



BUILDING INDUSTRY ASSOCIATION
of Philadelphia

Philadelphia
Emergency Housing Protection Act
Summary

On June 18, 2020, Philadelphia City Council unanimously approved five bills known as the “Emergency Housing Protection Act.” Below is a summary of the bills. Members should download copies of the bills at www.biaofphiladelphia.com to review the requirements in their entirety. The provisions of these bills apply in addition to any other provisions of a lease entered into between a tenant and landlord.

Terms and Definitions Common to all Bills:

1. COVID-19 Emergency Period. The period beginning on the date the Emergency Housing Protection Act becomes law and ending August 31, 2020.
2. Retroactive Emergency Period. The period beginning March 1, 2020 and continuing through the effective date of the Emergency Housing Protection Act.
3. Certification of Hardship. A signed written statement, which may be signed by use of a typed electronic signature and provided electronically or may be provided in hard copy, that is subject to the provisions of Section 1-108 of the Code (Certification, see below), and is submitted by an individual with personal knowledge of the facts set forth therein stating, at minimum, as follows, provided that any initial statements may be further supplemented with additional explanation, facts, or support at any time:
 - In the case of a residential tenant, that a residential tenant has lost income due to the pandemic and setting forth facts that provide an explanation of the COVID-19 financial hardship suffered.
 - In the case of a commercial tenant, that a small business has suffered a small business financial hardship and setting forth facts supporting such financial hardship.

According to Section 1-108 of the Philadelphia Code, execution of the following form of certification shall be deemed to be in compliance:

"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 _____

4. COVID-19 Financial Hardship. A tenant's or tenant's household member's loss of income due to any one or more of the following during the COVID-19 emergency period or the retroactive emergency period:
 - A diagnosis of the disease caused by COVID-19.
 - The need to quarantine or self-quarantine due to the advice of a health care provider; due to symptoms of COVID-19; after certain travel as defined by the United States CDC; or as the result of having come into contact with an individual who has been diagnosed with COVID-19.
 - The need to care for a family member or a member of the tenant's household as the result of such family or household member's diagnosis of COVID-19 or self-quarantine for purposes described subparagraph in (ii) above.
 - The need to care for a family member of a member of the tenant's household as the result of the closure of a school, daycare, adult care facility, or other care facility.
 - The inability to work as the result of a requirement by the Governor, the Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner.
 - The inability to work as the result of such tenant or such tenant's household member being at a greater risk of harm than the general population.
 - The loss of a job, the reduction of work hours, or a reduction in the salary or hourly wage, whether permanent or temporary.
 - The inability to commence or obtain employment.
 - The need to financially support a family member due to the family member or a household member of such family member's loss of income for any one or more of the reasons set forth above.

5. Small Business. A person that employs fewer than 100 total employees, wherever located, whether within the City of Philadelphia or elsewhere.

6. Small Business Financial Hardship. A small business's documented loss of income due to one or more of the following during the COVID-19 emergency period or the retroactive emergency period:
 - A requirement or recommendation by the Governor, the Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner that businesses in a particular area, or a particular type of business, remain fully or partially closed.
 - The owner or operator, a key employee, or a significant number of employees of the small business being unable to work as a result of the circumstances above.
 - The loss of customers or reduction of business from customers as a result of the COVID-19 pandemic, or related recommendations or requirements of the Governor, the Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner.

Eviction Diversion Program (Bill 200294):

A City department is authorized to establish a residential eviction diversion program as follows:

- 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 have experienced a COVID-19 financial hardship to participate in the program.
- The landlord must notify impacted tenants about the existence of this program.
- The program requirements expire on December 31, 2020 unless eviction is necessary to cease or prevent an imminent threat of harm by the person being evicted, including physical harm or harassment, or the landlord has provided the affected tenants notice and has contacted the eviction diversion program to schedule a conciliation conference but the program is unable to offer a date for a conciliation conference within thirty (30) days of the landlord’s initial request to schedule.

Eviction Moratorium (Bill 200295):

The City of Philadelphia is authorized to establish an eviction moratorium that will last for the duration of the COVID-19 emergency period (until August 31, 2020):

- The only legal basis for evicting a residential tenant shall be to cease or prevent an imminent threat of harm by the person being evicted and it shall be unlawful for a landlord to take any steps in furtherance of recovering.
- If any person has provided the landlord with a certification of hardship, the only legal basis for evicting a small business that is a commercial tenant shall be to cease or prevent an imminent threat of harm by the person being evicted and it shall be unlawful for a landlord to take any steps in furtherance of recovering possession of a commercial premises.

Waiving of Certain Fees (Bill 200302):

Late fees, interest on back rent, or similar charges are prohibited for residential premises during the retroactive emergency period through nine months after the last day of the COVID-19 emergency period (May 31, 2021), if a residential tenant has experienced a COVID-19 financial hardship.

- The residential tenant may establish a COVID-19 financial hardship by submitting a certification of hardship.
- Any fees, interest, or similar charges, submitted by a tenant during the COVID-19 retroactive or emergency period shall be credited against any future rent or other financial obligations.

Illegal Lockouts (Bill 200304):

The penalties for unlawful eviction practices (lockouts) are strengthened as follows:

- Any tenant who returns to a unit after being illegally locked out shall have the right to terminate the lease agreement without any penalty, within 30 days of being restored possession.
- An illegal lockout is punishable by a fine of up to \$2,000 for each violation.
- Tenants have a private right of action against a landlord who illegally locks out a tenant.

Mandated Repayment Plan (Bill 200305):

A residential tenant that has experienced a COVID-19 financial hardship during the COVID-19 retroactive or emergency period (between March 1, 2020 and August 31, 2020) has the right to enter into a repayment agreement as set forth below, without incurring any penalty.

- 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.
- The tenant shall pay the full amount of past due rent to the landlord within nine (9) months after the last day of the COVID-19 emergency period (May 31, 2021).
- At the first of each month starting September 1, 2020, the tenant must pay:
 - The full monthly rent that is normally due, plus
 - At a 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 may be charged during the repayment plan period (through May 31, 2020).
- If the tenant does not renew or extend the term of the lease, at the end of the term of the lease, the landlord may apply any security deposit towards any past rent due.
- A landlord cannot memorialize the repayment agreement as a judgement by agreement, consent order, a consent judgement, or similar court order.
- Tenants must pay the full amount of past due rent by May 31, 2021.
- A landlord must notify tenants that they are entitled to a repayment plan at least 30 days before proceeding with the eviction process.
- Landlords can proceed with the eviction process if:
 - The tenant has not entered into a repayment agreement within 30 days after receiving notice.
 - The tenant fails at any time to pay the ongoing monthly rent after the COVID-19 emergency period (August 31, 2020).
 - The tenant falls 4 monthly payments behind on the back rent owed.
- Tenants receiving federal subsidies are excluded from this legislation.