

C. COVID-19 PROTECTIONS AND DEFENSES

No Evictions (actual; lockout) until April 1, 2021 (as of March 11, 2021).

Emergency Housing Protections Act (“EHPA”) – if client has experienced a loss of income (whole or part) due to the COVID-19 pandemic and otherwise qualifies under the EHPA, the client should complete the EHPA form and provide it to the landlord. Client should keep a copy for themselves and provide a copy to you or VIP.

- **Eviction moratorium** – Residential Eviction Relief
 - During the COVID-19 emergency period, the only legal basis for evicting a residential tenant in Philadelphia shall be to cease or **prevent an imminent threat of harm** by the person being evicted, including physical harm or harassment, and it shall be unlawful for a landlord to take any steps in furtherance of recovering possession of a residential premises rented by the tenant on any other basis.
 - Some landlords included in their eviction complaint that the tenant was dangerous or committing crimes on the property and claimed that the eviction moratorium should not apply to the tenant for that reason. A hearing will be conducted on the issue.
- **Mandatory Hardship Repayment Agreement** - for residential tenants with a certified financial hardship as a result of the COVID-19 pandemic
 - All eviction complaints must show that the landlord provided the tenant with a copy of the Mandatory Hardship Certification Form
 - Tenant should complete the Mandatory Hardship Certification form and submit it to the landlord
 - Tenant will have to show proof of hardship in order to enter into the repayment plan
 - Payment Agreement
 - Starting September 1, 2020 – Full monthly rent + 30% of the full monthly rate of rent due during the COVID-19 emergency period, OR the total amount of past due rent divided by 9, whichever is less.
 - The balance must be paid off by September 30, 2021.

- However, landlords' attorneys have been agreeing to a similar structure with a later payoff date allowing for a full 9 months' payment plan
 - Requirements: Hardship certification *with documentation or explanation as to why documentation cannot be provided*
 - Repayment Agreement Calculator: <http://phltenanttools.org/#options>
 - Until October 1, 2021 (nine months after the last day of the COVID-19 emergency period), nonpayment of rent shall not be a legal basis to evict a tenant unless all of the following requirements have been met:
 - The landlord provided the tenant a notice that they might be eligible for a repayment agreement; and
 - The tenant has missed at least one recent rent payment OR the tenant missed a hardship payment and has more than 3 months of unpaid rent.
- **Late Fees**
 - The EHPA makes it unlawful for any landlord to charge or accept the payment of late fees, interest on back rent, or similar charges as a result of delinquent payment of rent with respect to a residential premises *during the retroactive emergency period through nine months after the last day of the COVID-19 emergency period (September 30, 2021), if a residential tenant occupying such premises has experienced a COVID-19 financial hardship*. Any residential lease purporting to impose such fees, interest, or charges for delinquent payment of rent shall be void and non-enforceable.
 - Any late fees paid during the retroactive period or emergency period will be applied to future rent.
 - A residential tenant may establish a presumption that such tenant has suffered a COVID-19 financial hardship by submitting a certificate of hardship to such tenant's landlord.
- **Eviction Diversion Program**
 - If the tenant submits the completed EHPA form to the landlord before the landlord files for eviction, the tenant and landlord must enter into the Eviction Diversion Program (a mediation program) to attempt to reach an agreement without having to go through the eviction process.

- If the tenant and landlord are unable to reach an agreement after completing the program, the landlord can then file for an eviction.
 - If the tenant did not receive the notice for the Eviction Diversion Program, they can assert it as a defense, however, it hasn't been a very strong defense
- **Illegal lockouts**
 - If the tenant is a victim of an illegal lockouts, then the tenant can sue the landlord for actual damages, reasonable attorney fees and court costs to the extent allowed by law with punitive damages not to exceed \$2,000 per violation
 - This part of the law is rather unclear. Some tenant advocates have argued that each day of the lockout is considered a new instance of violation.
 - Others have argued that if the tenant is illegally locked out, gets back into the property, and is locked out again, that is considered two violations. Some will take this further and make each day of the second lock out a new instance of violation.
 - Whichever you choose, either argument can be quite persuasive in negotiations for your client.
 - Any agreement allowing a landlord to use self-help eviction practices (illegal lockouts) is void.
 - The tenant can terminate the lease without penalty within 30 days of an illegal lockout.
 - If a tenant is locked out illegally, they can call the police if they feel comfortable doing so. The police can assist them with getting back into the property the quickest.
 - The tenant should keep something on their person that shows they lived at that address in order to prove that they have a legal right to be in the property.

CDC Moratorium

- **The CDC moratorium halts evictions that are a result of nonpayment of rent until March 31, 2021 if:**
 - **the tenant lost income due to COVID-19; and**

- **the tenant made their best efforts to get rental assistance; and**
- **the tenant made their best efforts to make partial payments; and**
- **the tenant expects to make less than \$99,000 in the year 2020; and**
- **the tenant would become homeless if evicted.**

- **Every adult listed on the lease must fill out the CDC Declaration and deliver it to the Landlord**

- **If the landlord already has a Writ of Possession, then it is a good idea to file a Petition to Stay with the CDC Form in Municipal Court to halt the eviction.**

§ 9-802. Definitions. 983

- (1) *Commission.* Fair Housing Commission.
- (2) *Family.* Shall have the meaning assigned in subsection [14-203\(115\)](#) of this Code.
- (3) *Multi-Family Building.* A building that serves as a residence for three or more families with each family occupying a single dwelling unit.
- (4) *Premises.* Any single, duplex or multi-family dwelling.
- (5) *Unfair Rental Practice.* Any act in violation of Section [9-804](#) or Section [9-809](#). **983.1**

Notes

983 Added, 1962 Ordinances, p. 89; amended, Bill No. [160018-AA](#) (approved April 26, 2016), effective June 25, 2016.

983.1 Amended, Bill No. [200294](#) (approved July 1, 2020); Bill No. [200295](#) (approved July 1, 2020); Bill No. [200302](#) (approved July 1, 2020); and Bill No. [200305](#) (approved July 1, 2020).

§ 9-804. Unfair Rental Practices. 985

(1) Whenever any premises are found in violation of any provision of The Philadelphia Code and a notice of violation has been issued by any department or agency of the City, it shall be unlawful for any owner, landlord, agent or other person operating or managing such premises to:

(a) terminate the lease with the existing tenant unless the tenant has failed to pay rent, committed a nuisance, committed waste or caused the premises to have been in such violation under The Philadelphia Code;

(b) offer, tender, give, exchange or transfer possession or the right to possession to any person not in possession of the premises upon any terms or conditions until the violation has been corrected; or

(c) make, alter, amend or modify any term or condition of any existing lease or arrangement of tenancy with any person in possession of the premises at the time notice of violation is issued until the violation has been corrected;

(d) make, alter, amend or modify any term or condition of any existing lease or arrangement of tenancy with any tenant for a period of one year after correction of any violations where the action against the tenant is intended to collect the cost or value of

making any or all of the corrections necessary to comply with The Philadelphia Code and where also any violation has remained uncorrected, whether or not recorded by the Department of Licenses and Inspections, for a period of one year or more prior to the date of correction. The burden shall be on the landlord to show that the violation has not existed uncorrected for a period of one year or more prior to the date of correction in any legal proceeding in which the provisions of this ordinance shall be relevant.

(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) an incident of domestic violence or sexual assault in which a tenant was the victim, or a tenant's status as a victim of domestic violence or sexual assault. For purposes of this subsection (2)(d) the meaning of the terms "victim", "domestic violence" and "sexual assault" are as defined in Section [9-3201](#) of this Code. ⁹⁸⁶

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.

(3) The provisions of this Section shall not apply to:

(a) Any bona fide transfer of title incident to a sale of the premises, but any subsequent owner, landlord, agent or other person operating or managing such premises shall be subject to the provisions of this Chapter.

(b) Any owner, landlord or agent or other person operating or managing any premises against which a notice of violation has been issued who desires to terminate an existing occupancy in order that the premises may be rehabilitated and the violation cured, and the Department of Licenses and Inspections issues a certification that such work requires that the premises be vacated.

(4) No owner, landlord, agent or other person operating or managing any premises shall unlawfully retain any security deposit, however styled in a lease.

(5) No owner, landlord, agent or other person operating or managing any premises shall accept any rental payment under any written lease on the premises until he has given a fully executed copy of the lease to all the parties to the lease.

(6) The owner, landlord, agent or other person operating or managing the premises shall, at the request of a tenant who is a victim of domestic violence or sexual assault, permit the tenant to terminate the lease regardless of the lease term and without penalty for early termination provided: [987](#)

(a) the request is made, in writing, within ninety (90) days of (i) the reporting of an incident of domestic violence or sexual assault, (ii) the issuance of a protection from abuse order or (iii) the approval of a consent agreement, and at least thirty (30) days before the requested termination date;

(b) the victim vacates the premises no later than the early termination date; and

(c) at the time the request is made for termination of the lease, the tenant provides:

(.1) a court order or approved consent agreement for protection from abuse pursuant to the Protection from Abuse Act, Act of December 19, 1990, P.L. 1240, No. 206, § 2 (23 Pa. C.S. §§ 6101 et seq.);

(.2) an incident report from the Police Department stating that a domestic abuse or sexual assault complaint was filed by the tenant; or

(.3) written certification from a health care professional or professional guidance counselor, licensed under the laws of the Commonwealth of Pennsylvania, or a victim's services organization, as defined in Section [9-3201](#) of this Code, stating that the tenant sought assistance as a victim of domestic violence or sexual assault.

(7) If the abuser or perpetrator of the domestic violence or sexual assault is a cotenant, the owner, landlord, agent or other person operating or managing the premises may, upon the victim's request, bifurcate the lease in order to evict the abuser or perpetrator of the domestic violence or sexual assault, while allowing the victim to remain in the premises provided the victim's request complies with (6)(a) and (c) of this Section. [988](#)

The provisions of subsections (6) and (7) shall be implied in all leases and made a written term in all leases reduced to writing for any lease executed or renewed after the effective date of this Section.

(8) All terms and conditions of the lease remain in effect until the date of termination or bifurcation. If any tenant wishes to inhabit the leased premises after early termination or bifurcation, a new lease with the landlord must be executed. [989](#)

(9) Nothing in subsection (6) or (7) limits the authority of the landlord, owner, agent or other person operating or managing the premises to evict a tenant, who is the victim of domestic or sexual violence, for any violation of a lease other than one premised on the act or acts of violence in question against such tenant, provided that, in determining whether to evict, the landlord, owner, agent or other person operating or managing the premises does not apply a more demanding standard, than that applied to other tenants who are not victims of domestic or sexual violence. [990](#)

(10) Nothing in subsection (6) or (7) changes the authority of any court to evict an abuser under the Pennsylvania Protection from Abuse Act, Act of December 19, 1990, P.L. 1240, No. 206, § 2 (23 Pa. C.S. §§ 6101 et seq.). [991](#)

(11) *Notice Requirement.* [992](#)

(a) *Landlord Notice to Tenant of Rent Increase.* Unless the lease provides a longer period of time for the landlord to notify the tenant that the tenant's rent will be increased at the end of a residential tenancy, the following notice requirements shall apply: At least 60 days prior to the effective date of a rent increase where a residential tenancy is one year or more, and at least 30 days prior to the effective date of a rent increase where a residential tenancy is less than one year, the landlord shall notify the tenant of the following: (i) the amount of the rent increase; (ii) the effective date of the rent increase; and (iii) the new payment amount. The landlord shall provide such notice, in writing, by hand delivery or by first class United States mail with proof of mailing.

(b) *Tenant Notice to Landlord of Non-Renewal of Lease.* For any residential tenancy of one year or more, if the tenant has received timely notice of a rent increase under subsection (11)(a), and if the tenant will not renew the lease at the end of the lease term, the tenant shall notify the landlord of the non-renewal, within 30 days after receiving notice of a rent increase. The tenant shall provide such notice, in writing, by hand delivery or by first class United States mail with proof of mailing.

This subsection (11) shall not apply to any property under the jurisdiction of the Department of Housing and Urban Development.

(c) The provisions of this subsection (11) shall apply to any residential lease that is executed or renewed after the effective date of this subsection.

(12) *Good cause required.* [993](#)

(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 subsection (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.

(b) Reserved. [994](#)

(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.

(13) Self-Help Eviction. For the purposes of enforcement of Philadelphia Code [Chapter 9-1600](#), Prohibition Against Unlawful Eviction Practices, any action by a landlord, or an agent or any other person on behalf of a landlord, in violation of Section [9-1603](#) is considered an unfair rental practice under this Section [9-804](#). [994.1](#)

(14) Any person aggrieved under the provisions of this Section may file a complaint with the Fair Housing Commission or may allege any violations in an initial pleading or, where appropriate, in a responsive pleading in a court of competent jurisdiction. [995](#)

(15) No provision of this Section can be waived or made subject to a contract between the parties depriving a tenant of the benefits of this Section. [996](#)

Notes

- [985](#) Added, 1962 Ordinances, p. 89.
- [986](#) Added, Bill No. [110498](#) (approved October 26, 2011), effective December 25, 2011.
- [987](#) Added, Bill No. [110498](#) (approved October 26, 2011), effective December 25, 2011.
- [988](#) Added, Bill No. [110498](#) (approved October 26, 2011), effective December 25, 2011.
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- [991](#) Added, Bill No. [110498](#) (approved October 26, 2011), effective December 25, 2011.
- [992](#) Added, Bill No. [140716-A](#) (approved December 1, 2015), effective January 30, 2016.

- 993 Added, Bill No. [170854-A](#) (approved January 22, 2019).
- 994 Enrolled bill did not include a subsection (b); reserved subsection added at the discretion of the Code editor.
- 994.1 Amended, Bill No. [200304](#) (approved July 1, 2020).
- 995 Added, Bill No. [110498](#) (approved October 26, 2011), effective December 25, 2011; renumbered, Bill No. [140716-A](#) (approved December 1, 2015), effective January 30, 2016; renumbered, Bill No. [170854-A](#) (approved January 22, 2019); renumbered, Bill No. [200304](#) (approved July 1, 2020).
- 996 Renumbered, Bill No. [110498](#) (approved October 26, 2011), effective December 25, 2011; renumbered, Bill No. [140716-A](#) (approved December 1, 2015), effective January 30, 2016; renumbered, Bill No. [170854-A](#) (approved January 22, 2019); renumbered, Bill No. [200304](#) (approved July 1, 2020).

§ 9-807. Penalty. [999](#)

(1) Any person violating an order of the Commission or any provision of this Chapter shall be guilty of a Class III offense, and shall be subject to a fine as set forth in subsection [1-109](#)(3).

Notes

- 999 Added, 1962 Ordinances, p. 89; amended, Bill No. 758 (approved July 24, 1995), 1995 Ordinances, p. 1081; renumbered, Bill No. [160018-AA](#) (approved April 26, 2016), effective June 25, 2016; amended, Bill No. [200304](#) (approved July 1, 2020).

§ 9-809. COVID-19 Emergency Housing Protections. [1001.1](#)

(1) *Definitions.* The following definitions apply to this Section [9-809](#) only:

(a) *Certification of Hardship.* [1001.2](#) Either a signed copy of the Declaration Under Penalty of Perjury for the Centers for Disease Control and Prevention's Temporary Halt in Evictions to Prevent Further Spread of COVID-19, OMB Control No. 0920-1303, ("CDC eviction declaration"), or a signed written statement, which may be signed by use of a typed electronic signature and provided electronically or may be provided in hard copy, that is subject to the provisions of Section [1-108](#) of the Code (Certification), and is submitted by an individual with personal knowledge of the facts set forth therein stating, at minimum, as

follows, provided that any initial statements may be further supplemented with additional explanation, facts, or support at any time:

(.1) In the case of a residential tenant, that a residential tenant has lost income due to the pandemic and setting forth facts that provide an explanation of the COVID-19 financial hardship suffered.

(.2) In the case of a commercial tenant, that a small business has suffered a small business financial hardship and setting forth facts supporting such financial hardship.

(b) *COVID-19 emergency period.* The period beginning on the date the ordinance adding Section [9-809](#) to the Code becomes law and ending August 31, 2020.

(b.1) *COVID-19 first extended emergency period.* The period beginning September 1, 2020 and ending December 31, 2020. [1001.3](#)

(b.2) *COVID-19 inclusive emergency period.* The period beginning March 1, 2020 and ending December 31, 2020. [1001.4](#)

(c) *COVID-19 financial hardship.* A tenant's or tenant's household member's loss of income due to any one or more of the following during the COVID-19 inclusive emergency period: [1001.5](#)

(.1) A diagnosis of the disease caused by the 2019 novel Coronavirus, known as COVID-19.

(.2) The need to quarantine or self-quarantine due to the advice of a health care provider; due to symptoms of COVID-19, such as fever, dry cough, or shortness of breath; after the return of an individual to the United States after travel to a Tier 2 or Tier 3 country as defined by the United States Center for Disease Control ("CDC") with respect to COVID-19; or as the result of having come into contact with an individual who has been diagnosed with COVID-19.

(.3) The need to care for a family member or a member of the tenant's household as the result of such family or household member's diagnosis of COVID-19 or self-quarantine for purposes described in subsection [9-809\(1\)\(c\)\(.2\)](#).

(.4) The need to care for a family member of a member of the tenant's household as the result of the closure of a school, daycare, adult care facility, or other care facility where care would otherwise be provided for such family or household member.

(.5) The inability to work as the result of a requirement by the Governor, the Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner that businesses, or a particular type of business, must remain closed.

(.6) The inability to work as the result of such tenant or such tenant's household member being at a greater risk of harm than the general population if such person or such person's household member contracts COVID-19, such as those with compromised immune systems, the elderly, or those who have self-quarantined as the result of the recommendation of a health care professional, the CDC, the Governor, the Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner.

(.7) The inability to work as a result of a requirement by the Governor, the Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner that residents of certain areas of the Commonwealth must not travel, and such travel would be necessary to report to work.

(.8) The loss of a job, the reduction of work hours offered to such tenant or such tenant's household member, or a reduction in the salary or hourly wage paid to such tenant or such tenant's household member, whether permanent or temporary.

(.9) The inability to commence or obtain employment.

(.10) The need to financially support a family member due to the family member or a household member of such family member's loss of income for any one or more of the reasons set forth in this subsection [9-809\(1\)\(c\)](#).

(d) *Landlord.* An owner of a rental premises and any agent, or other person, operating or managing a rental premise on behalf of an owner.

(e) *Retroactive emergency period.* The period beginning March 1, 2020 and continuing through the effective date of the ordinance adding this Section [9-809](#) to the Code.

(f) *Small business.* A person that employs fewer than 100 total employees, wherever located, whether within the City of Philadelphia or elsewhere.

(g) *Small business financial hardship.* A small business's documented loss of income due to one or more of the following during the COVID-19 emergency period or the retroactive emergency period:

(.1) A requirement or recommendation by the Governor, the Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner that businesses in a particular area, or a particular type of business, remain fully or partially closed.

(.2) The owner or operator, a key employee, or a significant number of employees of the small business being unable to work as a result of the circumstances set forth in subsections [9-809\(1\)\(c\)\(.1\)](#), (.2), (.3), (.4), (.6), or (.7).

(.3) The loss of customers or reduction of business from customers as a result of the COVID-19 pandemic, or related recommendations or requirements of the Governor, the

Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner.

(2) *Purpose.* This Section [9-809](#) shall apply in addition to any other provisions in this [Chapter 9-800](#), or any provisions of a lease entered into between a tenant and landlord. If the provisions of this Section [9-809](#) conflict with any other provisions of [Chapter 9-800](#) or the provisions of any lease that otherwise governs a landlord tenant relationship, the provisions of this Section [9-809](#) shall control.

(3) *Residential Eviction Relief.* [1001.6](#) During the COVID-19 emergency period the only legal basis for evicting a residential tenant in Philadelphia shall be to cease or prevent an imminent threat of harm by the person being evicted, including physical harm or harassment, and it shall be unlawful for a landlord to take any steps in furtherance of recovering possession of a residential premises rented by a tenant on any other basis.

(4) *Commercial Eviction Relief.* [1001.7](#) If any person has provided the landlord with a certification of hardship, during the COVID-19 emergency period the only legal basis for evicting a small business that is a commercial tenant in Philadelphia shall be to cease or prevent an imminent threat of harm by the person being evicted, including physical harm or harassment, and it shall be unlawful for a landlord to take any steps in furtherance of recovering possession of a commercial premises rented by such small business on any other basis.

(5) *Eviction Diversion Program.* [1001.8](#)

(a) The Commission, or such other City department or office as the Mayor may designate, is authorized to establish a residential eviction diversion program to facilitate dispute resolution between landlords and tenants, which may include one or more of the following:

(.1) A conciliation conference between a landlord and tenant that has experienced a COVID-19 financial hardship to mediate an agreement for asserted residential lease violations.

(.2) A designated mediator and housing counselor that participates in the conciliation conference.

(.3) A designated housing counselor that engages with the tenant prior to the conciliation conference to educate and discuss available resources.

(.4) Any other dispute resolution methods established by the residential eviction diversion program.

(b) Beginning September 1, 2020, so long as the City is running a eviction diversion program consistent with this subsection [9-809\(5\)](#), no landlord shall take steps in

furtherance of recovering possession of a residential property occupied by a tenant who has suffered a COVID-19 financial hardship other than providing a notice required under this Section [9-809](#) without first completing the eviction diversion program, unless one of the following requirements are met:

(.1) Eviction is necessary to cease or prevent an imminent threat of harm by the person being evicted, including physical harm or harassment; or

(.2) The landlord has provided the affected tenants notice of such tenants' rights under this Section [9-809](#), the landlord has registered with the eviction diversion program; and thirty (30) days has passed both from the date the landlord provided the required notice of tenants' rights and the landlord properly registered with the eviction diversion program; provided that such landlord shall thereafter continue to participate in the eviction diversion program.

(.3) This subsection (5)(b) expires on March 31, 2021.

(6) *Temporary Waiver of Certain Fees.* [1001.9](#)

(a) It shall be unlawful for any landlord to charge or accept the payment of late fees, interest on back rent, or similar charges as the result of delinquent payment of rent with respect to a residential premises during the retroactive emergency period through nine months after the last day of the COVID-19 first extended emergency period, if a residential tenant occupying such premises has experienced a COVID-19 financial hardship. Any residential lease provision purporting to impose such fees, interest, or charges for delinquent payment of rent shall be void and non-enforceable.

(b) A residential tenant may establish a presumption that such tenant has suffered a COVID-19 financial hardship by submitting a certification of hardship to such tenant's landlord.

(c) Any fees, interest, or similar charges, submitted by a tenant during the COVID-19 inclusive emergency period that are prohibited under subsection (6)(a), "Temporary Waiver of Certain Fees", shall be credited first against any future rent, and if there is no such other rent, against any other financial obligations owed by such residential tenant to such tenant's landlord.

(7) *Mandatory Hardship Repayment Agreement for Residential Tenants with a Certified Financial Hardship as the Result of the COVID-19 Pandemic.* [1001.10](#)

(a) *Financial Hardship.* Except as provided in subsection (7)(g) below, any residential tenant that has suffered a COVID-19 financial hardship during the COVID-19 inclusive emergency period and has failed to pay rent as normally due at any point prior to the end of the COVID-19 inclusive emergency period shall have the right to enter into a mandatory

hardship repayment agreement as specified in subsections (7)(b.1) or (b.2) below, as applicable, without incurring any penalty. Such tenant shall be considered in full compliance with any payment obligations under such tenant's lease, and any associated payment agreements, provided such tenant provides such tenant's landlord the following and thereafter enters into a hardship repayment agreement:

(.1) A certification of hardship; and

(.2) Documentary evidence of the loss of income or increases in expenses the tenant has incurred during the COVID-19 inclusive emergency period as a result of such tenant's COVID-19 financial hardship, or if such documentation cannot be reasonably provided, a further certification explaining why such documentation is not available which may be signed by use of a typed electronic signature and provided electronically or may be provided in hard copy, that is subject to the provisions of Section [1-108](#) of the Code (Certification), provided the requirement in this subsection (7)(a)(.2) does not apply if the tenant has provided the landlord a signed CDC eviction declaration.

(b) *Hardship Repayment Agreement.* Any landlord whose residential tenant qualifies for a hardship repayment agreement pursuant to this subsection (7) shall enter into a repayment agreement with such tenant to pay past due rent pursuant to the following terms set forth in subsections (b.1) or (b.2), as applicable.

(b.1) With respect to a tenant who has entered into a mandatory hardship repayment agreement before the date the ordinance adding this subsection (b.1) becomes law:

(.1) The tenant shall pay the full amount of past due rent to the landlord by May 31, 2021.

(.2) Beginning the first day of the month following the COVID-19 emergency period or the date the tenant enters into the repayment agreement, whichever is later, and every month thereafter, the tenant shall pay:

(a) The full monthly rate of rent as normally due; plus

(b) At a minimum, the lesser of the following: thirty percent (30%) of the full monthly rate of rent due during the COVID-19 emergency period or the total amount of past due rent divided by nine (9).

(.3) No late fees or other charges related to past due rent may be charged from March 1, 2020 through the later of May 31, 2021, or the date any restrictions related to the charging or acceptance of late fees, interest, or similar charges provided by subsection [9-809\(6\)](#) have expired.

(.4) If the tenant does not renew or extend the term of the lease, at the end of the term of the lease, the landlord may apply any security deposit towards any past rent due.

(b.2) For tenants entering into a mandatory hardship repayment agreement under this subsection (7) on or after the date the ordinance adding this subsection (7)(b.2) becomes law:

(.1) The tenant shall pay the full amount of past due rent to the landlord by September 30, 2021.

(.2) Beginning the first day of the month following the first extended COVID-19 emergency period or the date the tenant enters into the repayment agreement, whichever is later, and every month thereafter, the tenant shall pay:

(a) The full monthly rate of rent as normally due; plus

(b) At a minimum, the lesser of the following: thirty percent (30%) of the full monthly rate of rent due during the COVID-19 inclusive emergency period or the total amount of outstanding past due rent divided by nine (9).

(.3) No late fees or other charges related to past due rent may be charged from March 1, 2020 through the later of September 30, 2021, or the date any restrictions related to the charging or acceptance of late fees, interest, or similar charges provided by subsection [9-809\(6\)](#) have expired.

(.4) If the tenant does not renew or extend the term of the lease, at the end of the term of the lease, the landlord may apply any security deposit towards any past rent due.

(c) *Prohibition on Hardship Repayment Agreements Reduced to Judgment.* It shall be unlawful for a landlord to require or request a residential tenant who has suffered a COVID-19 financial hardship to memorialize a hardship repayment agreement entered into pursuant to this subsection (7) in a judgment by agreement, consent order, a consent judgment, or similar court order.

(d) *Notice Required and Limitation on Eviction for Nonpayment of Past Due Rent.* In addition to any other limitations set forth under this Section [9-809](#), until October 1, 2021, the nonpayment of rent shall not be a legal basis to evict a tenant unless the following conditions are met:

(.1) With respect to a tenant that has not entered into a hardship repayment agreement or requested to enter into a hardship repayment agreement, the landlord has provided the tenant written notice regarding the tenant's rights under this subsection (7), "Mandatory Hardship Repayment Agreement for Tenants with a Certified Financial Hardship as the Result of the COVID-19 Pandemic", as provided under subsection (8), "Notice, Forms, and

Regulations" of this Section [9-809](#) at least thirty (30) days prior to the date a landlord takes any such action.

(2) With respect to a tenant who has the right to enter into a hardship repayment agreement and has requested to enter into such an agreement at any point prior to the end of the thirty (30) day notice period in subsection (7)(d)(1), above, but has not yet entered such an agreement, the eviction action is based on a failure to pay the ongoing monthly rate of rent as it is normally due after the end of the COVID-19 inclusive emergency period.

(3) With respect to a tenant who has entered into a hardship repayment agreement, the eviction action is either (a) based on a failure to pay the ongoing monthly rate of rent as it is normally due after the end of the COVID-19 inclusive emergency period; (b) the tenant is in arrears in an amount equal to four or more monthly payments required under subsection (7)(b.1); or (c) the tenant is in arrears in an amount equal to three or more monthly payments required under subsection (7)(b.2).

(e) In addition to any other limitations set forth under this Section [9-809](#), the Code, or any other applicable law, until October 1, 2021, it shall be unlawful for a landlord to take any steps in furtherance of recovering possession of a residential premises occupied by a tenant or a guest of a tenant, on any basis other than a legal basis for eviction. For the purposes of this subsection (7)(e), sending a notice required under this Section [9-809](#) or participating in an eviction diversion or mediation program established by the City shall not be considered taking steps in furtherance of recovering possession of a residential premises.

(f) *Forms.* The Commission, or such other City department or office as the Mayor may designate, is authorized to create a form to be used by landlords and tenants entering into a hardship repayment agreement as provided for under subsection (7)(a) and a form for notice under subsection (7)(c).

(g) This subsection (7), shall not apply if one or more of the following conditions are applicable to the residential tenant, or the residential premises occupied:

(1) The tenant receives a federal housing subsidy pursuant to 42 U.S.C. § 1437f that is not a tenant-based subsidy; or

(2) The tenant receives a federal housing subsidy administered by the U.S. Department of Housing and Urban Development; or

(3) A loan financing the residential premises is insured or assisted under 12 U.S.C. § 1701q, § 1715l(d)(3), or § 1715z-1; or 42 U.S.C. § 1485.

(8) *Notice, Forms, and Regulations.* [1001.11](#)

(a) *Required Notice.* Any notice that a landlord is required to provide a tenant under this Section [9-809](#) shall be provided in writing, by hand delivery or certified United States mail with proof of mailing, and must provide notice of the tenant's rights under this Section [9-809](#) as well as clear information on how the tenant may exercise such rights, including the following specific text or such other language that may be included in a form created by the City pursuant to subsection (8)(b), "Forms and Regulations", (below):

YOU MAY BE ELIGIBLE FOR CERTAIN HOUSING PROTECTIONS. IF YOU HAVE EXPERIENCED A FINANCIAL HARDSHIP DUE TO COVID-19, THIS MAY INCLUDE, BUT IS NOT LIMITED TO, A NINE (9) MONTH REPAYMENT PLAN TO PAY PAST DUE RENT. YOU MUST PROVIDE YOUR LANDLORD A CERTIFICATION OF HARDSHIP TO QUALIFY FOR SOME OF THESE PROTECTIONS.

(b) *Forms and Regulations.* The Commission, or such other City department or office as the Mayor may designate, is authorized to issue regulations implementing this Section [9-809](#), and to create forms to be used by landlords and tenants under this Section [9-809](#) including but not limited to, a certification of hardship form, a hardship repayment agreement form, and a form of required notice.

(9) *Defenses.* The failure of the landlord to comply with any obligation under this Section [9-809](#) may be asserted as a defense by a tenant in an action before any adjudicatory body and may not be waived.

(10) *Severability.* If any provision of this Section [9-809](#) or application thereof to any persons or circumstances is judged invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalidated provision or application and to this end the provisions of the ordinance are declared severable.

Notes

1001.1 Added, Bill No. [200294](#) (approved July 1, 2020); Bill No. [200295](#) (approved July 1, 2020); Bill No. [200302](#) (approved July 1, 2020); and Bill No. [200305](#) (approved July 1, 2020).

1001.2 Amended, Bill No. [200421](#) (approved December 1, 2020).

1001.3 Added, Bill No. [200420](#) (approved December 1, 2020); Bill No. [200421](#) (approved December 1, 2020).

- 1001.2 Added, Bill No. [200420](#) (approved December 1, 2020).
- 1001.4 Added, Bill No. [200420](#) (approved December 1, 2020); Bill No. [200421](#) (approved December 1, 2020); Bill No. [200616](#) (approved January 20, 2021).
- 1001.2 Added, Bill No. [200420](#) (approved December 1, 2020).
- 1001.5 Amended, Bill No. [200616](#) (approved January 20, 2021).
- 1001.6 Added, Bill No. [200295](#) (approved July 1, 2020).
- 1001.7 Added, Bill No. [200295](#) (approved July 1, 2020).
- 1001.8 Added, Bill No. [200294](#) (approved July 1, 2020); amended, Bill No. [200616](#) (approved January 20, 2021).
- 1001.9 Added, Bill No. [200302](#) (approved July 1, 2020); amended, Bill No. [200420](#) (approved December 1, 2020).
- 1001.10 Added, Bill No. [200305](#) (approved July 1, 2020); amended, Bill No. [200421](#) (approved December 1, 2020).
- 1001.11 Added, Bill No. [200305](#) (approved July 1, 2020).

§ 9-1603. Unlawful Self-Help Eviction Actions Prohibited. [1114.1](#)

(1) No landlord or landlord's agent may engage in self-help eviction practices, as defined in Section [9-1602](#) of this Chapter, under any circumstances, in the City of Philadelphia. The requisite, legal process for lawful eviction must consist of execution of a judgment of possession entered by a court of competent jurisdiction in accordance with State law. Lawful execution of judgment may be performed only by a Sheriff or court-appointed landlord and tenant officer.

(2) Any agreement between a landlord and tenant which purports to exempt the Landlord from the prohibitions of this [Chapter 9-1600](#) or any penalty imposed hereunder shall be void and unenforceable.

Notes

1114.1 Amended, Bill No. [200304](#) (approved July 1, 2020).

§ 9-1604. Restoration of Possession. [1114.2](#)

(1) Where the tenant alleges a violation of this Chapter, the tenant may contact the local police to obtain police assistance in regaining entry into the premises. It shall be the duty of the landlord or the landlord's agent to establish that the eviction action undertaken was lawful by making available to the Police Department a copy of the relevant writ of possession or by verifying the existence of the writ to the Police Department, the Sheriff or the court-appointed landlord-tenant officer for verification thereof. The Sheriff and/or the court-appointed landlord-tenant officers shall maintain records of all current executions of writs issued by the Court so that verification of legal process may be readily obtained. Where the landlord is unable to produce a copy of the relevant proof of lawful execution of a judgement of possession or other verification thereof, the tenant shall be entitled to regain possession of the premises immediately and the landlord shall be prohibited from blocking or inhibiting re-entry in any way.

(2) Any tenant who is restored possession of a premises as described under this Section, shall have the right to terminate the lease agreement without any penalty, including any early termination fees that may otherwise be applicable to such termination, within 30 days of being restored possession.

Notes

1114.2 Amended, Bill No. [200304](#) (approved July 1, 2020).

§ 9-1605. Penalties. [1114.3](#)

(1) Any person who engages in the self-help eviction activities described in this Chapter or who assists in such activities shall be guilty of a Class III offense, and shall be subject to a fine as set forth in subsection [1-109](#)(3). Each day a violation continues or is permitted to continue shall constitute a separate offense for which a separate penalty shall be imposed. A violation shall cease when the unlawful conduct as set forth in subsection [9-1601](#)(1)(a) ends or when the tenant no longer seeks to exercise his or her rights by regaining possession of said premises.

(2) *Private Right of Action.* An individual who has been the victim of a self-help eviction practice prohibited under this [Chapter 9-1600](#) shall have a private right of action against any landlord who violates Section [9-1603](#), directly or through an agent, and may recover, for each such violation, actual damages, reasonable attorneys' fees and court costs to the extent

allowed by law, punitive damages not to exceed two thousand dollars (\$2,000) per violation, and such other relief, including injunctive relief, as the court may deem appropriate. Provided that, for any self-help eviction practice that occurs after a tenant regains possession of the premises after a prior self-help eviction practice, or that occurs or continues after the Fair Housing Commission issues a finding or order determining that a self-help eviction practice had occurred, each day such subsequent self-help eviction practice continues shall be considered a separate violation for the purpose of determining the limit of punitive damages that may be recovered. This subsection in no way limits the rights of private parties to pursue any legal rights and claims they may possess under a written agreement or any other applicable law.

(3) Subsequent or repeated violations, which are not committed contemporaneously with the initial violation, shall be treated as separate causes of action and shall be subject to separate award of damages under subsection [9-1605\(2\)](#).

Notes

1114.3 Amended, Bill No. [200304](#) (approved July 1, 2020).



CITY OF PHILADELPHIA FAIR HOUSING COMMISSION

EMERGENCY HOUSING PROTECTION ACT COVID-19 FINANCIAL HARDSHIP CERTIFICATION

Dear Landlord/Property Manager,

PART I

I, or a member of my household, have experienced a loss of income or increase in expenses between March 1, 2020 and December 31, 2020 due to the COVID-19 pandemic because I, or a member of my household (check all that apply):

- Was diagnosed with COVID-19 or had to self-quarantine due to potential exposure to COVID-19.
- Cannot work or have had to self-quarantine because I/we have a greater risk of harm if COVID-19 is contracted due to a compromised immune system, age, or due to the specific recommendation of a health care professional, the CDC, the Governor of Pennsylvania, the Secretary of Health of Pennsylvania, the Mayor of Philadelphia, or the Health Commissioner of Philadelphia.
- Had to care for a family member due to a diagnosis of COVID-19 or a need to self-quarantine.
- Had to care for a family member due to school, childcare or elder care closure during the pandemic.
- Lost a job or my worksite was temporarily closed.
- Had reduced hours or wages at work.
- Was not employed before March 1, 2020 and was not able to find new employment during this time.
- Had to financially support a family member due to one of the above reasons.

I am notifying you of this COVID-related financial loss to exercise my rights under Section 9-809 of The Philadelphia Code "COVID-19 Emergency Housing Protections" and ask that you (check all that are applicable):

- Waive late fees and interest for March 1, 2020 through September 30, 2021.**
- Engage in mediation prior to beginning eviction proceedings.**
- Enter into a repayment agreement for any back rent owed from March 1, 2020 through December 31, 2020. *[NOTE: Tenant Must Fill Out Part II of This Form if Checked]***

I hereby certify that the statements above, and below – if applicable, are true and correct to the best of my knowledge and belief.

I understand that if I knowingly make any false statement herein, I am subject to such penalties as may be prescribed by statute or ordinance.

I look forward to working with you to stabilize my housing.

Sincerely,

Tenant Signature: _____

Tenant Name: _____

Date: _____

Address: _____

Phone #: _____

Email: _____

PART II – ADDITIONAL FACTS AND DOCUMENTATION

***REQUIRED FOR TENANTS SEEKING A REPAYMENT AGREEMENT
OPTIONAL FOR ALL OTHER TENANTS***

Evidence of the loss of income or increase in expenses that I, or a member of my household experienced between March 1, 2020 and December 31, 2020 due to the COVID-19 pandemic is (provide proof of the loss of income or increase in expenses you indicated in Part I):

- See attached documents.
- Unavailable for the following reason(s):

Rental Assistance is now available through the City of Philadelphia for tenants and landlords to apply together. For more information go to: <https://phlrentassist.org/>

DECLARATION UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19

This Declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's Order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this Declaration. Unless the CDC Order is extended, changed, or ended, the Order prevents you from being evicted or removed from where you are living through December 31, 2020. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment.

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the foregoing are true and correct. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information.

- ✓ **I have used best efforts to obtain all available government assistance for rent or housing.** "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.
- ✓ **I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020** (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act.
- ✓ **I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of pocket medical expenses.** An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.
- ✓ **I am using best efforts to make timely partial payments** that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses.
- ✓ **If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters** because I have no other available housing options. "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.
- ✓ **I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract.** I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- ✓ **I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full** for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment. Please sign and date below.

Printed Name: _____

Signature: _____ Date: _____