

Eviction from Residential Property for Nonpayment of Rent

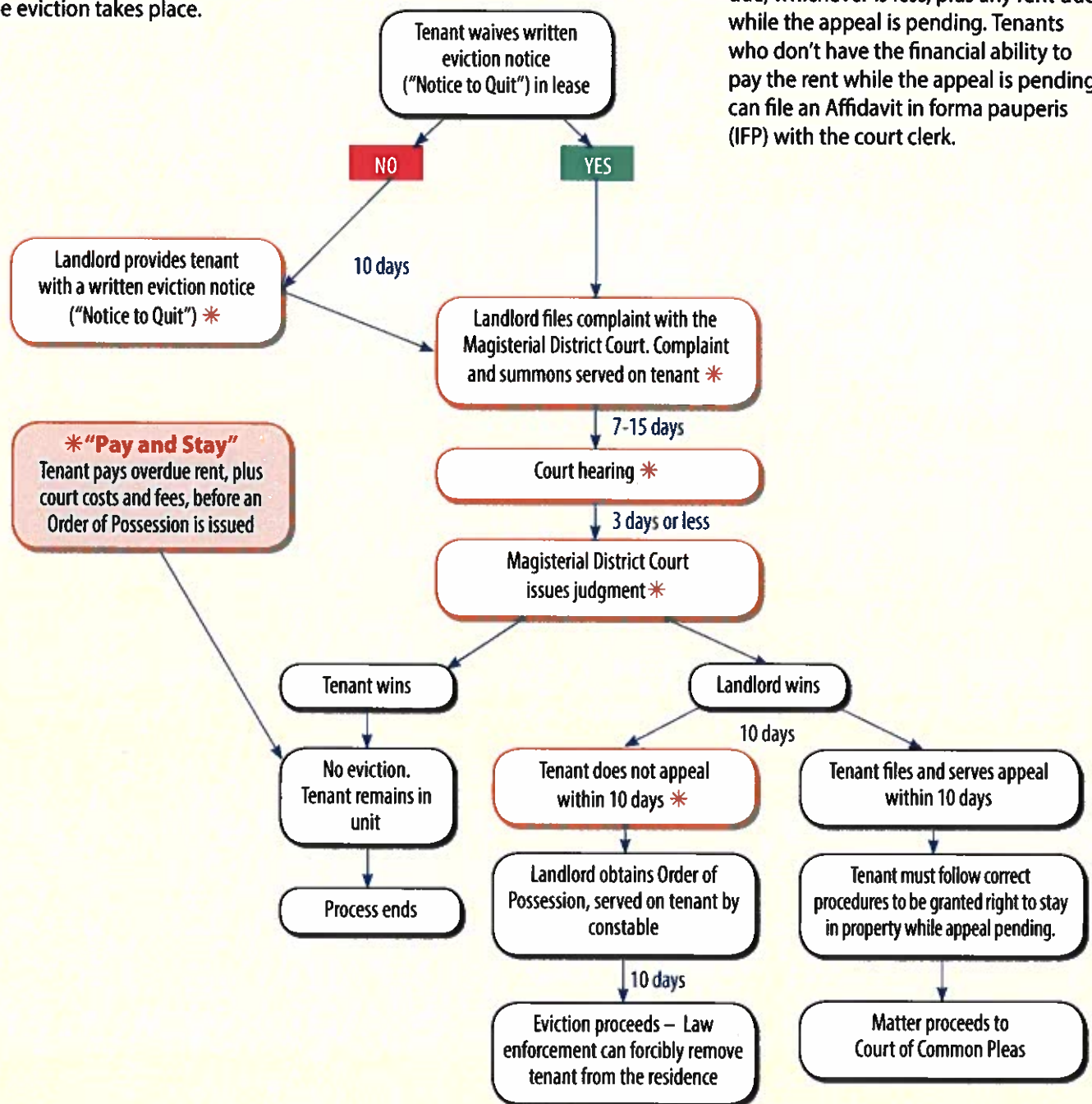
(All Pennsylvania counties, except Philadelphia)

If the lease term ends or if you as the tenant break the lease agreement and you don't move out voluntarily, the landlord can evict you through a court process.

If the eviction is only for not paying rent, you can "pay and stay." This means you may stay in the rental property if you pay the rent that is owed, plus court costs and late fees, at any time before the eviction takes place.

The landlord starts the eviction by providing a written eviction notice. You can waive this notice in writing. Such an agreement is often called a "Waiver of Notice to Quit." For failure to pay rent, 10 days' notice is required. (For other lease violations, the notice must be 15 days for leases of less than a year and 30 days for leases of more than a year.)

Once the notice of time expires or if you waive the right to notice, the landlord may file an eviction action in Magisterial District Court. If the judge orders the eviction, you have 10 days from the date of the judgment to file an appeal. If you want to remain in the home during the time of the appeal, you must pay three months' rent or the amount of rent the judge found to be due, whichever is less, plus any rent due while the appeal is pending. Tenants who don't have the financial ability to pay the rent while the appeal is pending can file an Affidavit in forma pauperis (IFP) with the court clerk.



The Pennsylvania Bar Association is making this information available as a public service. The information is meant to inform and not to advise. Individual facts in a given case may involve other laws not referred to here. Visit www.pabar.org to find the PBA's Consumer Legal Information Pamphlet series.