

CHAPTER 9-800. LANDLORD AND TENANT--RENT CONTROL

§9-804. Unfair Rental Practices.

(2) It shall be unlawful for any owner, landlord, agent or other person operating or managing premises to 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 in retaliation for:

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

(b) the filing of a complaint alleging a violation;

(c) The joining of any lawful organization, 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) the tenant's status as a victim of domestic violence provided the tenant has or promptly obtains an order for protection from domestic abuse pursuant to the Protection From Abuse Act (23 Pa.C.S. Ch.61) or upon written certification of abuse during the tenancy from a police officer, health care professional or professional domestic violence counselor. Notwithstanding the foregoing, the landlord or agent shall at the request of the victim made within 90 days of an incident of domestic violence either i) allow termination of the lease with 30 days notice regardless of the lease term, without an early termination penalty if the victim timely vacates the premises or, ii) if the victim remains at the premises, bifurcate the lease in order to evict, remove, or terminate the tenancy of the defendant/abuser who is a tenant or lawful occupant, without evicting, removing or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.*

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.