20XX

[Mr. or Ms. and Code Enforcement/Health Department officer and address]

Mr. Henry Brook
Health Department
581 8th Avenue
Anytown, PA 19999

Dear Mr. Brook:

[Say who you are]

We are tenants at Sunnydale Apartments on Maple Street, under a lease agreement dated February 1, 20XX to January 31, 20XX.

[Describe your problem]

Since March 18, 20XX our apartment has had a very serious cockroach problem. The problem is so bad that we can't keep much food in the apartment. Roaches even get into the refrigerator. The cockroaches are everywhere, including our beds. As a result, the apartment is disgusting to live in or sleep in.

[Say that the landlord has not fixed the problem]

We wrote to our landlord about this problem on March 20 and March 27. Despite this, our landlord has not taken care of the problem or even tried to do so.

[Tell what you plan to do]

We would like to file a complaint against our landlord so that this matter can be investigated by your agency. Our landlord is Mr. John Smith of the Sunnydale Apartments located at 250 Main Street, Anytown, PA 1999. Our landlord's phone number is (570) 999.9999.

Thank you for your assistance. If you need additional information please call us at (570) 888-8888

Sincerely,

[Your (tenant's) name and address]

Christine and Tom Miller
250 Main Street, Apt 25,
Anytown, PA 19999

Letter to landlord when tenant does repairs

March 27, 20XX

[Mr. or Ms. and your landlord's name and address]

Mr. John Smith
Sunnydale Apartments
250 Main Street
Anytown, PA 19999

Dear Mr. Smith:

[Say who you are]

We are tenants at Sunnydale Apartments on Maple Street, under a lease agreement dated February 1, 20XX.

[Describe your problem]

Since March 18, 20XX our apartment has had a very serious cockroach problem. The problem is so bad that we can't keep much food in the apartment. Roaches even get into the refrigerator. The cockroaches are everywhere, including our beds. As a result, the apartment is disgusting to live in or sleep in.

[Say that the he has not fixed the problem]

We wrote to you about this problem on March 20 and asked you to take care of this problem by March 27, while we were on vacation. Despite this, you have not taken care of the problem.

[Tell what you plan to do]

This letter is notice to you that we plan to correct this roach problem ourselves. If you do not correct this problem by March 31, 20XX, we are going to hire an exterminator to get rid of the roaches, and we will deduct the costs from our next rent payment.

Thank you for your cooperation.

Sincerely,

[Your (tenant's) name and address]

Christine and Tom Miller
250 Main Street, Apt 25,
Anytown, PA 19999

Letter to landlord when doing repairs on your own, cost estimates and bill

April 1, 20XX

[Mr. or Ms. and your landlord's name and address]

Mr. John Smith
Sunnydale Apartments
250 Main Street
Anytown, PA 19999

Dear Mr. Smith:

[Say who you are]

We are tenants at Sunnydale Apartments on Maple Street, under a lease agreement dated February 1, 20XX.

[Say that the he has not fixed the problem]

On March 20 and 22, 20XX we told you in writing that there was a very serious cockroach problem in our apartment, which makes the place unsanitary and disgusting. You even saw how bad the situation is and yet you did nothing, nor did you contact us, which is a breach of the lease.

[Tell what you have done and how much it will cost]

On March 31, 20XX, we called three local exterminators and asked for estimates of the cost to exterminate our apartment,. We have enclosed copies of these estimates, On April 1, 20XX we hired Roach Busters, the lowest priced company, to come to our apartment and exterminate. The cost of this service was \$50. A copy of the paid receipt is enclosed.

[Say that you are subtracting this cost form the rent]

This letter is notice to you that we have paid the costs of the extermination, and we are subtracting that amount from the April rent. Therefore, we are paying you \$400 for this month, which equals the difference between our monthly rent and the cost of extermination.

Sincerely,

[Your (tenant's) name and address]

Christine and Tom Miller
250 Main Street, Apt 25,
Anytown, PA 19999

Letter to landlord when withholding rent/escrow account

April 23, 20XX

[Mr. or Ms. and your landlord's name and address]

Ms. Julie Johnson
Pleasant View Apartments
555 Roosevelt Street
Anytown, PA 19999

Dear Ms. Johnson:

[Say who you are]

We are your tenants at the Pleasant View Apartments at 555 Roosevelt Street, Apt. 22, under a lease agreement dated April 1, 20XX.

[Tell what your problem is]

This letter is to follow up on our April 16, 20XX letter to you asking for your immediate attention to the lack of hot water in our apartment, Since April 13, 20XX we have been unable to use the apartment because the broken hot water heater did not allow us to use the bath or wash our dishes, cooking utensils and clothing.

[Say that the problem has not been fixed and the apartment is uninhabitable]

You have an obligation as the landlord to provide us an apartment with hot water, By not repairing the defective hot water heater you have broken the lease.

[Tell what you are going to do]

Therefore, we are not going to pay the rent for the month of May, 20XX because of your failure to repair the hot water heater, We have the money for rent and request that you meet us at (name of bank) on (insert date) to sign the paperwork necessary to set up an escrow county as recommended by our lawyer.

Sincerely,

[Your (tenant's) name and address]

Tammy and Joe Thompson
555 Roosevelt Street, Apt 22
Anytown, PA 19999

The following outlines the legal process a landlord must follow in order to evict a tenant.

Private Housing Evictions

Southwestern Pennsylvania Legal Services, Inc. –
<http://www.splas.org/housing-priv-etic.html>

A private landlord can evict a tenant for three main reasons:

1. If the tenant fails to pay rent;
2. If the tenant violates the terms of a written or oral lease (A lease is simply a contract or agreement between you and your landlord.); or
3. If the time for which you rented your residence has expired, and your landlord does not want you to stay. If you pay rent monthly, you may have a month-to-month lease, and therefore be evicted at any time, as long as proper notice is given.

A landlord cannot evict you without first following the procedures found in Pennsylvania's Landlord and Tenant Act. Most importantly, this means the landlord must go to court to legally evict you. To go to court, the landlord must follow these steps:

1. The landlord must give you 10 days written notice before he files an eviction complaint against you. If, however, your landlord wants to evict you for a reason other than for non-payment of rent, he must give you 15 days written notice if your lease is for one year or less and 30 days written notice if your lease is for more than one year. But, some leases say you give up your right to written notice. This is perfectly legal, so be careful and read your lease completely.
2. The landlord must now file a complaint, usually with the District Justice. Once the complaint is filed, the District Justice must schedule a hearing within 7-15 days after the landlord files the complaint. At the hearing, both you and your landlord are given the opportunity to present your case. This means you may tell your side of the story, have witnesses testify on your behalf, and present documents to support your case. For example, a receipt for a money order could be shown to the District Justice to prove that a certain amount of rent was paid.
3. If the District Justice decides in favor of the landlord and against you, you are permitted to appeal, or in other words, have your case heard by another judge. You must file your appeal within 10 days of the hearing if you wish to stay in your residence while the appeal is going on. If, however, you only wish to appeal a money portion of the judgment, then you have up to 30 days to file your appeal. The appeal is filed at the Prothonotary office in the county courthouse.

There are 2 additional requirements that must be met if you want to stay in your residence while the appeal is going on. First, you must deposit your rent with the

Prothonotary of the Court of Common Pleas every month as it becomes due. Second, you must place in an escrow account the amount of money in dispute, or 3 months rent, whichever is less. The Prothonotary will hold this money until the case is finally decided, and this must be done when you file the appeal.

If you fail to put this money in an escrow account within the ten day appeal time, or fail to deposit monthly rent, the landlord can request an Order for Possession from the District Justice. Once you receive an Order for Possession, your landlord can physically remove you and lock you out of your residence as soon as 10 days have passed. To actually appeal your case, you simply go to the Prothonotary's office at the county courthouse. There, you request an appeal form and fill it out (directions are given with the form). The next step is to either pay the filing fee, or file an In Forma Pauperis (IFP) Petition. The IFP permits you to file your appeal without paying the filing fee. Please see the attached directions as to how to file an IFP.

Once you have filed an appeal, the Plaintiff, your landlord, will file a new complaint against you, and should send it to you at the address you listed on your appeal form. At this point, you should consult an attorney, that is, as soon as you receive the new complaint from your landlord.

IN FORMA PAUPERIS (IFP) PETITION

1. You are the Defendant. Print or type your full name and mailing address in the three blank lines above Defendant.
2. Your opposing party is the Plaintiff. Print or type his/her full name and mailing address in the three blank lines above Plaintiff.
3. You should complete the blanks as they apply to you. You may answer a question "no" or "not applicable" where appropriate.
4. Sign your name at the end of the form and add the date. By completing this section, you are swearing to the court that the information is true and correct.

NOTES:

1. Below the words Civil Action is No. 02- The court will write in your case number here.
2. The words Pro Se means that you have no attorney and are filing your appeal without anyone else to represent you in Court. This means that you are responsible for ensuring that the appropriate forms are filled out and all necessary deadlines are met.

IN THE COURT OF COMMON PLEAS OF _____
COUNTY, PENNSYLVANIA

_____)
_____)

_____))
_____))
_____))
Plaintiff,)
-vs-) No. 02 -
_____))
_____))
_____))
_____))
_____))

Defendant,)

IN FORMA PAUPERIS PETITION

1. I am the _____ in the above matter and because of my financial condition am unable to pay the fees and costs of prosecuting or defending the action or proceeding.
2. I am unable to obtain funds from anyone, including my family and associates, to pay the costs of litigation.
3. I represent the information below relating to my ability to pay the fees and costs is true and correct:

(a)

Name: _____
Address: _____
Social Security Number: _____

(b) Employment

If you are presently employed, state
Employer: _____
Address: _____

Salary or wages per month: _____
Type of work: _____
If you are presently unemployed, state:
Date of last employment: _____
Salary or wages per month: _____
Type of work: _____

(c) Other income within the past twelve months

Business or profession: _____
Other self-employment: _____
Interest: _____

Dividends: _____
Pension and annuities: _____
Social security benefits: _____
Support payments: _____
Disability payments: _____
Unemployment compensation and supplemental benefits: _____
Workmen's compensation: _____
Public assistance: _____
Other: _____

(d) Other contributions to household support

Name: _____
If your (wife) (husband) is employed, state
Employer: _____
Salary or wages per month: _____
Type of Work: _____
Contributions from children: _____
Contribution from parents: _____
Other contributions: _____

(e) Property owned

Cash: _____
Checking account: _____
Savings account: _____
Certificates of deposit: _____
Real estate (including home): _____
Motor vehicle: Make _____, Year _____
Cost _____, Amount owed _____
Stocks, bonds: _____
Other: _____

(f) Debts and obligations

Mortgage: _____
Rent: _____
Loans: _____
Other: _____

(g) Person dependent upon you for support

Name: _____
Children, if any:
Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____

Other persons:

Name: _____

Relationship: _____

4. I understand that I have a continuing obligation to inform the court of improvement in my financial circumstances which would permit me to pay the costs incurred herein.

5. I verify that statements made in this affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Date: _____

Petitioner

Creating a Cleaning Routine

Please Note: This information was taken from the following website.
<http://www.apartmenthunters.com/Content/How-To-Clean.aspx>

Clean Your Apartment

You're caught. We've discovered your biggest, deepest, darkest secret-your apartment is a smelly, cluttered, dirty, disorganized mess! Laundry is piled to your ceiling. Unidentifiable shoes and socks are holding a rave under your bed. Books and magazines from November 1996 are wallpapering what used to look like a coffee table, and the dust on your carpet has turned it a mysterious shade of gray. And to think, you actually pay rent for this place!

You might protest that you really like it this way, that you can find things just fine, that you have your own "system." Yeah... and James Van Der Beek is a really good actor. (That's sarcasm.) Face the facts: You've arrived at such a low point that it's going to take more than a Dustbuster to get things in order. You'll need to do some honest-to-goodness, get-down-on-your-hand-and-knees, scrub 'til you scream cleaning. And we're here to help you do just that.

We warn you, a lot of this information will be incredibly basic. But you're such a slob, that you've obviously forgotten about the basics anyway. So cope.

Plan A Course Of Action

Look, we know that there are a zillion other things that you'd prefer to be doing that are a lot more fun and interesting than cleaning-they're the things you've been doing for months while the dust was accumulating. But enough excuses already: You need to psyche yourself up.

Pick a day that you will perform the cleaning deed and keep telling yourself that this will be "cleaning day." To help yourself stick to that day:

- Write that date on your calendar, fridge, hand, whatever.
- Visualize yourself in cut-off jean shorts and an old T-shirt, fighting grime to the tune of Bon Jovi, Bocelli, or perhaps something a bit more obscure.
- Tell your friends that you're going to be cleaning your apartment that day. In fact, if you can, enlist a friend to help you so that you can encourage each other and so that you cannot back out.

After you've picked out your red-letter day and committed yourself to it, you have to decide whether you are going to clean, organize or both.

Cleaning

Cleaning is the process of actually freeing your apartment of filth. Each room in your pad requires a different cleaning tactic, so you must approach each one independently in order to properly plan your strategy. Bedrooms and living rooms are relatively easy to tackle-they generally involve vacuuming the carpet (or washing the floor), dusting the tops of dressers and night tables, and throwing away piled up papers and other unnecessary junk. Kitchens require scouring the countertops, sink and refrigerator, cleaning the stove, sweeping up crumbs and mopping the floor. Bathrooms require getting rid of mildew in the shower and bath area, scrubbing the sink, disinfecting the toilet and washing the floors. Now that's some rip-roaring fun.

Organizing

Organizing is different from cleaning in that it involves creating a system for storing and finding things. This means that you'll have to take an inventory of the clothes in your closet and drawers, reorganize where everything goes and pick out old things that you never wear anymore (to either give away or throw out). You can also organize personal papers (bills, receipts, cancelled checks, tax returns, insurance information and personal letters) neatly into clearly labeled file folders. You can even get crazy and organize your kitchen, placing spices and canned goods in one cabinet, dishes and glasses in another cabinet, utensils in one drawer, and tin foil, plastic wrap and plastic sandwich bags in another. Organizing is a great "finishing touch" way to tie everything together after your apartment is clean. Although you may want to clean and organize, you've got to keep your priorities in check. Doing both can take an entire weekend - which means no time to veg out on the couch and watch Real World marathons. And that would be a tragedy.

Gather The Proper Materials

Planning to dust with your roommate's favorite sweater? Please be kind, and stock up on the following:

- For vacuuming, you will obviously need a vacuum cleaner. Well, at least if you have carpets. If you don't have one and don't want to incur a huge expense, then consider a Dustbuster or a mini-cleaner. There are some that are lightweight, high-quality, and under \$100.
- For cleaning linoleum or tile floors, you'll need a household liquid disinfectant (like Pine Sol or Mr. Clean) and a bucket where you can mix it with hot water. You'll also need a broom and a mop (either a sponge mop or a rag mop is fine by us-your call).
- For windows, mirrors and other glass surfaces, you'll need a glass cleaner (like Windex or Glass Plus).
- For tough surfaces like sinks and bathtubs, you'll need some scouring powder (like Comet), or you can get the liquid kind that contains tiny

scouring granules (like SoftScrub). You'll also need a toilet brush, a tub brush, and a mildew-removing spray cleaner (like Lysol Basin, Tub & Tile Cleaner).

- If you have wood floors, you'll need to use a special wood floor cleaner (like Murphy's Oil Soap).
- You'll also need a wood cleaning polish (like Pledge or Old English) to use on wood cabinets, doors, dressers and other wood surfaces. Keep in mind that you cannot use regular cleaning solutions on wood surfaces - it will spoil the finish and make your furniture look like crap. Also, you may want to have a feather duster on hand to use as a pre-cursor to the polish.
- For additional overall disinfecting, you can use household bleach (like Clorox). Keep in mind that bleach should not be used around areas where food is prepared.
- To clean your oven, you'll need an oven cleaning spray.
- To dry things off, you should have an ample supply of either paper towels or dry, soft cloths (old T-shirts work just great).
- It's also a good idea to have some air disinfectant (like Lysol spray), to spritz into each room as you finish it so that it smells clean and fresh.
- Most importantly, remember to protect yourself by using rubber cleaning gloves whenever possible. Make sure not to get anything in your eyes or mouth. Read all of the directions and warning labels on all materials before using them so that you don't end up with a science experiment gone wrong instead of a clean apartment.

Target Specific Surfaces

Wood furniture

Wood furniture is delicate, so it needs a little extra TLC. If you're cleaning a wood dresser, for example, you should first remove all lamps, trinkets and framed pictures. Dust lightly with a soft cloth or feather duster, and then finish off the job by polishing with a soft cloth and wood cleaning polish. Polish helps seal and protect the wood, which helps keep it looking like new.

Plastic and Formica countertops

Plastic and Formica surfaces are more versatile than wood, so they're easier to clean. They're also more likely to be very dirty. For areas that are not very dirty, you can just use plain soap and water and lightly go over the surface until it is shiny. If your countertops are somewhat stained, you should use warm water and a household cleaner like Formula 409. If you have particular stains, create a solution of baking soda and water and use a toothbrush to scrub it out. For the most difficult stains, try bleach - but make sure not to let the bleach remain on your surface for more than 90 seconds. And rinse the area thoroughly with water afterwards.

Kitchen floors

Start out by sweeping the floor to get rid of all crumbs, hairs and other debris. Move tables, chairs and other obstacles out of the way if possible. Fill a bucket with hot water and floor cleaner (mix it according to the ratio listed on the back of the bottle). Dip in your mop and wring it out well - if it's too wet your floor will be a sopping, slippery mess. Go over the floor in straight lines, pushing extra hard on stubborn stains or spots. If you're using a rag mop, swirl the head in figure-eight shapes. Remember to rinse and re-wring the mop periodically. When you're done, be sure to let the floor dry before walking on it.

Tackle Tough Areas

Bathtub

The best way to clean the bathtub is to stand inside it. Using scouring powder and a tub brush, scrub aggressively at each difficult stain. Be sure to collect all the hair that's accumulated in the drain. For rinsing the tub, it's convenient to use a clean mop to go over the entire bottom area. The tiles in the shower can be cleaned easily using a sponge and the above-mentioned mildew-removing cleaner. There is a solution of $\frac{3}{4}$ cup liquid chlorine bleach mixed with a gallon of water works just as well. Leave the solution on for at least five minutes before rinsing, and then let it air dry.

Refrigerator

To clean the refrigerator and freezer, remove all the food from it. Use soap and water to wipe down the inside, scrubbing extra hard at the most difficult stains on the drawers and shelves. When you clean your freezer, make sure not to bang your head on the bottom of the door as you reach for some more soap. Don't laugh...it happens. Wipe down the outside of the doors with glass cleaner (who says it's just for glass?!) and paper towels.

Toilet

First, lift up the cover and squeeze some toilet bowl cleaning solution (or sprinkle some scouring powder) around the edge of the inside of the bowl. Use a toilet brush to soap up the entire bowl, making sure to remove all of the stains. Then, flush at least once to make sure that the dirty water is taken away and clean water returns to the bowl to rinse it out. Any common household cleaner can be used to clean the outside of the bowl, as well as the cover, seat and base.

Oven

First, remove all the oven racks and place them in warm, soapy water. Preheat the oven to 200 degrees, then turn it off and spray the inside with an oven cleaner. After the cleaner's soaked in for about 10 minutes, wipe away all the greasy dirt with a damp sponge. Be sure to rinse the sponge frequently, and finish the whole process off by drying the inside of the oven with a soft, dry cloth. Oh yeah, and remember to put the racks back inside.

Keep Your Apartment Clean

Now that you've scoured your place from top to bottom, you have an even more difficult task: Keeping it clean.

Maintenance isn't that tough - it basically means staying on top of things on a daily basis. When you're done with dinner, wash the dishes. When you take off your nasty socks, throw them in the laundry basket immediately instead of leaving them on the floor. When you spill OJ on the kitchen counter, wipe it up right away. By tackling smaller jobs at more frequent intervals, you won't end up feeling overwhelmed by all the dirt and disorganization that surrounds you. Doing this will not only help you maintain your sanity, but also your Saturdays.