

hold a landlord responsible for a repair(s) that cost(s) an excessive or unreasonable amount of money. Shop around for a repair person. Get a couple of estimates before having the repair made. After the repair is made, send a copy of the receipt for the repair to the landlord with the next rental payment, less the cost of repairs. Keep a copy for your records.

Remember the repair must fix a serious defect that affects livability. The court will not require the landlord to pay for cosmetic repairs. A landlord's failure to fix serious defects that affect habitability may give tenants other options. See the MidPenn Brochure entitled "Your Right as a Tenant to a Decent Home."

Date

Dear (Landlord's Name):

I am your tenant at (tenant's address). I am writing to notify you of repairs that are needed in my home. The specific problems which must be repaired include: (Fill in the problems. The following are only examples.) The furnace is broken, there is no hot water.

These conditions are serious and make my home unfit for my family. I would appreciate it if you would repair the furnace as soon as possible. If the furnace is not repaired within 24 hours, I intend to exercise my legal right to repair the furnace and deduct the amount from the rent. If there is no supply of hot water in five days, I intend to exercise my legal right to have the (problem) repaired and deduct the amount from my rent.

Sincerely yours,

(Your signature)

## TO APPLY FOR LEGAL HELP:

1-800-326-9177  
or  
[apply.midpenn.org](http://apply.midpenn.org)

For more information  
about MidPenn Legal  
Services go to:

[www.midpenn.org](http://www.midpenn.org)



This pamphlet contains general legal information and not specific legal advice. Although the information is believed to accurate at the time of preparation, individual situations may require individual analysis, such that it may be advisable to consult with a lawyer. June 2010

Pennsylvania  
**LegalAid** Network, Inc.

**LSC**  
America's Partner  
for Equal Justice  
LEGAL SERVICES CORPORATION



**MidPenn**  
LEGAL SERVICES

**Repair**

**&**

**Deduct**

**A Tenant's Right  
To Safe & Decent  
Housing**

# ABOUT US

MidPenn Legal Services is a non-profit, public interest law firm that provides high quality free civil legal services to low-income residents and survivors of domestic violence and sexual assault in 18 counties in Central Pennsylvania: Adams, Bedford, Berks, Blair, Centre, Clearfield, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Perry, Mifflin, Schuylkill & York counties.

## The Implied Warranty of Habitability

When you rent a home in Pennsylvania, there is included in every lease, something called an "implied warranty of habitability" to ensure that tenants have safe and decent housing. This means that every landlord in Pennsylvania must make the repairs needed to keep the rental housing in a safe, sanitary and livable condition. The law does not require that the landlord provide a perfect dwelling. A landlord is not required to provide paint to beautify the rental housing. The landlord is not required to repair damages caused by the tenant.

Only serious defects are covered under the law. For example, a badly leaking roof, a broken furnace, plumbing that doesn't work, broken floors, dangerous wiring or lack of water are all things that must be repaired by your landlord.

If the landlord does not make the repairs, then the implied warranty of habitability gives tenants the right to repair defects and deduct the cost from future rental payments.

Implied warranty of habitability applies to all oral or written rental leases for apartments, houses, mobile homes or other dwellings in Pennsylvania. The right to safe and decent housing cannot be given up in the lease. The landlord must provide you with safe and decent housing, even if you sign a lease that says that you take the apartment or house "as is."

You have the right to deduct the cost of necessary repairs from future rents if the landlord fails to make repairs.

To protect your rights under the implied warranty law, you must complete the following steps:

## How to Repair & Deduct

### Step 1

#### **Tell the Landlord About the Problem.**

Tell your landlord, in writing, what the problem is and what you plan to do about it. For example, tell your landlord that you will withhold your rent if he/she does not make the requested repairs. Send a letter by both certified mail and regular mail.

Keep a copy of the letter to prove that the landlord was notified. A sample letter is provided in this brochure.

### Step 2

#### **Allow Your Landlord Time to Repair.**

The law gives your landlord a reasonable amount of time to make the repairs.

The amount of time depends on the seriousness of the defect. If it is an emergency, the landlord is required to act quickly. For example, if you are without heat in the winter, it is reasonable to expect the landlord to provide heat within 24 hours. In the case of a non-emergency the landlord would have more time. For example, the landlord may have 30 days in which to repair a furnace during the summer months.

### Step 3

#### **Collect Evidence to Help Your Case.**

It is important to have evidence that the landlord did not make needed repairs. A copy of the letter sent to the landlord can be used as evidence; so can pictures, witnesses, or the report of a housing code inspector.

### Step 4

#### **Repair and Deduct.**

If the landlord does not make the repairs, you can repair and deduct. You should not repair and deduct for repairs that exceed the monthly rent. If the rent is \$300.00 per month, then the amount deducted for the repair should not exceed \$300.00. Seek legal help if the repair is costly.

The amount paid for the repair must be reasonable. If you are sued in court by the landlord for nonpayment of rent, you may have to pay the landlord the amount that the court found unreasonable. The court will not