

However, this type of appeal will not stop the eviction process—the best you can hope for is that the amount of the judgment that you owe will be reduced.

A State Court or Federal Court can issue a “stay” to stop an eviction, but in the vast majority of cases, there is no legal basis for getting a court to do this. Basically, if it is a question of money, then unless you can come up with enough money to convince the landlord to stop pursuing his right to evict you, then you should start immediately looking for someplace else to live.

What about my things if I can't take them with me right away?

Once you are evicted, you can only get in to collect your things with the permission of the landlord. Therefore, plan ahead and make sure that you have someplace to keep the things you will absolutely need to get to, and the rest should be put in storage. The landlord is supposed to give you reasonable access to collect your things, but you might get charged for storage fees.

My Landlord says he will lock me out of my apartment and that he doesn't have to go through the courts. What can I do?

Tell your landlord that you know your rights and that he cannot do that. If he does so anyway, or shows up with a locksmith, call the police and tell them that your landlord has illegally locked you out. If you can satisfy the police that you are a tenant, and that the landlord didn't follow the proper procedures in order to evict you, they may let you break back into the apartment (or stop the lock out), and tell the landlord to go to court. If you do not check with the police, and you try to get back into your apartment, then you may risk being arrested.

Also, if you break back in, you should be prepared to pay for the damages to the apartment or house. If you suspect your landlord may try to lock you out, be sure to carry your important papers with you, particularly something that shows that you live there.

I rent a room in a house. Do these laws apply to me?

Generally the answer is no. Generally, if you are a boarder, then you are not protected under the Pennsylvania landlord/tenant law. In that case, your rights are determined by whatever agreement you signed with the person who is renting you the room (such as a lease). However, the specific circumstances of your situation may mean that you are protected by the law, too. If you are a boarder who is being evicted, call our helpline for advice.

This information is not a substitute for legal advice. If you have a legal problem you should consult a lawyer for specific legal advice. Remember: laws change and circumstances differ. If you have questions, call our helpline.



Toll Free Helpline: (877) 429-5994

www.lasp.org

Central Administrative Office: 625 Swede Street,
Norristown, PA 19401 (610) 275-5400



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Serving Bucks, Chester, Delaware and Montgomery Counties

**Toll Free Helpline: (877) 429-994
Monday-Friday, 9:00 a.m. to 1:00 p.m.**

Evictions in Southeastern Pennsylvania

My Landlord told me to get out. Can he do this?

In Pennsylvania, if you are a tenant you have certain rights under the Law. Your landlord **MUST** follow a procedure in order to evict you from your place of residence. This brochure will give you a brief overview of the eviction process and your rights.



First, your landlord must give you written notice. If you have a written lease, this will usually state what kind of notice (written or oral) and how many days' notice must be given. Be careful, because if you signed a lease saying that you waived any notice, then he can skip this step. If you do not have a written lease or your lease does not specify, then the landlord must give you 15 days notice if it is for a term of one year or less, and 30 days if it is for a term of more than one year. If you are being evicted for non-payment of rent, then the landlord only needs to give you 10 days notice.

If you do not leave by the date specified on the notice, then the landlord must file a complaint with the local Magisterial District Justice ("MDJ" also known as small claims courts Justices or Justices of the Peace). The MDJ will then schedule a hearing within the next week or two, and you will receive a copy of the complaint filed and a notice of the hearing date and time. Call the MDJ's office and let them know you will be at the hearing.

Unless you hear directly from the MDJ that it is cancelled, **GO TO THE HEARING**. This will probably be your only opportunity to tell your side of the story, and to correct any misinformation that the landlord has given to the MDJ. If you have worked out an agreement with the landlord, go to the hearing anyway and make sure the complaint is dismissed, or that the agreement is included in the Order.



DO NOT BE LATE—they may hold the hearing without you, even if you are only a few minutes late.

After the hearing, the MDJ will issue an Order. If he rules in favor of the landlord, then he will probably give the landlord possession of your house or apartment. This means that you will have to leave, unless you can appeal the Order.

If you do not file an appeal within **TEN DAYS** of the hearing, then the Landlord can ask the MDJ for an Order of Possession. This will be posted on your door, and will give you the earliest possible date that a constable or sheriff can come and lock you out—this will give you at least ten more days.

Can anything stop this process?

Yes. If you appeal the MDJ's decision with your county's state court (the Court of Common Pleas) within ten days of the hearing, the court will issue a "supersedeas" that will stop the eviction. However, in Pennsylvania to appeal a judgment for possession, most tenants must post a bond. The bond is the amount of the judgment, or three times the amount of monthly rent as found by the MDJ on the Order; whichever is less. The court will also ask for a filing fee, but that can be waived if the tenant files an "In Forma Pauperis" (IFP). The bond **MUST** be paid at the time the appeal is filed. As of May 15, 2008 the bond **MAY** be waived for some low-income clients. If you want to appeal your landlord tenant case, call our toll free helpline to see if you qualify to get the bond waived.

If the tenant successfully files an appeal and receives a supersedeas, the tenant must still continue to pay rent, on time, but to the court (either the Prothonotary or the Office of



Judicial Support, depending on which county you live in) - not the landlord - until the court hears the appeal. If a payment is late or missed, the Landlord can immediately ask the court for an Order of Possession, which gives the tenant only ten days to get out of the home.

Another way that might be available to stop the process is called a "pay and stay" order. If the only issue before the MDJ is that you owe your landlord money for the rent (the landlord is not accusing you of breaking the lease in any other way), the MDJ might issue an Order that says that eviction will take place **IF MONEY JUDGMENT IS NOT SATISFIED BY TIME OF EVICTION**. This means that if you can come up with the entire amount of the judgment at **ANY TIME** before the constable or sheriff shows up to escort you off the property, you can pay and not have to leave. Be careful, however, because paying the landlord does not guarantee that he will do the right thing and stop the eviction, so you should pay the amount directly to the constable. You might **ALSO** have to pay the constable's fee at this time.

What if I miss the ten day period to appeal, or can't pay the bond amount?

You can still appeal the money portion of the judgment within 30 days of the hearing. This means that if you disagree with the amount that they say you owe, you can file an appeal without having to post a bond (but you will have to pay a filing fee, unless you file an IFP with the court and the court waives the fee).