



What Landlords and Tenants Need to Know about the Implied Warranty of Habitability

The Pennsylvania Supreme Court has ensured that tenants have the right to a decent place to live. This guarantee to decent rental housing is called the implied Warranty of Habitability.

The Warranty means that in every residential lease in Pennsylvania whether oral or written, there is a promise (the Warranty) that a landlord will provide a home that is safe, sanitary, and healthful. A rental home must be safe to live in and the landlord must keep it that way throughout the rental period by making necessary repairs. Even if the renter signs a lease to take the dwelling “as is”, the Warranty protects the individual. The right to a livable home cannot be waived in the lease. Remember, the Warranty is in the lease, whether or not the lease says so. Any lease clause attempting to waive this Warranty is unenforceable.

The Warranty does not require the landlord to make cosmetic repairs. For example, the landlord is not required to repair faded paint, install new carpeting, or make other cosmetic upgrades or improvements. However, the landlord must remedy serious defects affecting the safety or the ability to live in the rental unit.

The following are examples of defects covered by the Implied Warranty of Habitability:

- Lack of hot and/or cold running water
- Defunct sewage system
- No ability to secure the leased premises with locks (doors, windows)
- Lack of adequate heat in winter
- Insect or rodent infestation
- Leaking roof
- Unsafe doors, stairs, porches and handrails
- Inadequate electrical wiring (fire hazard) or lack of electricity
- Inability to store food safely because of broken refrigeration unit (when the landlord is responsible for maintenance and repair of refrigerator in the lease)
- Unsafe structural component that makes it dangerous to occupy the premise

If you are a tenant living in leased premises that have any of the defects listed above you have the following legal rights after *you have complied with the notice requirements of the lease*:

1. the right to withhold rent until repairs are made, or
2. the right to “repair and deduct”—that is, to hire a repairperson to fix a serious defect that makes a unit unfit (or buy a replacement part or item and do it yourself) and deduct the cost from your rent.

If you have any questions or need a landlord tenant lawyer, please call Gregory J. Spadea at 610 521 0604. The Law Offices of Spadea & associates, LLC has been helping landlords and tenants since 2001 and is located in Ridley Park, Pennsylvania.