

# **Philadelphia Emergency Housing Protection Act Summary**

## **Common Definitions Throughout the Bills:**

COVID-19 Emergency Period lasts until August 31<sup>st</sup>, 2020.

The certification of hardship is a signed written statement that according to the Philadelphia Code can consist of :

*"I hereby certify that the statements contained herein 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.*

*Signed \_\_\_\_\_*

COVID-19 financial hardship includes loss of income caused by diagnosis of COVID-19, inability to work, reduction of work hours, and other similar factors.

## **Eviction Diversion Program (Bill 200294):**

A City department will be authorized to establish a residential eviction diversion program:

- A conciliation conference between a landlord, tenant, mediator, and housing counselor must take place before a landlord takes any steps “in furtherance of recovering possession of a residential property”
- Tenants must experience a COVID-19 financial hardship to qualify to participate
- The landlord must notify impacted tenants about the existence of this program
- The program expires on December 31, 2020 but may end sooner
- An eviction can proceed without convening a conciliation conference if:
  - A tenant is an imminent threat
  - A landlord has notified a tenant of this program and has contacted the diversion program to schedule a conciliation conference and is unable to offer a date within 30 days of the initial request

## **Eviction Moratorium (Bill 200295):**

The City of Philadelphia will establish an eviction moratorium that will last until August 31, 2020:

- The only exception to this moratorium is if there is an imminent threat of harm by the evictee
- Landlords cannot take any steps “in furtherance of recovering possession”

## **Waiving Late Fees (Bill 200302):**

Late fees are prohibited until May 31, 2021

- This only applies to a tenant who establishes a COVID-19 financial hardship by submitting a certification of hardship to the landlord

- Late fees that were applied since March 1<sup>st</sup>, 2020 shall be credited to future rent. If there is no future rent, it should be credited to any other financial obligations.

#### **Illegal Lockouts (Bill 200304):**

The penalties for landlords illegally locking out tenants are strengthened:

- A tenant who returns to a unit after being illegally locked out can terminate a lease agreement within 30 days of being restored possession.
- An illegal lock out is punishable by a fine of up to \$2,000 for each violation
- Tenants have a private right of action against a landlord who illegal locks out a tenant.

#### **Mandated Payment Plan (Bill 200305):**

A tenant that has experienced a COVID-19 related hardship between March 1<sup>st</sup>, 2020 and August 31<sup>st</sup>, 2020 has the right to enter into a payment plan with a landlord.

- A landlord must provide a 30-day notice to a tenant notifying them they are entitled to a payment plan before proceeding with the eviction process.
- Tenants must produce a certification of hardship and documentary evidence of loss of income or increases in expenses. If documentary evidence is not available, a certification explaining why is required.
- Tenants must pay the full amount of past due rent by May 31<sup>st</sup>, 2021.
- At the first of each month, the tenant must pay:
  - The full monthly rent that is normally due, plus
  - At minimum the lesser of these two options: 30% of the monthly rent or one ninth of the total amount of past rent due
- No late fees can be charged during the payment plan
- A landlord cannot memorialize the payment agreement as a judgement by agreement, consent order, a consent judgement, or similar court order.
- Landlords can proceed with the eviction process if:
  - The tenant has not entered a payment plan more than 30 days after receiving the notice
  - The tenant fails at any time to pay the ongoing monthly rent after August 31<sup>st</sup>
  - The tenant falls 4 monthly payments behind on the back rent owed
- Tenants receiving federal subsidies are excluded from this legislation