

Proposed Amendments to Bill No. 250330

Proposed deletions in ~~strike through~~; proposed additions in **bold**.

AN ORDINANCE

Amending Chapter 9-800 of The Philadelphia Code, entitled “Landlord and Tenant,” to modify the requirements related to good cause for ending a tenancy, add protections against retaliation and harassment for tenants and tenant organizations, specify tenants’ rights related to the implied warranty of habitability and provide a legal presumption related to breaches of the implied warranty of habitability, create a tenant right to organize, specify deadlines for asserting claims, and establish and enhance enforcement mechanisms, remedies, damages, and protections, all under certain terms and conditions.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. Title 9 of The Philadelphia Code is hereby amended to read as follows:

TITLE 9. REGULATION OF BUSINESSES, TRADES AND PROFESSIONS

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CHAPTER 9-800. LANDLORD AND TENANT

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§ 9-804. Unfair Rental Practices.

(2) It shall be unlawful for any owner, landlord, agent or other person operating or managing premises to *refuse to lease to any person*, terminate a lease with a tenant or make, alter, amend or modify any term or condition of any existing lease or arrangement of tenancy with a tenant, *or restrict access to common areas or amenities* in retaliation for:

(a) any violation having been found against the premises;

(b) *Initiating or participating in the investigation of or enforcement against a violation, including but not limited to the filing of a complaint alleging a violation and/or related to the investigation of or enforcement against a violation;*

(c) any lawful communication made by a tenant in good faith with a government official **or in a judicial proceeding** regarding violations or other conditions of the premises, provided that any allegations concerning retaliatory conduct during a consecutive thirty (30) day period shall be treated as the subject of a single complaint.

[(c)] (d) the joining of, or participation in, any lawful organization, including a tenant organization, association, or union[, or any other exercise of a legal right]. [It shall be unlawful for any owner, landlord, agent or other person operating or managing premises to refuse to lease any premises to a prospective tenant because he believes the prospective tenant has exercised any such right];

[(d)] (e) an incident of domestic violence or sexual assault in which a tenant was the victim, or a tenant's status as a victim of domestic violence or sexual assault. For purposes of this subsection (2)(d) the meaning of the terms "victim", "domestic violence" and "sexual assault" are as defined in Section 9-3201 of this Code[.];

(f) any other exercise of a legal right.

In any civil proceeding involving this provision in which the notice of termination or alteration of a term or condition of the lease was given within one year after a violation was found, a right of the tenant against the landlord, agent or other person operating or managing premises was exercised, or a correction made, whichever is the latest, it shall be the burden of the owner, landlord, agent or other person operating or managing such premises to prove that the notice was not given in retaliation for the exercise by the tenant of his legal rights.

(3) [The provisions of this Section shall not apply to:

(a) [Any bona fide] *The transfer of title [incident to a sale] of the [premises, but] premises shall not alter the obligation of any subsequent owner, landlord, agent or other person operating or managing such premises to comply with [shall be subject to] the provisions of this Chapter.*

(a) [(b)] *It shall not be a violation of this Section 9-804 for [Any] an owner, landlord or agent or other person operating or managing any premises against which a notice of violation has been issued to [who desires to] terminate an existing occupancy in order that the premises may be rehabilitated and the violation cured, provided that [and] the Department of Licenses and Inspections issues a certification that such work requires that the premises be vacated.*

* * *

(12) Good cause required.

(a) No owner, landlord, agent or other person operating or managing any residential premises, upon expiration of [a] *any* lease [of less than one year], shall *take any action to terminate a tenancy* [issue a notice to vacate, notice of non-renewal, or notice to terminate the lease], unless (1) the landlord has good cause to *take that action* [not renew the lease]; and (2) the landlord provides the tenant with notice pursuant to subsection (c), below. For purposes of this subsection (12)(a), good cause shall include, but is not limited to, any of the following:

* * *

(b) [Reserved] *For purposes of subsection 12(a), above, an action to terminate a tenancy shall include, but is not limited to, any of the following:*

(.1) *Issuing, serving, or otherwise providing a tenant with a notice to vacate, notice of non-renewal, notice to terminate the lease, notice of Diversion Rights pursuant to Section 9-811; or*

(.2) *Initiating, filing, commencing, or otherwise pursuing an eviction action or any other legal action seeking to obtain a judgment for possession of the premises, excepting ejectment actions.*

(c) A landlord who has good cause to *take an action to terminate a tenancy* [issue a notice to vacate or notice to terminate a lease] under subsection (a), above, shall notify the tenant in writing *with reasonable specificity* of the basis for such good cause in the same manner and on the same schedule as set forth in subsection (11)(a) (“Landlord Notice to Tenant of Rent Increase”). In the event the owner, landlord, agent or other person operating or managing the premises fails to issue the notice as required by this subsection (12), the lease shall renew on a month-to-month basis, unless the tenant elects otherwise.

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(13) Self-Help Eviction.

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(14) Any person aggrieved under the provisions of this Section may file a complaint with the Fair Housing Commission or may allege any violations in an initial pleading or, where appropriate, in a responsive pleading in a court of competent jurisdiction. *Claims for violations of this Chapter shall be governed by the contractual statute of limitations applicable under the laws of the Commonwealth of Pennsylvania. Tenants shall retain the right to file claims beyond the expiration of their lease period and after vacating the premises, provided such claims are filed within the applicable contractual statute of limitations period. There is no requirement that a complaint be filed with an agency before asserting a claim in court. Each separate occurrence*

or instance of a prohibited action shall constitute a separate violation. Each prohibited action under this Section shall constitute a separate violation for every day it occurs or continues.

(a) *In an administrative proceeding before the Fair Housing Commission violations of this Section shall be punishable pursuant to Section 9-807.*

(b) *In a judicial proceeding, a court may order the following, upon a finding that a violation of this Section has occurred:*

(.1) Injunctive relief and such other equitable relief, as appropriate.

(.2) Compensatory damages and restitution, including economic damages inclusive of overpaid rent and emotional distress damages, or, in the alternative, if the plaintiff elects before judgment is rendered, statutory damages of \$1,000 per violation.

(.3) Upon a finding of a willful or wanton violation of this Section, punitive damages up to three times the value of actual damages sustained inclusive of overpaid rent or, if statutory damages are elected, three times the value of statutory damages.

(.4) Reasonable attorney's fees and costs.

(.5) Suspension or revocation of the owner or agent's rental license, during which period the rent for any rental unit in the housing accommodation shall not be collected or increased.

(c) *A tenant may use the protections afforded in this Section as an affirmative defense in a court of competent jurisdiction.*

(15) No provision of this Section can be waived or made subject to a contract between the parties depriving a tenant of the benefits of this Section.

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§ 9-816. *Rights to Safe and Healthy Homes.*

(1) *Right to Organize.*

(a) *Tenants shall have the right to:*

(.1) Organize and advocate related to the terms and conditions of their residency;

(.2) Form, join, meet with, and participate in tenant organizations;

(.3) Meet and confer through representatives of their own choosing with owners and management; and

(.4) Engage in lawful concerted activities with other tenants;

(b) Any tenant organizer who is not a tenant shall have the same rights to visit tenants and access a residential rental accommodations as all other non-residents, **specifically:**

(.1) If a multifamily residential property has a consistently enforced, written policy against canvassing, then a non-tenant tenant organizer must be accompanied by a tenant while on the property of the multifamily housing project.

(.2) If a multifamily residential property has a written policy favoring canvassing, any non-tenant tenant organizer must be afforded the same privileges and rights of access as other uninvited outside parties in the normal course of operations. If the project does not have a consistently enforced, written policy against canvassing, the project shall be treated as if it has a policy favoring canvassing;

(c) Any owner or agent of an owner of a residential rental accommodation has a duty to **confer-bargain** in good faith with tenants and tenant organizers regarding lease terms and property conditions to which those tenants are party. **“Confer in good faith” means that the parties shall have the mutual obligation, personally or through their authorized representatives, to meet and confer and continue for a reasonable period of time, in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement. Examples of conferring in good faith include, but are not limited to, maintaining a designated point of contact, engaging in regular communications, responding to reasonable requests for information, allowing participation by non-resident advocates, providing adequate time for limited-English speakers to obtain translation services, providing and adhering to timelines for addressing habitability concerns, and negotiating and putting agreements into writing;**

(d) No owner or agent of an owner of a residential rental accommodation shall interfere with the right of a tenant or tenant organizer invited by a tenant onto the premises to conduct the following activities related to the establishment or operation of a tenant organization, **if performed in a lawful manner consistent with subsection § 9-816(1)(b):**

(.1) Distributing literature in common areas, including lobby areas;

(.2) *Knocking on tenants' doors, speaking with tenants, and placing literature at or under tenants' doors;*

(.3) *Posting information on all building bulletin boards;*

(.4) *Assisting tenants in participating in tenant organization activities;*

and

(.5) *Convening tenant or tenant organization meetings at any reasonable time and in any appropriate space that would reasonably be interpreted as areas that the tenant had access to under the terms of their lease, including any tenant's unit, a community room, a common area including lobbies, or other available space.*

(.6) *Formulating responses to owner actions or building and unit conditions, including:*

(.a) *Rent increases or requests for rent increases;*

(.b) *Proposed changes in the housing accommodation's facilities and services;*

(.c) *Conversion of residential units to nonresidential use, cooperative housing, or condominiums;*

(.7) *Proposing that the owner or management modify the housing accommodation's facilities and services; and*

(.8) *Any other activity reasonably related to the establishment or operation of a tenant organization.*

(e) *This Section shall not be construed to grant any greater access to a rental residential accommodation than any other non-resident would be provided.*

(2) *Right to Habitability.*

(a) *Tenants shall have the right to facilities and services vital to their life, health, and safety and to the use of the premises for residential purposes throughout the duration of their tenancy. At a minimum, tenants have a right to safe and sanitary living conditions.*

(b) *It shall be unlawful for any owner, landlord, agent, or other person operating or managing premises to threaten to or engage in any act or omission which*

materially interferes with the tenant's right to habitability, including but not limited to the following:

(.1) Failing to perform or complete repairs and maintenance in a reasonably timely manner or failing to follow applicable industry standards, including but not limited to HUD, EPA, and ANSI/IICRC standards, to minimize exposure to mold, lead paint and dust, asbestos, or other building materials with potentially harmful health impacts. A reasonably timely manner is defined as the landlord has had reasonable time after being put on notice, taking into account the emergency nature of the repair as well as the impact or potential impact to the tenants' and occupants' health, safety, and well-being.

(.2) Engaging in an act or omission which results in a material breach of the implied warranty of habitability, as defined in this Section.

(c) Abatement under this provision

(.1) In a court action alleging unpaid rent, a tenant shall be entitled to an abatement of rent during and for any periods when the implied warranty of habitability has been materially breached by a landlord, including, but not limited to, where a landlord fails to rebut the presumption of a breach pursuant to this subsection. A material breach of the implied warranty of habitability occurs when (1) a defect in the property is of a nature and kind which will prevent the use of the dwelling for its intended purpose to provide premises fit for habitation by its dwellers; (2) the landlord had notice of the defect of the condition; and (3) the landlord failed to make the necessary repairs in a reasonably timely manner.

(.2) In a proceeding pursuant to this Section before a court of competent jurisdiction, there shall be a rebuttable presumption that an owner, landlord, agent or other person operating or managing any residential premises breached the implied warranty of habitability if (1) the conditions or characteristics of the premises violate the requirements of the Philadelphia Property Maintenance Code or the Philadelphia Fire Code; (2) the Department has issued a notice of violation regarding the defective conditions or characteristics of the premises; (3) 30 days have passed following the issuance of that notice of violation; (4) no appeal of that notice of violation is pending; and (5) the defective conditions or characteristics that form the basis of that notice of violation have not all been remedied. When these conditions are met, a court may reasonably conclude that the landlord had notice of the defect from the Department of Licenses and Inspections, had a reasonable opportunity to make the necessary repairs, and failed to make the necessary repairs.

(.a) A notice of violation that includes a determination by the Department that the rental property is unfit, unsafe, or imminently dangerous, which is not complied with pursuant to the timelines of section (b) shall entitle a tenant to full abatement of

rent during or for the period of the violation, or until the Department determines that work to repair the violation has started and is actively progressing, and acceptable interim measures have been taken to ensure tenant safety and unit habitability during the interim.

(b) The Department's notice of violation to the landlord shall relieve the tenant of separately providing the landlord written notice of a defect or condition that gives rise to the presumptive breach of the implied warranty of habitability.

(c) A landlord may rebut the presumption of a breach of the implied warranty of habitability, in whole or in part, by showing by a preponderance of the evidence:

(i) The landlord has been unable to correct the violation because the tenant prevented the landlord from accessing the property;

(ii) To the extent the notice of violation is not related to the structure of the building, that the habitability of the tenant's residence was not fully impacted by the relevant violation, in which case rent shall be abated to the extent that habitability was adversely impacted;

(iii) The tenant caused the violation that is the basis for the violation; or

(iv) The defective conditions or characteristics that form the basis of the violation were corrected, in which case the breach shall be deemed to apply to the period from the issuance of the notice of violation to the date the defective condition was repaired, so long as notice of repair was provided, a request for reinspection by the Department has been made, and the subsequent reinspection confirms the defective condition was repaired.

(d) Nothing in this Subsection shall be interpreted to preclude a finding that the implied warranty of habitability was breached prior to or despite no violation having been issued by the City.

(3) Protections Against Interference and Retaliation

(a) Tenants shall have the right to the use and quiet enjoyment of their residence and the housing services that are connected with the use or occupancy of a rental unit, including, but not limited to, utilities (including gas, water, and electricity), ordinary repairs or replacement, and maintenance, including painting.

(b) It shall be unlawful for any owner, landlord, agent, or other person operating or managing premises to take any action, or refuse to act in a way that would cause a reasonable tenant to vacate such residential rental unit or to surrender or waive any rights

described above in relation to such tenancy. Examples include, but are not limited to, the following:

(.1) Reducing or eliminating, or threatening to reduce or to interfere with a tenant's quiet enjoyment of their residence, including but not limited to, by failing to provide notice of 24 hours for non-emergency repairs to the tenant, or failing to offer a reasonable justification for entry into the unit; or otherwise engaging in unreasonably disruptive behavior when entering or accessing the property or attempting to do so.

(.2) Threatening a tenant or their guests with physical harm.

(.3) Reducing or eliminating, or threatening to reduce or to eliminate, housing services required by a lease, contract or law, including but not limited to the elimination of parking if provided in the tenant's lease or contract.

(.4) Engaging in abusive use of government process against a tenant, for example by making a report or threatening to make a report about a tenant to a governmental entity, including immigration authorities, when done to retaliate against the tenant for engaging in activity protected under Section 9-804(2), to prevent the tenant from engaging in such activities in the future, or to cause the tenant to vacate the unit or forfeit other legal rights of occupancy.

(.5) Other acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant and that cause, or are likely to cause, a tenant to surrender or waive any rights in relation to such tenancy.

(.6) Retaliating for engaging in activity protected under Section 9-804(2) by reducing or eliminating, or threatening to reduce or to eliminate any other benefits, privileges, or facilities of the property promised to tenants, in a lease or otherwise, or required by law.

(.7) Disclosing, threatening to disclose, or misusing a tenant's medical or health information, including but not limited to records or information relating to disability, medical treatment, prescriptions, or health conditions, where such disclosure or threat of disclosure is made to co-tenants, neighbors, employers, governmental entities, or any other third party.

(4) Remedies. Any person aggrieved under the provisions of this Section may allege any violations in an initial pleading or, where appropriate, in a responsive pleading in a court of competent jurisdiction. A claim for a violation of this Chapter must be filed in court within two (2) years of the date that an alleged violation occurred. There is no requirement that a complaint be filed with an agency before asserting a claim in court. **Each separate occurrence or instance of a prohibited action shall constitute a separate violation. Each prohibited action under this Section shall constitute a separate violation for every day it occurs or continues.**

(a) A court may order the following, upon a finding that a violation of this Section has occurred:

(.1) *Injunctive relief and such other equitable relief, as appropriate.*

(.2) *Compensatory damages and restitution, including overpaid rent and emotional distress damages, or, in the alternative, if the plaintiff elects before judgment is rendered, statutory damages of \$1,000 per violation.*

(.3) *Upon a finding of a willful or wanton violation of this Section, punitive damages of three times the value of actual damages sustained inclusive of overpaid rent or, if statutory damages are elected, three times the value of statutory damages.*

(.4) *Reasonable attorney's fees and costs.*

(.5) *Suspension or revocation of the owner or agent's rental license, during which period the rent for any rental unit in the housing accommodation shall not be collected or increased.*

(b) *A tenant may use the protections afforded in this Section as an affirmative defense in a court of competent jurisdiction.*

SECTION 2. This Ordinance shall become effective July 1, 2026.