

Pennsylvania

Landlord - Tenant Laws Complete Guide



Pennsylvania Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Pennsylvania's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Pennsylvania.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: Landlords may require a sum not in excess of two months' rent to be deposited in escrow for the payment of damages to the leasehold premises and/or default in rent thereof during the first year of any lease. See statute for second and subsequent years.

Legal Statute:

- (a) No landlord may require a sum in excess of two months' rent to be deposited in escrow for the payment of damages to the leasehold premises and/or default in rent thereof during the first year of any lease.
- (b) During the second and subsequent years of the lease or during any renewal of the original lease the amount required to be deposited may not exceed one month's rent.
- (c) If, during the third or subsequent year of a lease, or during any renewal after the expiration of two years of tenancy, the landlord requires the one month's rent escrow provided herein, upon termination of the lease, or on surrender and acceptance of the leasehold premises, the escrow funds together with interest shall be returned to the tenant in accordance with sections 511.2 and 512.
- (d) Whenever a tenant has been in possession of premises for a period of five years or greater, any increase or increases in rent shall not require a concomitant increase in any security deposit.
- (e) This section applies only to the rental of residential property.
- (f) Any attempted waiver of this section by a tenant by contract or otherwise shall be void and unenforceable.

68 P.S. § 250.511a

1951, April 6, P.L. 69, art. V, § 511.1, added 1972, Dec. 29, P.L. 1698, No. 363, § 1.

Security Deposit Interest:

What This Means: Landlords are entitled to receive as administrative expenses - sum equal to one per cent per annum upon the security deposit, which shall be in lieu of all other administrative and custodial expenses.

Legal Statute:

(a) Except as otherwise provided in this section, all funds over one hundred dollars (\$100) deposited with a lessor to secure the execution of a rental agreement on residential property in accordance with section 511.1 and pursuant to any lease newly executed or reexecuted after the effective date of this act shall be deposited in an escrow account of an institution regulated by the Federal Reserve Board, the Federal Home Loan Bank Board, Comptroller of the Currency, or the Pennsylvania Department of Banking. When any funds are deposited in any escrow account, interest-bearing or noninterest-bearing, the lessor shall thereupon notify in writing each of the tenants making any such deposit, giving the name and address of the banking institution in which such deposits are held, and the amount of such deposits.

(b) Whenever any money is required to be deposited in an interest-bearing escrow savings account, in accordance with section 511.1, then the lessor shall be entitled to receive as administrative expenses, a sum equivalent to one per cent per annum upon the security money so deposited, which shall be in lieu of all other administrative and custodial expenses. The balance of the interest paid shall be the money of the tenant making the deposit and will be paid to said tenant annually upon the anniversary date of the commencement of his lease.

(c) The provisions of this section shall apply only after the second anniversary of the deposit of escrow funds.

68 P.S. § 250.511b

1951, April 6, P.L. 69, art. V, § 511.2, added 1972, Dec. 29, P.L. 1698, No. 363, § 1.

Separate Security Deposit Bank Account:

What This Means: A separate bank account is required. See statute for provisions.

Legal Statute:

Current through Pa Acts 2024-35, 2024-56

Section 250.511b - Interest on escrow funds held more than two years

(a) Except as otherwise provided in this section, all funds over one hundred dollars (\$100) deposited with a lessor to secure the execution of a rental agreement on residential property in accordance with section 511.1 and pursuant to any lease newly executed or reexecuted after the effective date of this act shall be deposited in an escrow account of an institution regulated by the Federal Reserve Board, the Federal Home Loan Bank Board, Comptroller of the Currency, or the Pennsylvania Department of Banking. When any funds are deposited in any escrow account, interest-bearing or noninterest-bearing, the lessor shall thereupon notify in

writing each of the tenants making any such deposit, giving the name and address of the banking institution in which such deposits are held, and the amount of such deposits.

(b) Whenever any money is required to be deposited in an interest-bearing escrow savings account, in accordance with section 511.1, then the lessor shall be entitled to receive as administrative expenses, a sum equivalent to one per cent per annum upon the security money so deposited, which shall be in lieu of all other administrative and custodial expenses. The balance of the interest paid shall be the money of the tenant making the deposit and will be paid to said tenant annually upon the anniversary date of the commencement of his lease.

(c) The provisions of this section shall apply only after the second anniversary of the deposit of escrow funds.

68 P.S. § 250.511b

1951, April 6, P.L. 69, art. V, § 511.2, added 1972, Dec. 29, P.L. 1698, No. 363, § 1.

Non-refundable fees:

What This Means: No statute.

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute.

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: The security deposit must be returned within 30 days of the termination of the lease or upon release and acceptance of the dwelling unit, whichever comes first.

Legal Statute:

(a) Every landlord shall within thirty days of termination of a lease or upon surrender and acceptance of the leasehold premises, whichever first occurs, provide a tenant with a written list of any damages to the leasehold premises for which the landlord claims the tenant is liable. Delivery of the list shall be accompanied by payment of the difference between any sum deposited in escrow, including any unpaid interest thereon, for the payment of damages to the leasehold premises and the actual amount of damages to the leasehold premises caused by the tenant. Nothing in this section shall preclude the landlord from refusing to return the escrow fund, including any unpaid interest thereon, for nonpayment of rent or for the breach of any other condition in the lease by the tenant.

(b) Any landlord who fails to provide a written list within thirty days as required in subsection (a), above, shall forfeit all rights to withhold any portion of sums held in escrow, including any unpaid interest thereon, or to bring suit against the tenant for damages to the leasehold premises.

(c) If the landlord fails to pay the tenant the difference between the sum deposited, including any unpaid interest thereon, and the actual damages to the leasehold premises caused by the tenant within thirty days after termination of the lease or surrender and acceptance of the leasehold premises, the landlord shall be liable in assumpsit to double the amount by which the sum deposited in escrow, including any unpaid interest thereon, exceeds the actual damages to the leasehold premises caused by the tenant as determined by any court of record or court not of record having jurisdiction in civil actions at law. The burden of proof of actual damages caused by the tenant to the leasehold premises shall be on the landlord.

(d) Any attempted waiver of this section by a tenant by contract or otherwise shall be void and unenforceable.

(e) Failure of the tenant to provide the landlord with his new address in writing upon termination of the lease or upon surrender and acceptance of the leasehold premises shall relieve the landlord from any liability under this section.

(f) This section shall apply only to residential leaseholds and not to commercial leaseholds.

Permitted Uses of the Deposit:

What This Means: Landlords must provide a tenant with a written list of any damages to the dwelling unit for which the landlord claims the tenant is liable. Delivery of the list must be accompanied by payment of the difference between any sum deposited in escrow, including any unpaid interest. The difference represents the payment of damages for the dwelling unit and the actual amount of damages to the dwelling unit caused by the tenant.

Legal Statute:

(a) Every landlord shall within thirty days of termination of a lease or upon surrender and acceptance of the leasehold premises, whichever first occurs, provide a tenant with a written list

of any damages to the leasehold premises for which the landlord claims the tenant is liable. Delivery of the list shall be accompanied by payment of the difference between any sum deposited in escrow, including any unpaid interest thereon, for the payment of damages to the leasehold premises and the actual amount of damages to the leasehold premises caused by the tenant. Nothing in this section shall preclude the landlord from refusing to return the escrow fund, including any unpaid interest thereon, for nonpayment of rent or for the breach of any other condition in the lease by the tenant.

(b) Any landlord who fails to provide a written list within thirty days as required in subsection (a), above, shall forfeit all rights to withhold any portion of sums held in escrow, including any unpaid interest thereon, or to bring suit against the tenant for damages to the leasehold premises.

(c) If the landlord fails to pay the tenant the difference between the sum deposited, including any unpaid interest thereon, and the actual damages to the leasehold premises caused by the tenant within thirty days after termination of the lease or surrender and acceptance of the leasehold premises, the landlord shall be liable in assumpsit to double the amount by which the sum deposited in escrow, including any unpaid interest thereon, exceeds the actual damages to the leasehold premises caused by the tenant as determined by any court of record or court not of record having jurisdiction in civil actions at law. The burden of proof of actual damages caused by the tenant to the leasehold premises shall be on the landlord.

(d) Any attempted waiver of this section by a tenant by contract or otherwise shall be void and unenforceable.

(e) Failure of the tenant to provide the landlord with his new address in writing upon termination of the lease or upon surrender and acceptance of the leasehold premises shall relieve the landlord from any liability under this section.

(f) This section shall apply only to residential leaseholds and not to commercial leaseholds.

Security Deposit can be Withheld:

What This Means: Delivery of the list must be accompanied by payment of the difference between any sum deposited in escrow, including any unpaid interest. The difference represents the payment of damages for the dwelling unit and the actual amount of damages to the dwelling unit caused by the tenant.

Legal Statute:

(a) Every landlord shall within thirty days of termination of a lease or upon surrender and acceptance of the leasehold premises, whichever first occurs, provide a tenant with a written list of any damages to the leasehold premises for which the landlord claims the tenant is liable. Delivery of the list shall be accompanied by payment of the difference between any sum deposited in escrow, including any unpaid interest thereon, for the payment of damages to the

leasehold premises and the actual amount of damages to the leasehold premises caused by the tenant. Nothing in this section shall preclude the landlord from refusing to return the escrow fund, including any unpaid interest thereon, for nonpayment of rent or for the breach of any other condition in the lease by the tenant.

(b) Any landlord who fails to provide a written list within thirty days as required in subsection (a), above, shall forfeit all rights to withhold any portion of sums held in escrow, including any unpaid interest thereon, or to bring suit against the tenant for damages to the leasehold premises.

(c) If the landlord fails to pay the tenant the difference between the sum deposited, including any unpaid interest thereon, and the actual damages to the leasehold premises caused by the tenant within thirty days after termination of the lease or surrender and acceptance of the leasehold premises, the landlord shall be liable in assumpsit to double the amount by which the sum deposited in escrow, including any unpaid interest thereon, exceeds the actual damages to the leasehold premises caused by the tenant as determined by any court of record or court not of record having jurisdiction in civil actions at law. The burden of proof of actual damages caused by the tenant to the leasehold premises shall be on the landlord.

(d) Any attempted waiver of this section by a tenant by contract or otherwise shall be void and unenforceable.

(e) Failure of the tenant to provide the landlord with his new address in writing upon termination of the lease or upon surrender and acceptance of the leasehold premises shall relieve the landlord from any liability under this section.

(f) This section shall apply only to residential leaseholds and not to commercial leaseholds.

68 P.S. § 250.512

1951, April 6, P.L. 69, art. V, § 512, added 1968, May 3, P.L. 107, No. 56, § 1. Amended 1972, Dec. 29, P.L. 1698, No. 363, § 2.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Landlords must provide a tenant with a written list of any damages to the dwelling unit for which the landlord claims the tenant is liable when returning the security deposit from escrow.

Legal Statute:

(a) Every landlord shall within thirty days of termination of a lease or upon surrender and acceptance of the leasehold premises, whichever first occurs, provide a tenant with a written list of any damages to the leasehold premises for which the landlord claims the tenant is liable. Delivery of the list shall be accompanied by payment of the difference between any sum

deposited in escrow, including any unpaid interest thereon, for the payment of damages to the leasehold premises and the actual amount of damages to the leasehold premises caused by the tenant. Nothing in this section shall preclude the landlord from refusing to return the escrow fund, including any unpaid interest thereon, for nonpayment of rent or for the breach of any other condition in the lease by the tenant.

(b) Any landlord who fails to provide a written list within thirty days as required in subsection (a), above, shall forfeit all rights to withhold any portion of sums held in escrow, including any unpaid interest thereon, or to bring suit against the tenant for damages to the leasehold premises.

(c) If the landlord fails to pay the tenant the difference between the sum deposited, including any unpaid interest thereon, and the actual damages to the leasehold premises caused by the tenant within thirty days after termination of the lease or surrender and acceptance of the leasehold premises, the landlord shall be liable in assumpsit to double the amount by which the sum deposited in escrow, including any unpaid interest thereon, exceeds the actual damages to the leasehold premises caused by the tenant as determined by any court of record or court not of record having jurisdiction in civil actions at law. The burden of proof of actual damages caused by the tenant to the leasehold premises shall be on the landlord.

(d) Any attempted waiver of this section by a tenant by contract or otherwise shall be void and unenforceable.

(e) Failure of the tenant to provide the landlord with his new address in writing upon termination of the lease or upon surrender and acceptance of the leasehold premises shall relieve the landlord from any liability under this section.

(f) This section shall apply only to residential leaseholds and not to commercial leaseholds.

68 P.S. § 250.512

1951, April 6, P.L. 69, art. V, § 512, added 1968, May 3, P.L. 107, No. 56, § 1. Amended 1972, Dec. 29, P.L. 1698, No. 363, § 2.

Receipt of Security Deposit:

What This Means: No statute.

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute.

Legal Statute:

No content available

Failure to Comply:

What This Means: Landlords who fail to provide a written list to the tenant within 30 days shall forfeit all rights to withhold any portion of the deposit, including any unpaid interest. If they fail to provide the remaining deposit, after withholdings, within 30 days, the landlord shall be liable to double the amount by which the sum deposited in escrow, including any unpaid interest.

Legal Statute:

(a) Every landlord shall within thirty days of termination of a lease or upon surrender and acceptance of the leasehold premises, whichever first occurs, provide a tenant with a written list of any damages to the leasehold premises for which the landlord claims the tenant is liable. Delivery of the list shall be accompanied by payment of the difference between any sum deposited in escrow, including any unpaid interest thereon, for the payment of damages to the leasehold premises and the actual amount of damages to the leasehold premises caused by the tenant. Nothing in this section shall preclude the landlord from refusing to return the escrow fund, including any unpaid interest thereon, for nonpayment of rent or for the breach of any other condition in the lease by the tenant.

(b) Any landlord who fails to provide a written list within thirty days as required in subsection (a), above, shall forfeit all rights to withhold any portion of sums held in escrow, including any unpaid interest thereon, or to bring suit against the tenant for damages to the leasehold premises.

(c) If the landlord fails to pay the tenant the difference between the sum deposited, including any unpaid interest thereon, and the actual damages to the leasehold premises caused by the tenant within thirty days after termination of the lease or surrender and acceptance of the leasehold premises, the landlord shall be liable in assumpsit to double the amount by which the sum deposited in escrow, including any unpaid interest thereon, exceeds the actual damages to the leasehold premises caused by the tenant as determined by any court of record or court not of record having jurisdiction in civil actions at law. The burden of proof of actual damages caused by the tenant to the leasehold premises shall be on the landlord.

(d) Any attempted waiver of this section by a tenant by contract or otherwise shall be void and unenforceable.

(e) Failure of the tenant to provide the landlord with his new address in writing upon termination of the lease or upon surrender and acceptance of the leasehold premises shall relieve the landlord from any liability under this section.

(f) This section shall apply only to residential leaseholds and not to commercial leaseholds.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No statute. Typically rent is paid at the beginning of the month.

Legal Statute:

No content available

Payment Methods:

What This Means: No statute.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: No statute.

Legal Statute:

No content available

Late Fees:

What This Means: No statute.

Legal Statute:

No content available

Application Fees:

What This Means: No statute.

Legal Statute:

No content available

Prepaid Rent:

What This Means: Landlords may only collect up to two (2) months' of prepaid rent for purposes of escrow for the initial lease year, with only one (1) month's rent in subsequent years.

Legal Statute:

(a) No landlord may require a sum in excess of two months' rent to be deposited in escrow for the payment of damages to the leasehold premises and/or default in rent thereof during the first year of any lease.

(b) During the second and subsequent years of the lease or during any renewal of the original lease the amount required to be deposited may not exceed one month's rent.

(c) If, during the third or subsequent year of a lease, or during any renewal after the expiration of two years of tenancy, the landlord requires the one month's rent escrow provided herein, upon termination of the lease, or on surrender and acceptance of the leasehold premises, the escrow funds together with interest shall be returned to the tenant in accordance with sections 511.2 and 512.

(d) Whenever a tenant has been in possession of premises for a period of five years or greater, any increase or increases in rent shall not require a concomitant increase in any security deposit.

(e) This section applies only to the rental of residential property.

(f) Any attempted waiver of this section by a tenant by contract or otherwise shall be void and unenforceable.

Returned Check Fees:

What This Means: Landlords can charge up to \$50 for a returned check fee for a rent payment. If the financial institution processing the bad check charges more than \$50, the landlord can charge the actual amount of the fee.

Legal Statute:

No content available

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Yes. Tenants have statutory rights to deduct the amount of any direct payments to the utility from any rent payments then or thereafter due. Tenants are protected against any retaliation by the landlord for exercising such statutory right; to recover money damages from the landlord for any such retaliation

Legal Statute:

Section 399.6 - Delivery and contents of first discontinuance notice to tenants

The notice required to be given to a tenant pursuant to section 3 shall be mailed or otherwise delivered to the address of each affected tenant. This notice must contain the following information:

- (1) the date on which the notice is rendered;
- (2) the date on or after which service will be discontinued;
- (3) the circumstances under which service to the affected tenant may be continued, specifically referring to the conditions set out in section 7;
- (4) the bill for the 30-day period preceding the notice to the tenants;
- (5) the statutory rights of a tenant to deduct the amount of any direct payment to the utility from any rent payments then or thereafter due; to be protected against any retaliation by the landlord for exercising such statutory right; to recover money damages from the landlord for any such retaliation;
- (6) that tenants may make payment to the utility on account of nonpayment by the landlord ratepayer only by check or money order drawn by the tenant to the order of the utility; and
- (7) a telephone number at the utility that a tenant may call to explain his rights.

The information in paragraphs (1) through (7) shall be posted by the utility in those common areas of the building or mobile home park where it is reasonably likely to be seen by the affected tenants. Any officer or employee of the utility may, at any reasonable time, enter the common hallways and common areas of such building to comply with the provisions of this section.

68 P.S. § 399.6

1978, Nov. 26, P.L. 1255, No. 299, § 6, imd. effective.

Tenant Allowed to Repair and Deduct Rent:

What This Means: No statute.

Legal Statute:

No content available

Self-Help Evictions:

What This Means: Not permitted.

Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: No statute.

Legal Statute:

No content available

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: No statute.

Legal Statute:

No content available

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: When the lease is for any term of one year or less (or for an indeterminate time), the notice shall specify that the tenant shall be removed within fifteen days from the date of service thereof. When the lease is for more than one year, then the tenant must be removed within thirty days from the date of service thereof.

Legal Statute:

(a) A landlord desirous of repossessing real property from a tenant except real property which is a mobile home space as defined in the act of November 24, 1976 (P.L. 1176, No. 261), known as the \"Mobile Home Park Rights Act,\" may notify, in writing, the tenant to remove from the same at the expiration of the time specified in the notice under the following circumstances, namely, (1) Upon the termination of a term of the tenant, (2) or upon forfeiture of the lease for breach of its conditions, (3) or upon the failure of the tenant, upon demand, to satisfy any rent reserved and due.

(b) Except as provided for in subsection (c), in case of the expiration of a term or of a forfeiture for breach of the conditions of the lease where the lease is for any term of one year or less or for an indeterminate time, the notice shall specify that the tenant shall remove within fifteen days from the date of service thereof, and when the lease is for more than one year, then within thirty days from the date of service thereof. In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice shall specify that the tenant shall remove within ten days from the date of the service thereof.

(c) In case of the expiration of a term or of a forfeiture for breach of the conditions of the lease involving a tenant of a mobile home park as defined in the \"Mobile Home Park Rights Act,\" where the lease is for any term of less than one year or for an indeterminate time, the notice shall specify that the tenant shall remove within thirty days from the date of service thereof, and when the lease is for one year or more, then within three months from the date of service thereof. In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice, if given on or after April first and before September first, shall specify that the tenant shall remove within fifteen days from the date of the service thereof, and if given on or after September first and before April first, then within thirty days from the date of the service thereof.

(c.1) The owner of a mobile home park shall not be entitled to recovery of the mobile home space upon the termination of a lease with a resident regardless of the term of the lease if the resident: (1) is complying with the rules of the mobile home park; and (2) is paying the rent due; and (3) desires to continue living in the mobile home park.

(c.2) The only basis for the recovery of a mobile home space by an owner of a mobile home park shall be: (1) When a resident is legally evicted as provided under section 3 of the "Mobile Home Park Rights Act." (2) When the owner and resident mutually agree in writing to the termination of a lease. (3) At the expiration of a lease, if the resident determines that he no longer desires to reside in the park and so notifies the owner in writing.

(d) In case of termination due to the provisions of section 505-A, the notice shall specify that the tenant shall remove within ten days from the date of service thereof.

(e) The notice above provided for may be for a lesser time or may be waived by the tenant if the lease so provides.

(f) The notice provided for in this section may be served personally on the tenant, or by leaving the same at the principal building upon the premises, or by posting the same conspicuously on the leased premises.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: When the lease is for any term of one year or less (or for an indeterminate time), the notice shall specify that the tenant shall be removed within fifteen days from the date of service thereof.

Legal Statute:

(a) A landlord desirous of repossessing real property from a tenant except real property which is a mobile home space as defined in the act of November 24, 1976 (P.L. 1176, No. 261), known as the "Mobile Home Park Rights Act," may notify, in writing, the tenant to remove from the same at the expiration of the time specified in the notice under the following circumstances, namely, (1) Upon the termination of a term of the tenant, (2) or upon forfeiture of the lease for breach of its conditions, (3) or upon the failure of the tenant, upon demand, to satisfy any rent reserved and due.

(b) Except as provided for in subsection (c), in case of the expiration of a term or of a forfeiture for breach of the conditions of the lease where the lease is for any term of one year or less or for an indeterminate time, the notice shall specify that the tenant shall remove within fifteen days from the date of service thereof, and when the lease is for more than one year, then within thirty days from the date of service thereof. In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice shall specify that the tenant shall remove within ten days from the date of the service thereof.

(c) In case of the expiration of a term or of a forfeiture for breach of the conditions of the lease involving a tenant of a mobile home park as defined in the "Mobile Home Park Rights Act," where the lease is for any term of less than one year or for an indeterminate time, the notice shall specify that the tenant shall remove within thirty days from the date of service thereof, and

when the lease is for one year or more, then within three months from the date of service thereof. In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice, if given on or after April first and before September first, shall specify that the tenant shall remove within fifteen days from the date of the service thereof, and if given on or after September first and before April first, then within thirty days from the date of the service thereof.

(c.1) The owner of a mobile home park shall not be entitled to recovery of the mobile home space upon the termination of a lease with a resident regardless of the term of the lease if the resident:

(1) is complying with the rules of the mobile home park; and

(2) is paying the rent due; and

(3) desires to continue living in the mobile home park.

(c.2) The only basis for the recovery of a mobile home space by an owner of a mobile home park shall be:

(1) When a resident is legally evicted as provided under section 3 of the "Mobile Home Park Rights Act."

(2) When the owner and resident mutually agree in writing to the termination of a lease.

(3) At the expiration of a lease, if the resident determines that he no longer desires to reside in the park and so notifies the owner in writing.

(d) In case of termination due to the provisions of section 505-A, the notice shall specify that the tenant shall remove within ten days from the date of service thereof.

(e) The notice above provided for may be for a lesser time or may be waived by the tenant if the lease so provides.

(f) The notice provided for in this section may be served personally on the tenant, or by leaving the same at the principal building upon the premises, or by posting the same conspicuously on the leased premises.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: No statute.

Legal Statute:

No content available

Notice to Terminate Lease due to Sale of Property:

What This Means: No statute.

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: In case of failure of the tenant, upon demand, to pay any rent reserved and due, the notice must indicate that the tenant must vacate within ten (10) days from the date of the notice.

Legal Statute:

(a) A landlord desirous of repossessing real property from a tenant except real property which is a mobile home space as defined in the act of November 24, 1976 (P.L. 1176, No. 261), known as the "Mobile Home Park Rights Act," may notify, in writing, the tenant to remove from the same at the expiration of the time specified in the notice under the following circumstances, namely, (1) Upon the termination of a term of the tenant, (2) or upon forfeiture of the lease for breach of its conditions, (3) or upon the failure of the tenant, upon demand, to satisfy any rent reserved and due.

(b) Except as provided for in subsection (c), in case of the expiration of a term or of a forfeiture for breach of the conditions of the lease where the lease is for any term of one year or less or for an indeterminate time, the notice shall specify that the tenant shall remove within fifteen days from the date of service thereof, and when the lease is for more than one year, then within thirty days from the date of service thereof. In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice shall specify that the tenant shall remove within ten days from the date of the service thereof.

(c) In case of the expiration of a term or of a forfeiture for breach of the conditions of the lease involving a tenant of a mobile home park as defined in the "Mobile Home Park Rights Act," where the lease is for any term of less than one year or for an indeterminate time, the notice shall specify that the tenant shall remove within thirty days from the date of service thereof, and when the lease is for one year or more, then within three months from the date of service thereof. In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice, if given on or after April first and before September first, shall specify that the tenant shall remove within fifteen days from the date of the service thereof, and if given on or after September first and before April first, then within thirty days from the date of the service thereof.

(c.1) The owner of a mobile home park shall not be entitled to recovery of the mobile home space upon the termination of a lease with a resident regardless of the term of the lease if the resident:

(1) is complying with the rules of the mobile home park; and

(2) is paying the rent due; and

(3) desires to continue living in the mobile home park.

(c.2) The only basis for the recovery of a mobile home space by an owner of a mobile home park shall be:

(1) When a resident is legally evicted as provided under section 3 of the "Mobile Home Park Rights Act."

(2) When the owner and resident mutually agree in writing to the termination of a lease.

(3) At the expiration of a lease, if the resident determines that he no longer desires to reside in the park and so notifies the owner in writing.

(d) In case of termination due to the provisions of section 505-A, the notice shall specify that the tenant shall remove within ten days from the date of service thereof.

(e) The notice above provided for may be for a lesser time or may be waived by the tenant if the lease so provides.

(f) The notice provided for in this section may be served personally on the tenant, or by leaving the same at the principal building upon the premises, or by posting the same conspicuously on the leased premises.

68 P.S. § 250.501

1951, April 6, P.L. 69, art. V, § 501. Affected 1978, April 28, P.L. 202, No. 53, § 2(a) [1271], effective 6/27/1978. Amended 1990, Dec. 20, P.L. 1465, No. 221, § 1, effective in 60 days;

1995, July 6, P.L. 261, No. 36, § 2, effective in 60 days; 1996, July 2, P.L. 474, No. 74, § 2, effective in 60 days.

Notice for Lease Violation:

What This Means: No statute.

Legal Statute:

No content available

Required Notice before Entry:

What This Means: There is no exact time specified, but it is recommended to provide 24 hours' notice or more.

Legal Statute:

No content available

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: No statute.

Legal Statute:

No content available

Emergency Entry Allowed without Notice:

What This Means: No statute.

Legal Statute:

No content available

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute.

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: No statute.

Legal Statute:

No content available

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: No statute.

Legal Statute:

No content available

Utility Shut-offs Allowed:

What This Means: No statute.

Legal Statute:

No content available

Electronic Notices Allowed:

What This Means: no

Legal Statute:

No content available

Quick Reference Guide

Key Pennsylvania Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Pennsylvania.

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Links To Statutes

- [68 Pa. Stat. § 250.511a](#) – Escrow funds limited
- [68 Pa. Stat. § 250.512](#) – Recovery of improperly held escrow funds
- [68 Pa. Stat. § 250.511b\(b\)](#) – Interest on escrow funds held more than two years
- [68 Pa. Stat. § 250.511b](#) – Interest on escrow funds held more than two years
- [68 Pa. Stat. § 250.206](#) – Statement of escrowed funds
- [68 Pa. Stat. § 250.501\(b\)](#) – Notice to quit
- [68 Pa. Stat. § 250.205](#) – Participation in tenants' association
- [42 Pa. C.S. § 1123](#) – Jurisdiction and venue
- [68 Pa. Stat. § 399.6](#) – Delivery and contents of first discontinuance notice to tenants
- [Pa. Stat. Ann. tit. 68 § 250.101](#) – Short title
- [Philadelphia Code 9-804](#) – Domestic Violence

- [Pa. Stat. Ann. tit. 68 § 250.502-A](#) – Landlord's duties