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**Serving Bucks, Chester,  
Delaware and Montgomery  
Counties Since 2001**

**Mission**

Our mission at LASP is to provide quality legal representation to low-income people, to empower them to solve problems without legal representation through legal education and increased access to the courts, and to change community practices and systems that cause or aggravate poverty.

**David Bennethum, Esq.**  
Editor

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**GET LEGAL HELP!**

Call us toll-free: **1-877-429-5994**  
M-F, 9am-1pm

For free help with predatory lending and mortgage foreclosure, call the toll-free Don't Borrow Trouble Helpline:  
**1-877-275-8843**  
M-Th, 9am-1pm

Visit us online: **[www.lasp.org](http://www.lasp.org)**

**“What Did I Just Sign?”**

**Requiring Plain Language in Residential Leases**

Many people enter into contracts without actually reading the terms of the agreement. In doing so, they sign away important rights only to later find that they are bound by the written terms of the agreement. Others may try their best to read a contract before signing, but find that the language in the agreement is extremely hard to understand.

To address this, Pennsylvania has implemented the Plain Language Consumer Contract Act. The Act requires that certain consumer contracts, including residential leases, be written in plain English so that individuals may fully understand their rights and duties under the contract. The Act sets forth a test of readability, which includes requirements to: use short words, sentences, and paragraphs; not use technical legal terms or Latin or foreign words; use commonly understood meanings of words, and; use type, margins, spacing, and other formatting that make the contract easy to read.

Depending on the facts of each case, if the test of readability is not complied with, a tenant can get compensation up to the value of any actual loss which was caused, including court costs, attorney fees, and any other relief that the court may order. Tenants can also get statutory damages of \$100 as compensation. Violation of this Act is also a violation of Pennsylvania's Unfair Trade Practices and Consumer Protection Law, which lists additional remedies available to a harmed tenant.

Taking the appropriate measures beforehand, however, can prevent complicated and costly problems later. In every case, tenants should read through contracts carefully and ask questions about any ambiguous language *before* signing.



## Acceleration Clauses in Residential Leases

In today's economy many circumstances can arise in a person's life to cause late rental payments to accumulate. For some it could be losing a job. For others it could be a personal hardship or a medical emergency that puts a strain on the family budget. Regardless of the situation, landlords who choose to make special allowances for these sensitive matters will only do so for a limited period of time. They may then proceed with seeking to evict this tenant.

Landlords usually try to incorporate a provision in their leases that allows them to sue for all rent that would have been paid during the entire term of the lease, even when the tenant is evicted before the end of the lease term. This provision is called an *acceleration clause*. However, under Pennsylvania law, if a landlord chooses to evict a tenant before the end of the lease term, his right to collect the balance of rent due for the remainder of the lease term (future rent) is extinguished.

For fairness reasons, the courts do not allow landlords to have both remedies of eviction and collection of future rent. It would not be just to have the court make a tenant pay rent for an entire lease term after being evicted when the landlord could then collect a second payment of rent on the same property, for the same period of time, from another renter. In this scenario the landlord would be collecting rent from two different parties for the same dwelling.

Only in rare circumstances are landlords allowed to collect this sort of "double rent." For example, if a tenant voluntarily leaves before the lease term has ended, the landlord may accelerate rent for the remainder of the lease term while also regaining "possession" of the property. The landlord may rent it out to someone new if she so chooses. Because the tenant was not evicted in this situation but left willingly, the landlord is allowed the remedies of the acceleration clause and can also do whatever she desires with the property.

If a landlord chooses to evict her tenant, she cannot then proceed to request *future rent* (rent that would have been owed up to the end of the original lease term)—even if the lease contained an "acceleration clause."

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*Writing and editing for the cover story and this article were contributed by Legal Aid intern Hannah Akintoye. Hannah was the Pennsylvania Legal Aid Network Martin Luther King, Jr. 2010 Summer Intern and an Equal Justice America Fellow for LASP. She is currently a third year law student at the University of Pittsburgh.*



## **Termination of Federally Subsidized Housing Benefits**

Federally subsidized housing programs provide invaluable benefits that enable many families of limited means to live in dignity in safe and affordable housing. These programs generally provide that a participating family contribute no more than 30% of monthly gross income toward the rent. Yet many recipients—after waiting months or years to finally receive such benefits—end up being stripped of those benefits because they fail to follow federal regulations or Housing Authority rules governing these programs. Families also often lose their housing subsidies due to violations of the terms of the lease agreement between the family and their landlord.

When a Housing Authority accepts an applicant into public housing or a voucher program, the applicant becomes a “participant,” and the Housing Authority is required by federal law to brief all of the adult members of the household on program rules and regulations. Such briefings are given orally and supplemented with written materials.

Once the applicant becomes a participant in a federal housing program, a “property right” to continued housing benefits vests in the participant and the Housing Authority cannot strip the participant of benefits without due process of law.

Due process of law in this context involves the duty to provide a full and fair opportunity for the family to be heard, either through an administrative grievance hearing or a court eviction hearing. However, failure to request such hearings within a specified period of time or failure to appear at such hearings can result in the loss of benefits without having had an opportunity to present a defense.

In our practice at Legal Aid, the most frequent reasons we see for people being terminated from these programs involve a failure to report changes in family income and allowing unauthorized occupants to reside with the family. All federally subsidized housing programs have detailed reporting requirements concerning changes in family income and composition. In some instances, increases in certain types of income cannot be “counted” for purposes of calculating the family’s share of the rent, but changes should always be reported. Families that want to add a member to their household must obtain permission not only from the Housing Authority but also from their landlord before allowing that person to reside in their home. This reporting should always be given to the Housing Authority in writing and a copy kept for the family’s records.

Federally subsidized housing programs have detailed reporting requirements concerning changes in family income and composition. If these reporting requirements are ignored and such a change occurs, tenants risk losing their housing benefit.



***Bucks County Offices***

1290 Veterans Highway, Box 809  
Bristol, PA 19007  
215-781-1111

100 Union Street  
Doylestown, PA 18901  
215-340-1818  
Walk-ins:  
M-F 8:30am-4:30pm

Legal Aid Helpline:  
1-877-429-5994  
M-F 9am-1pm

Don't Borrow Trouble:  
1-888-275-8843  
M-Th 9am-1pm

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

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

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***Missed the last Landlord Breakfast?  
Plan to join us this fall!***

More than 75 landlords and realtors attended the latest "Landlord Breakfast" sponsored by the Bucks County Department of Community and Business Development at the Middletown Twp. Municipal Complex on June 24th.

Speakers addressed the procedures that landlords should follow when appearing in District Court seeking an eviction or money judgement, defenses and counterclaims that tenants may raise in court including when they may withhold rental payments or seek money damages, landlord rights and responsibilities under fair housing laws, and a review of building, fire and safety codes for residential rental properties.

The next landlord breakfast will be held in Upper Bucks County this fall. For details concerning this event, contact Liz Fritsch at 215-781-1111 x204.

***Homeless Veterans Stand Down  
September 10-12, 2010***

Legal Aid is participating in this year's Homeless Veterans Stand Down 2010, which is being held September 10-12 at the Government Services Building, 7321 New Falls Road in Levittown.

A Veteran self-help event, the Stand Down includes bus transportation for homeless vets from a number of pick-up points regionwide. The weekend camp-out offers shelter, meals, showers and a range of assistance from free hair cuts to drug and alcohol treatment information and meetings, information on Veterans Benefits, and employment and legal assistance.

Legal Aid staff will be in attendance to distribute information on a broad range of legal topics and make referrals for more extended legal help if necessary. For more information on the event, call 267-560-5011 or contact Liz Fritsch at 215-781-1111 x204.