LANDLORD TENANT RED FLAGS

If you hear these red flags from your HIV+ clients, please encourage them to call the AIDS Law Project of Pennsylvania ASAP at (215) 587-9377 Monday – Friday 9:30 – 1 pm. PA residents only.


1. “My landlord / a lawyer sent me a letter with a deadline to get out” OR “I’m moving so I don’t get locked out” or “I got a letter saying I had to be out in 30 days, I don’t know what to do.”

Many tenants receive a Notice to Vacate and believe it means that if they don’t move by the date given, they will be locked out the day after the deadline. It is important for them to talk to a lawyer so they don’t move out prematurely. A lawyer can answer their questions and advise them that the Notice to Vacate is just the first step in the legal process and they have every legal right to stay past that deadline if they choose to - and their landlord cannot legally lock them out if they are still there after the Notice to Vacate deadline.

2. “My landlord will only accept cash and they won’t give me receipts/they stopped giving me receipts.”

This is a red flag that the landlord is probably not trustworthy and the client is MUCH more likely to face the possibility that the landlord will deny receiving rent if something goes wrong or has already gone wrong with the landlord tenant relationship. Encourage clients to get a rent receipt book, available at most dollar stores for under $1, and ask their landlord to fill it out the next time they give rent. If the landlord refuses to, the tenant MUST keep ATM receipts for the cash they withdrew for rent; take a picture on their phone of the cash, and if possible take a photo or short video of themselves giving the money to the landlord.

3. • The client complains that the landlord is a slumlord because s/he insist on getting the rent on time each month and never gives them a break
• The client thinks if they have a good reason, the landlord should understand if rent is late
• The client thinks that the landlord cannot take any action against them unless they are behind at least one month in rent

This is a red flag that the client is MUCH more likely to face the landlord wanting to end the landlord tenant relationship and file for eviction on the basis of nonpayment and/or breach of condition of the lease. It is perfectly legal in PA for a landlord to file for eviction for chronic late payments, on the basis that the tenant broke a condition of the lease by failing to pay the rent on time. In the same vein, landlords absolutely have the legal right to start the eviction process the day after the client fails to pay rent when it was due. Once the landlord starts the legal process, tenants are often responsible for legal costs, which tacks on hundreds of dollars for attorney fees and court costs.

Unfortunately, landlords have no legal duty to give tenants extra time to pay, even if the client has a death in the family, or gets sick and stops working, etc. Landlords who do give tenants extra time often get very upset if the tenant repeatedly has excuses for not paying rent, and are much less likely to negotiate to allow the client to stay once they start the legal process. It is important the client understands that the landlord is not being unfair or acting illegally by expecting rent to be paid the day it is due per the lease. However, problems can be avoided if the client is counseled to negotiate with their landlord for a rent payment date that matches the date they receive their Social Security check or paycheck.
4. **Client complains their rental needs repairs and the landlord is not making them**
   - Client thinks they don’t have the right to have the landlord make repairs because they accepted the property “as is”
   - Client thinks they are responsible for all repairs that cost less than $100, or another amount that is written in their lease

Tenants have the legal right to live in a habitable property, period. This is a right in PA called the “warranty of habitability” that overrides anything a lease may say. “Cosmetic” repairs are not required, such as painting an apartment. It is unfortunately very common for landlords to ignore tenant repair requests until a case manager or lawyer contacts them.

To protect their rights, tenants should always make repair requests in writing and keep a copy for themselves. They can contact the AIDS Law Project for help with this, or if they prefer to do it on their own, you can provide a sample letter (see in materials). Putting the request in writing isn’t just important for purposes of getting the repairs made. If the landlord takes legal action against the tenant, convincing a Judge that rent should be abated or that the landlord retaliated because of the unmade repairs is very difficult without written evidence of the repair request, as the landlord can and frequently does claim they didn’t know about it.

5. “**My landlord isn’t making repairs so I’m going to withhold rent because it’s my legal right**”

The law on withholding rent in PA is complicated. In addition, how the law is applied is HIGHLY fact-specific, so giving generic legal advice often doesn’t help the tenant as much as getting individualized legal advice. If a client says that they have withheld rent or plan to withhold rent, please strongly encourage them to contact the Law project for legal advice asap.

6. “**My landlord is taking me to court, but my landlord/the property manager/the lawyer told me I don’t need to go to the court hearing**”

This is a HUGE red flag. When tenants are told this, it is because either 1) their landlord wants to take advantage of their trust and win an easy judgment by default or 2) the landlord or property manager has told their lawyer that they have come to an agreement with the tenant about the case (payment plan, tenant moving out, etc) but due to miscommunication or a misunderstanding, the lawyer does not do what the landlord told the tenant would be done. The tenant ends up with a court result that does not match what they discussed with the landlord.

**Bottomline:** Always go to court! Always get legal help! A lawyer can contact the landlord’s lawyer and make sure the tenant’s rights are protected.

**Clients with mental illness and/or substance abuse issues often face additional challenges in the landlord tenant relationship.** They are more likely to face eviction for alleged behavior that disturbs others or is hazardous/illegal, or because they have not paid rent due to spending it on their addiction. If a client with mental illness or a substance abuse disorder mentions a problem with their landlord or other tenants/neighbors, please encourage them to contact the AIDS Law Project for legal advice. Earlier intervention almost always leads to better outcomes.