

Legislation Text

File #: 170854-A, **Version:** 2

Amending Section 9-804 of The Philadelphia Code, entitled “Unfair Rental Practices,” to require good cause for certain residential evictions and to provide for a first option for existing tenants to renew a lease, all under certain terms and conditions.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. Section 9-804 of The Philadelphia Code is hereby amended to read as follows:

§ 9-804. Unfair Rental Practices.

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(12) Good cause required.

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

(.1) Habitual non-payment or habitual late payment of rent by the tenant.

(.2) Breach of or non-compliance with a material term of the tenant's lease or rental agreement.

(.3) The tenant engages in nuisance activity that creates a substantial interference with the use, comfort or enjoyment of the property by the landlord or other tenants in the building; or that substantially affects the health or safety of the landlord or other tenants in the building.

(.4) The tenant causes substantial deterioration of the property beyond normal wear and tear.

(.5) The tenant, after written notice to cease, refuses the landlord access to the unit for lawful purposes, such as to make repairs or assess the need for repairs, to inspect the premises for damages, to show the premises to insurance or mortgage companies, or during an emergency.

(.6) The tenant refuses to execute an extension of a written lease, that is set to expire, for materially the same terms.

(.7) The owner of the premises or a member of the owner's immediate family is going to move into the unit.

(.8) The tenant refuses to agree to a proposed rent increase or other proposed changes to a lease (for example, a new no-pets policy, the elimination of parking, or charging more for utilities), but only if the following conditions have been met:

(A) The landlord has provided the tenant with the option to accept the proposed rent increase or proposed other change to the lease. The option shall be included in the notice required by subsection 11(a) ("Landlord Notice to Tenant of Rent Increase") or, if no notice is required by subsection (11) (a), in a notice provided to the tenant that comports with subsection (11)(a).

(B) The tenant must accept the option no later than fifteen (15) days prior to the expiration of the current lease, or else the tenant will be deemed to have declined the option. The tenant must accept the option in writing, by hand delivery or by first class United States mail with proof of mailing; provided that the tenant may accept the option by other means acceptable to the landlord so long as the landlord provides a receipt confirming that the acceptance has been received.

(C) The landlord intends and reasonably expects to apply the proposed rent increase or proposed change to the next tenant, if the current tenant rejects the proposed terms.

(.9) The owner of the premises will not be renting out the premises during upcoming renovations, but only if the following conditions have been met:

(A) The owner provides notice of non-renewal of the lease at least 60 days prior to the date the premises must be vacated.

(B) The owner returns to the tenant any outstanding security deposit as promptly as possible prior to the date of move-out, but in no instance later than provided for by Section 512 of The Landlord and Tenant Act of 1951, 68 P.S. §250.512

(C) The owner provides to the tenant the option to renew the tenancy at the market rental rate when the premises become available again for rental, other than for rental to a close family member.

(c) A landlord who has good cause to issue a notice to vacate or notice to terminate a lease

under subsection (a), above, shall notify the tenant in writing 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.

(d) A tenant shall have the right to challenge the determination of good cause in a court of competent jurisdiction or by filing a complaint with the Fair Housing Commission, with notice to the landlord, within fifteen (15) business days of the receipt of notice of good cause. The Commission, after investigation and hearing, as it deems appropriate, shall, as promptly as practicable prior to the expiration of the lease, issue such order as it deems appropriate.

(.1) No notice to vacate, notice of non-renewal or notice to terminate a lease shall be effective while a challenge to a determination of good cause is pending before the Commission, unless a court of competent jurisdiction finds that the challenge was filed in bad faith.

(e) Allegations of an owner, landlord, agent or property manager in support of a claim of good cause shall be presumed true if supported by any of the following:

(.1) *Time and date stamped video.*

(.2) *Time and date stamped photographs.*

(.3) *Police report with reliable information and corroborating police investigation.*

[(12)] (13) * * *

[(13)] (14) * * *

Explanation:

[Brackets] indicate matter deleted.

Italics indicate new matter added.