



THE  
**LANDLORD ASSOCIATION**  
OF PENNSYLVANIA

(610)867-8940 or Toll Free (888)778-2173

February  
2006  
Edition



“Happy Valentine’s  
Day!”

**The Good, The Bad, and The Ugly**

**The Good**

Our newsletter is now available online at our website, [www.landlordassocpa.com](http://www.landlordassocpa.com). It is listed under the “Member’s Only” page.

**LADS (Landlords Address Detective Service)**

Are you having a problem locating your tenants? LADS is a service that will allow you to locate those tenants who skipped out and did not leave a forwarding address!

For more information, please call or e-mail the office at:

Toll Free: 888-778-2173

E-mail: [Jennifer@cbalv.com](mailto:Jennifer@cbalv.com)



**The Bad**

Many of our landlords have problems with “legal” reasons to reject an application. Here are some common reasons to reject a rental applicant. Just make sure you apply the same criteria to all applicants!

1. Negative information found on credit report.
2. No verifiable source of sufficient income
3. Too many people for the property
4. Former eviction
5. Unstable rental history
6. Unsatisfactory reference from landlord or employer

**The Ugly**

There have been calls about landlords not being let into the leased premises to make repairs. Please make sure it is in your lease that the landlord can enter the property at reasonable times with 24 hours notice to the tenant.

## Property Left at the Leased Premises



A common issue that may arise involves the duty of the landlord to deal with personal property found when the landlord retakes possession of the leased premises after the tenant has vacated. There is room for dispute over what constitutes “valuable” property and what is “junk”, and the obligation of the landlord may depend on the type or quality of the personal property. If a reasonable person would believe that the property has more than minimal value, then the landlord must safeguard the property if it is removed from the leased premises.

Most landlords are not in the business of storing other people’s property. Therefore, landlords may wish to be relieved of liability for the property as soon as possible. Whether the property left by the tenant was either mistakenly left or abandoned, the landlord should take steps to notify the tenant that property was found in the premises. The property should be described clearly or identified and the tenant placed on notice of the landlord’s intention to remove the property and give it away or have it destroyed within a reasonable period of time. Once the landlord has made a good faith and commercially reasonable attempt to put the tenant on notice of the disposition of the property, the tenant’s standing to claim damages may be limited. Landlords would not be entitled to sell the property and have the proceeds applied upon any debt owed the landlord by the tenant. This would be private distraint, which is clearly outside the scope of what a landlord may do to recover unpaid rent from a tenant.

Often the tenant has left a forwarding address. If so, that address should be used. If an address was not provided, the landlord may use any reasonable method of sending the letter. The landlord should consider sending a copy of the letter to the address of the leased premises in case forwarding instructions were supplied to postal authorities.

## Find your Magisterial District Judge Online!

To find your closet local District Magistrate, visit [www.courts.state.pa.us/index/dj/DJsearch.asp](http://www.courts.state.pa.us/index/dj/DJsearch.asp). Enter your city, county, or zip code to locate your Magisterial District Judge’s phone numbers and addresses.





## Right of Entry

The right of entry is the reservation by the landlord of authority to enter the leased premises for certain purposes. There are several reasons why the landlord should reserve the right of entry. The landlord will want the right of inspection to verify that the tenant is in compliance with the terms and conditions of the lease agreement, especially the care and maintenance requirements.

In addition to inspection, the landlord will want to reserve the right of entry in order to make repairs, although this right may be implied where the landlord has the affirmative duty to make repairs upon the leased premises. Finally, the landlord will wish to retain the right of entry in order to show the leased premises to prospective tenants or purchasers of the property.

Unless the landlord reserves the right of entry, the tenant can exclude the landlord from the leased premises except where the right is implied by the landlord's assumption of duties such as maintenance and repair. The fact that the right of entry may interfere with the tenant's use of the premises cannot be the basis of a refusal by the tenant to honor the right of entry if it was properly reserved in the lease agreement. However, the landlord cannot use the right of entry in order to induce the tenant to vacate the leased premises.

The following is an example of a clause reserving the right of entry:

**Tenant agrees that Landlord and Landlord's representatives have the right to enter the leased premises at reasonable times. Landlord and Landlord's representatives have the right to inspect, to make repairs, to do maintenance, and to show the leased premises to others.**

## Escrow Deposit Rules

If more than \$100 security deposit is collected, after the second lease year:



1. The funds must be placed in a separate account.
2. The account must be an institution regulated by Pennsylvania or Federal banking authorities.
3. The landlord must notify the tenant in writing with name and address of the depository and amount of deposit.
4. The interest earned on the tenant's money (less a 1% administrative fee to lessor) must be paid to the tenant annually on the anniversary date of lease.



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1-888-778-2173 (FAX)1-888-329-5279

Prst std  
US Postage  
PAID  
lehigh valley PA  
Permit No. 6



## REFERRAL CONTEST

Members, please continue to refer the Landlord Association to other landlords. Our goal is to continue to make available the most up-to-date information so that landlords can make sound decisions in choosing their tenants.

For every landlord you refer that joins, you will receive a **free credit report** or **two free PA eviction reports!!**

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