

# The Philadelphia Fair Housing Ordinance

Chapter 9-800 of the Philadelphia Code



**Enforced by the  
City of Philadelphia  
Fair Housing Commission**

**The Curtis Center**

**601 Walnut Street, Suite 300 South**

**Philadelphia, PA 19106**

**Phone: 215-686-4670 Fax: 215-686-4684**

**Email: [pchr@phila.gov](mailto:pchr@phila.gov) [www.phila.gov/humanrelations](http://www.phila.gov/humanrelations)**

# **Inclusive of Amendments to the Philadelphia Code through January 2019**

**Note: Footnotes in this document have been renumbered for administrative purposes. For actual footnote numbers, please refer to the Philadelphia Code.**

# TABLE OF CONTENTS

## Chapter 9-800 Landlord and Tenant-Rent Control

§ 9-801. Legislative Findings .....	1
§ 9-802. Definitions.....	1
§ 9-803. Fair Housing Commission .....	1
§ 9-804. Unfair Rental Practices .....	2
§ 9-805. Smoking Disclosure Policy in Multi-Family Buildings .....	7
§ 9-806. Procedure .....	7
§ 9-807. Penalty.....	7

## Chapter 9-1200. Condominium and Cooperative Conversions

§ 9-1201. Legislative Findings.....	8
§ 9-1202. Definitions.....	8
§ 9-1203. Fair Housing Commission .....	9
§ 9-1204. Unfair Conversion Practices .....	9
§ 9-1205. Enforcement Procedure.....	10
§ 9-1206. Condominium Conversion Moratorium .....	11
§ 9-1207. Penalty.....	11
§ 9-1208. Cooperative Conversion.....	11
§ 9-1209. Severability .....	11

# CHAPTER 9-800. LANDLORD AND TENANT – RENT CONTROL<sup>1</sup>

## § 9-801. Legislative Findings.<sup>2</sup>

The Council of the City of Philadelphia hereby finds:

(1) In order to protect the health, safety and general welfare of the citizens and inhabitants of the City, the City has enacted a comprehensive Fire Code and a comprehensive Housing Code.

(2) The enforcement of these protective legislative measures has been seriously hampered because the owners of the property against whom tenants have filed complaints with the appropriate City authority revealing Fire Code violations or Housing Code violations, have developed a practice of evicting complaining tenants for these reasons or upon other convenient pretexts.

(3) Fearful of eviction, tenants have been hesitant to report violations and have been compelled to live under conditions which are in violation of existing ordinances and which create situations dangerous to the health and safety of the tenants and the entire community.

(4) Efforts of the existing Mayor's Fair Rent Committee to prohibit unfair rental practices has not proved effective because the Committee has lacked the power to subpoena witnesses or the production of records of owners or their agents who are leasing dwellings which are in violation of the Fire Code or the Housing Code as set forth in The Philadelphia Code.

## § 9-802. Definitions.<sup>3</sup>

(1) *Commission.* Fair Housing Commission.

(2) *Family.* Shall have the meaning assigned in § 14-203(115) of this Code.

(3) *Multi-Family Building.* A building that serves as a residence for three or more families with each family occupying a single dwelling unit.

(4) *Premises.* Any single, duplex or multi-family dwelling.

(5) *Unfair Rental Practice.* Any act in violation of § 9-804.

## § 9-803. Fair Housing Commission.<sup>4</sup>

(1) A Fair Housing Commission is hereby created to be composed of 5 members to be appointed by the Mayor. The members of the Commission shall select from among the members a chairman. All of the members of the commission shall serve without compensation. The Commission shall have power to hold hearings and conduct investigations in connection with any unfair rental practice upon complaint or upon

---

<sup>1</sup> **Source:** 1955 Ordinances, p. 88; 1956 Ordinances, p. 1; added, 1962 Ordinances, p. 89.

<sup>2</sup> Added, 1962 Ordinances, p. 89.

<sup>3</sup> Added, 1962 Ordinances, p. 89; amended, Bill No. 160018-AA (approved April 26, 2016), effective June 25, 2016.

<sup>4</sup> Added, 1962 Ordinances, p. 89; amended, 1970 Ordinances, p. 125.

its own initiative. The Commission shall have power to compel the attendance of witnesses and the production of documents as provided in Section 8-409 of The Philadelphia Home Rule Charter.

### **§ 9-804. Unfair Rental Practices.<sup>5</sup>**

(1) Whenever any premises are found in violation of any provision of The Philadelphia Code and a notice of violation has been issued by any department or agency of the City, it shall be unlawful for any owner, landlord, agent or other person operating or managing such premises to:

(a) terminate the lease with the existing tenant unless the tenant has failed to pay rent, committed a nuisance, committed waste or caused the premises to have been in such violation under The Philadelphia Code;

(b) offer, tender, give, exchange or transfer possession or the right to possession to any person not in possession of the premises upon any terms or conditions until the violation has been corrected; or

(c) make, alter, amend or modify any term or condition of any existing lease or arrangement of tenancy with any person in possession of the premises at the time notice of violation is issued until the violation has been corrected;

(d) make, alter, amend or modify any term or condition of any existing lease or arrangement of tenancy with any tenant for a period of one year after correction of any violations where the action against the tenant is intended to collect the cost or value of making any or all of the corrections necessary to comply with The Philadelphia Code and where also any violation has remained uncorrected, whether or not recorded by the Department of Licenses and Inspections, for a period of one year or more prior to the date of correction. The burden shall be on the landlord to show that the violation has not existed uncorrected for a period of one year or more prior to the date of correction in any legal proceeding in which the provisions of this ordinance shall be relevant.

(2) It shall be unlawful for any owner, landlord, agent or other person operating or managing premises to terminate a lease with a tenant or make, alter, amend or modify any term or condition of any existing lease or arrangement of tenancy with a tenant in retaliation for:

(a) any violation having been found against the premises;

(b) the filing of a complaint alleging a violation;

(c) the joining of any lawful organization, or any other exercise of a legal right. It shall be unlawful for any owner, landlord, agent or other person operating or managing premises to refuse to lease any premises to a prospective tenant because he believes the prospective tenant has exercised any such right;

(d) an incident of domestic violence or sexual assault in which a tenant was the victim, or a tenant's status as a victim of domestic violence or sexual assault. For purposes of this subsection (2)(d) the meaning of the terms "victim", "domestic violence" and "sexual assault" are as defined in Section 9-3201 of this Code.<sup>6</sup>

In any civil proceeding involving this provision in which the notice of termination or alteration of a

---

<sup>5</sup> Added, 1962 Ordinances, p. 89.

<sup>6</sup> Added, Bill No. 110498 (approved October 26, 2011), effective December 25, 2011.

term or condition of the lease was given within one year after a violation was found, a right of the tenant against the landlord, agent or other person operating or managing premises was exercised, or a correction made, whichever is the latest, it shall be the burden of the owner, landlord, agent or other person operating or managing such premises to prove that the notice was not given in retaliation for the exercise by the tenant of his legal rights.

(3) The provisions of this Section shall not apply to:

(a) Any bona fide transfer of title incident to a sale of the premises, but any subsequent owner, landlord, agent or other person operating or managing such premises shall be subject to the provisions of this Chapter.

(b) Any owner, landlord or agent or other person operating or managing any premises against which a notice of violation has been issued who desires to terminate an existing occupancy in order that the premises may be rehabilitated and the violation cured, and the Department of Licenses and Inspections issues a certification that such work requires that the premises be vacated.

(4) No owner, landlord, agent or other person operating or managing any premises shall unlawfully retain any security deposit, however styled in a lease.

(5) No owner, landlord, agent or other person operating or managing any premises shall accept any rental payment under any written lease on the premises until he has given a fully executed copy of the lease to all the parties to the lease.

(6) The owner, landlord, agent or other person operating or managing the premises shall, at the request of a tenant who is a victim of domestic violence or sexual assault, permit the tenant to terminate the lease regardless of the lease term and without penalty for early termination provided:<sup>7</sup>

(a) the request is made, in writing, within ninety (90) days of (i) the reporting of an incident of domestic violence or sexual assault, (ii) the issuance of a protection from abuse order or (iii) the approval of a consent agreement, and at least thirty (30) days before the requested termination date;

(b) the victim vacates the premises no later than the early termination date; and

(c) at the time the request is made for termination of the lease, the tenant provides:

(i) a court order or approved consent agreement for protection from abuse pursuant to the Protection from Abuse Act, Act of December 19, 1990, P.L. 1240, No. 206, § 2 (23 Pa. C.S. § 6101 et seq.);

(ii) an incident report from the Police Department stating that a domestic abuse or sexual assault complaint was filed by the tenant; or

(iii) written certification from a health care professional or professional guidance counselor, licensed under the laws of the Commonwealth of Pennsylvania, or a victim's services organization, as defined in Section 9-3201 of this Code, stating that the tenant sought assistance as a victim of domestic violence or sexual assault.

(7) If the abuser or perpetrator of the domestic violence or sexual assault is a cotenant, the owner,

---

<sup>7</sup> Added, Bill No. 110498 (approved October 26, 2011), effective December 25, 2011.

landlord, agent or other person operating or managing the premises may, upon the victim's request, bifurcate the lease in order to evict the abuser or perpetrator of the domestic violence or sexual assault, while allowing the victim to remain in the premises provided the victim's request complies with (6)(a) and (c) of this Section.<sup>8</sup>

The provisions of subsections (6) and (7) shall be implied in all leases and made a written term in all leases reduced to writing for any lease executed or renewed after the effective date of this Section.

(8) All terms and conditions of the lease remain in effect until the date of termination or bifurcation. If any tenant wishes to inhabit the leased premises after early termination or bifurcation, a new lease with the landlord must be executed.<sup>9</sup>

(9) Nothing in subsection (6) or (7) limits the authority of the landlord, owner, agent or other person operating or managing the premises to evict a tenant, who is the victim of domestic or sexual violence, for any violation of a lease other than one premised on the act or acts of violence in question against such tenant, provided that, in determining whether to evict, the landlord, owner, agent or other person operating or managing the premises does not apply a more demanding standard, than that applied to other tenants who are not victims of domestic or sexual violence.<sup>10</sup>

(10) Nothing in subsection (6) or (7) changes the authority of any court to evict an abuser under the Pennsylvania Protection from Abuse Act, Act of December 19, 1990, P.L. 1240, No. 206, § 2 (23 Pa. C.S. § 6101 et seq.).<sup>11</sup>

(11) *Notice Requirement.*<sup>12</sup>

(a) *Landlord Notice to Tenant of Rent Increase.* Unless the lease provides a longer period of time for the landlord to notify the tenant that the tenant's rent will be increased at the end of a residential tenancy, the following notice requirements shall apply: At least 60 days prior to the effective date of a rent increase where a residential tenancy is one year or more, and at least 30 days prior to the effective date of a rent increase where a residential tenancy is less than one year, the landlord shall notify the tenant of the following: (i) the amount of the rent increase; (ii) the effective date of the rent increase; and (iii) the new payment amount. The landlord shall provide such notice, in writing, by hand delivery or by first class United States mail with proof of mailing.

(b) *Tenant Notice to Landlord of Non-Renewal of Lease.* For any residential tenancy of one year or more, if the tenant has received timely notice of a rent increase under subsection (11)(a), and if the tenant will not renew the lease at the end of the lease term, the tenant shall notify the landlord of the non-renewal, within 30 days after receiving notice of a rent increase. The tenant shall provide such notice, in writing, by hand delivery or by first class United States mail with proof of mailing.

This subsection (11) shall not apply to any property under the jurisdiction of the Department of Housing and Urban Development.

(c) The provisions of this subsection (11) shall apply to any residential lease that is executed or renewed after the effective date of this subsection.

---

<sup>8</sup> Added, Bill No. 110498 (approved October 26, 2011), effective December 25, 2011.

<sup>9</sup> Added, Bill No. 110498 (approved October 26, 2011), effective December 25, 2011.

<sup>10</sup> Added, Bill No. 110498 (approved October 26, 2011), effective December 25, 2011.

<sup>11</sup> Added, Bill No. 110498 (approved October 26, 2011), effective December 25, 2011.

<sup>12</sup> Added, Bill No. 140716-A (approved December 1, 2015), effective January 30, 2016.

(12) *Good cause required.*<sup>13</sup>

(a) No owner, landlord, agent or other person operating or managing any residential premises, upon expiration of a lease of less than one year, shall issue a notice to vacate, notice of non-renewal, or notice to terminate the lease, unless (1) the landlord has good cause not to renew the lease; and (2) the landlord provides the tenant with notice pursuant to subparagraph (c), below. For purposes of this subsection (12)(a), good cause shall include, but is not limited to, any of the following:

- (.1) Habitual non-payment or habitual late payment of rent by the tenant.
- (.2) Breach of or non-compliance with a material term of the tenant's lease or rental agreement.
- (.3) The tenant engages in nuisance activity that creates a substantial interference with the use, comfort or enjoyment of the property by the landlord or other tenants in the building; or that substantially affects the health or safety of the landlord or other tenants in the building.
- (.4) The tenant causes substantial deterioration of the property beyond normal wear and tear.
- (.5) The tenant, after written notice to cease, refuses the landlord access to the unit for lawful purposes, such as to make repairs or assess the need for repairs, to inspect the premises for damages, to show the premises to insurance or mortgage companies, or during an emergency.
- (.6) The tenant refuses to execute an extension of a written lease, that is set to expire, for materially the same terms.
- (.7) The owner of the premises or a member of the owner's immediate family is going to move into the unit.
- (.8) The tenant refuses to agree to a proposed rent increase or other proposed changes to a lease (for example, a new no-pets policy, the elimination of parking, or charging more for utilities), but only if the following conditions have been met:
  - (A) The landlord has provided the tenant with the option to accept the proposed rent increase or proposed other change to the lease. The option shall be included in the notice required by subsection 11(a) ("Landlord Notice to Tenant of Rent Increase") or, if no notice is required by subsection (11)(a), in a notice provided to the tenant that comports with subsection (11)(a).
  - (B) The tenant must accept the option no later than fifteen (15) days prior to the expiration of the current lease, or else the tenant will be deemed to have declined the option. The tenant must accept the option in writing, by hand delivery or by first class United States mail with proof of mailing; provided that the tenant may accept the option by other means acceptable to the landlord so long as the landlord provides a receipt confirming that the acceptance has been received.
  - (C) The landlord intends and reasonably expects to apply the proposed rent increase or proposed change to the next tenant, if the current tenant rejects the proposed terms.
- (.9) The owner of the premises will not be renting out the premises during upcoming renovations, but only if the following conditions have been met:

---

<sup>13</sup> Added, Bill No. 170854-A (approved January 22, 2019).



(A) The owner provides notice of non-renewal of the lease at least 60 days prior to the date the premises must be vacated.

(B) The owner returns to the tenant any outstanding security deposit as promptly as possible prior to the date of move-out, but in no instance later than provided for by Section 512 of The Landlord and Tenant Act of 1951, 68 P.S. § 250.512.

(C) The owner provides to the tenant the option to renew the tenancy at the market rental rate when the premises become available again for rental, other than for rental to a close family member.

(b) Reserved.<sup>14</sup>

(c) A landlord who has good cause to issue a notice to vacate or notice to terminate a lease under subsection (a), above, shall notify the tenant in writing of the basis for such good cause in the same manner and on the same schedule as set forth in subsection 11(a) (“Landlord Notice to Tenant of Rent Increase”). In the event the owner, landlord, agent or other person operating or managing the premises fails to issue the notice as required by this subsection (12), the lease shall renew on a month-to-month basis, unless the tenant elects otherwise.

(d) A tenant shall have the right to challenge the determination of good cause in a court of competent jurisdiction or by filing a complaint with the Fair Housing Commission, with notice to the landlord, within fifteen (15) business days of the receipt of notice of good cause. The Commission, after investigation and hearing, as it deems appropriate, shall, as promptly as practicable prior to the expiration of the lease, issue such order as it deems appropriate.

(.1) No notice to vacate, notice of non-renewal or notice to terminate a lease shall be effective while a challenge to a determination of good cause is pending before the Commission, unless a court of competent jurisdiction finds that the challenge was filed in bad faith.

(e) Allegations of an owner, landlord, agent or property manager in support of a claim of good cause shall be presumed true if supported by any of the following:

(.1) Time and date stamped video.

(.2) Time and date stamped photographs.

(.3) Police report with reliable information and corroborating police investigation.

(13) Any person aggrieved under the provisions of this Section may file a complaint with the Fair Housing Commission or may allege any violations in an initial pleading or, where appropriate, in a responsive pleading in a court of competent jurisdiction.<sup>15</sup>

(14) No provision of this Section can be waived or made subject to a contract between the parties depriving a tenant of the benefits of this Section.<sup>16</sup>

---

<sup>14</sup> Enrolled bill did not include a subsection (b); reserved subsection added at the discretion of the Code editor.

<sup>15</sup> Added, Bill No. 110498 (approved October 26, 2011), effective December 25, 2011; renumbered, Bill No. 140716-A (approved December 1, 2015), effective January 30, 2016; renumbered, Bill No. 170854-A (approved January 22, 2019).

<sup>16</sup> Renumbered, Bill No. 110498 (approved October 26, 2011), effective December 25, 2011; renumbered, Bill No. 140716-A (approved December 1, 2015), effective January 30, 2016; renumbered, Bill No. 170854-A (approved January 22, 2019).

## **§ 9-805. Smoking Disclosure Policy in Multi-Family Buildings.<sup>17</sup>**

(1) In addition to any other applicable requirements of Section 10-602, relating to smoking in public places, a landlord who enters into or renews a lease or tenancy for a residential dwelling unit in a multi-family building shall disclose, in writing, to the tenant or prospective tenant, the building policy on smoking in individual dwelling units. The disclosure must be made part of the lease and shall state whether smoking is prohibited in all dwelling units, permitted in all dwelling units or permitted in some dwelling units. If smoking is permitted in some dwelling units, the lease shall identify the units where smoking is permitted.

### *(2) Enforcement and Penalties.*

(a) The responsibility of the landlord for any acts of non-compliance with the designated smoking policy shall be limited to the remedies available by law for breach of the lease contract agreement.

## **§ 9-806. Procedure.<sup>18</sup>**

(1) Upon any complaint made to the Commission or upon its own initiative, the Commission shall have the power to fix the date, time, and place when it shall conduct a hearing. Written notice of the date, time, and place of the hearing shall be sent, at least 10 days prior to the hearing, to the owner or agent of the premises regarding which it is charged that an unfair rental practice has been committed. The notice shall set forth a brief statement of the facts upon which the complaint is based.

(2) At the hearing the complainant, owner and his agent and their witnesses shall have an opportunity to appear and be represented by counsel.

(3) Upon a finding that an unfair rental practice has been committed, the Commission shall issue an order appropriate under the circumstances.

(4) If the owner or agent shall fail to appear, the Commission may issue a subpoena as provided in Section 8-409 of The Philadelphia Home Rule Charter.

## **§ 9-807. Penalty.<sup>19</sup>**

(1) Any person violating an order of the Commission or any provision of this Chapter is subject to a fine of not less than fifty (50) dollars and of not more than three hundred (300) dollars together with costs of prosecution.

---

<sup>17</sup> Added, Bill No. 160018-AA (approved April 26, 2016), effective June 25, 2016.

<sup>18</sup> Added, 1962 Ordinances, p. 89; renumbered, Bill No. 160018-AA (approved April 26, 2016), effective June 25, 2016.

<sup>19</sup> Added, 1962 Ordinances, p. 89; amended, Bill No. 758 (approved July 24, 1995), 1995 Ordinances, p. 1081; renumbered, Bill No. 160018-AA (approved April 26, 2016), effective June 25, 2016.

## CHAPTER 9-1200. CONDOMINIUM AND COOPERATIVE CONVERSIONS<sup>20</sup>

### § 9-1201. Legislative Findings.

The Council of the City of Philadelphia hereby finds:

(1) Rising costs in the maintenance and upkeep of multiple occupancy dwellings have forced owners to seek alternatives to the rental form of ownership.

(2) Escalating property values whereby high profits can be reaped by the sale of the property also make more attractive the trend toward conversion of these buildings to condominiums.

(3) The cost of purchasing a unit, in many cases, is far greater than paying the monthly rental fee for the unit and it is often extremely difficult for the tenant to get his or her finances in order quickly enough to determine whether purchasing their unit is economically feasible.

(4) This situation can lead to the displacement or eviction of tenants, many of them elderly who have lived in their rental units for years with the intention of making their unit their permanent residences.

(5) When they settled into their rental unit, in many cases, no representation was made to them that the form of building ownership might change, thus requiring a radically different financial outlay than originally anticipated.

(6) Even the task of finding comparable rental housing elsewhere on short notice, and moving into it, has placed a great burden on these tenants.

(7) A need exists for legislation to afford these tenants some relief from the situation, which is detrimental to their welfare, without unnecessarily infringing on the property rights of the owner of the multiple occupancy dwelling.

(8) The City of Philadelphia can, under its police powers, enact legislation which regulates the health, safety or welfare of its citizens.

### § 9-1202. Definitions.

(1) *Commission.* Fair Housing Commission.

(2) *Condominium.* The type of real property ownership defined by the Unit Property Act, 68 P.S. §§ 700.101 et seq.

(3) *Cooperative.* A multiple occupancy dwelling owned by a corporation, an unincorporated association or a business trust whereby the stockholders, trustees or members of the association own the

---

20. Added, 1979 Ordinances, p. 1323, superseded insofar as applicable to condominiums by "The Uniform Condominium Act", 1980, July 2, P.L. 286, No. 82, 68 Pa. C.S. §§ 3101 et seq., effective 120 days after enactment; amended, 1979 Ordinances, p. 2059.

unit or units which they occupy or own the entire multiple occupancy dwelling in which they are tenants.<sup>21</sup>

(4) *Multiple Occupancy Dwelling.* Any dwelling or part thereof containing three or more dwellings units.<sup>22</sup>

(5) *Unfair Conversion Practice.* Any act in violation of Section 9-1204.<sup>23</sup>

### **§ 9-1203. Fair Housing Commission.**

(1) The Fair Housing Commission, created by § 9-803 of the Code, shall have the power to hold hearings and conduct investigations in connection with any unfair conversion practice upon complaint or upon its own initiative. The Commission shall have the power to subpoena witnesses and the production of documents as provided in Section 8-409 of the Philadelphia Home Rule Charter.

### **§ 9-1204. Unfair Conversion Practices.**

(1) It shall be unlawful for any owner, landlord, agent or other person operating or managing a multiple occupancy dwelling to convert said premises to a condominium, or to terminate a lease with a tenant or to make, alter, amend or modify any term or condition of any existing lease or arrangement of tenancy with a tenant for the purpose of converting the said premises to a condominium, unless:

(a) the tenant has been notified in writing by certified mail, return receipt requested, of the owner's intention to convert to a condominium by a date certain specified therein, which notice shall be delivered one year prior to the date of the scheduled conversion;

(b) the notice of intention to convert contains a statement informing the tenant then in possession of his or her exclusive right to purchase their unit at a specified price during the first 6 months of the notice period. During the right-to-purchase period, the owner or his agent cannot show the unit to other prospective buyers unless the tenant has, in writing, waived the right to purchase;

(c) the statement contains a specific statement of the total amount due on or before settlement of the purchase contract, including any initial or special condominium fees due;

(d) the statement contains information on the actual expenditures made on all repairs, maintenance, operation and upkeep of the subject property, including all taxes and utility payments, within the last three years, set forth tabularly with the proposed budget of the condominium and cumulatively broken down on a per unit basis;

(e) the statement contains a description of any provisions made in the budget for reserves for capital expenditures, or, if no provision is made for reserves, a statement to this effect;

(f) the statement contains a declaration as to the present condition of all structural components and major utility installations in the subject property, including the dates of construction, installation and major repairs, and the expected useful life of each item, together with the estimated cost (in current dollars) of replacing each of same.

---

<sup>21</sup> Added, 1979 Ordinances, p. 2059.

<sup>22</sup> Added, 1979 Ordinances, p. 2059.

<sup>23</sup> Added, 1979 Ordinances, p. 2059.

(2) A tenant in possession at the time of the delivery of the notice referred to above, may not be required to vacate the premises prior to the expiration of the one year's notice period except for:

(a) nonpayment of rent;

(b) breach of a covenant in the existing lease;

(c) the tenant's having committed a nuisance or waste upon the property, or having caused the premises to be in violation of The Philadelphia Code.

(3) Any tenant in possession at the time of delivery of the aforesaid notice, whose lease would ordinarily terminate during the one-year period, is entitled to have the tenancy extended on the same terms and conditions until the expiration of the one-year period from the date of the notice.

(4) Any tenant in possession at the time of delivery of the notice may terminate his lease with 90 days' notice without penalty for termination.

(5) Tenants who take possession of a unit after the one year's notice provision is delivered pursuant to this Section, but before the date of actual conversion, shall be notified in writing prior to the signing of the lease, of the owner's intentions to convert to a condominium as of the specified date and given whatever information is requested by that tenant relative to the costs of purchasing that unit.

(6) No provision of this Section can be waived or made subject to a contract between the parties depriving a tenant of the benefits of this Section.

(7) It is the policy of the City of Philadelphia that provisions in any contracts, leases or other undertakings which allow owners or their agents, at their option, to cancel and terminate the terms of such leases upon any future possibility of conversion to a condominium, upon less than one year's notice as required by this Section, shall be null and void as against public policy, except in the following case:

(a) if the term of the lease shall be less than one year between the date of original occupancy in the multiple occupancy dwelling and the date of conversion.

## **§ 9-1205. Enforcement Procedure.**

(1) Upon any complaint made to the Commission or upon its own initiative, the Commission shall have the power to fix the date, time and place when it shall conduct a hearing. Written notice of the date, time, and place of the hearing shall be sent, at least 10 days prior to the hearing, to the owner or agent of the premises regarding which it is charged that an unfair conversion practice has been committed. The notice shall set forth a brief statement of the facts upon which the complaint is based.

(2) At the hearing, the complainant, owner and his agent and their witnesses shall have an opportunity to appear and be represented by counsel.

(3) Upon a finding that an unfair conversion practice has been committed, the Commission shall issue an order appropriate under the circumstances.

(4) If the owner or agent shall fail to appear, the Commission may issue a subpoena as provided in Section 8-409 of the Philadelphia Home Rule Charter.

## **§ 9-1206. Condominium Conversion Moratorium.**

(1) (a) For a period of eighteen (18) months, no individual, partnership, association, corporation or other entity owning, operating or managing a multiple occupancy dwelling, any part of which is located in the City of Philadelphia, intending to convert any such existing multiple occupancy dwelling to a condominium or condominiums shall file a Declaration of Condominium, Declaration Plan or Code of Regulations with the Department of Records of the City of Philadelphia or any other agency of the City of Philadelphia, and neither shall the Department of Records of the City of Philadelphia nor any other agency of the City of Philadelphia accept any Declaration of Condominium, Declaration Plan or Code of Regulations calling for the conversion of an existing multiple occupancy dwelling to a condominium or condominiums for a period of eighteen (18) months.

(b) For a period of eighteen (18) months to run concurrently with the eighteen (18) month period referred to in [subsection] (1)(a) of this Section, no notice, pursuant to Section 9-1204(1)(a), shall be sent.

(c) The Commission shall be empowered to seek injunctive relief to enforce this Section.

(2) During this period, the City Planning Commission shall undertake, utilizing the powers granted by this Chapter, a comprehensive and detailed study of the process and effect of condominium conversions. The purpose of such study shall be to formulate proposals for legislation to protect purchasers and tenants, to accommodate the interests of owners interested in converting rental properties to condominiums, and to develop a comprehensive plan for facilitating an orderly process of condominium conversions and a balance between rental and condominium housing stock.

## **§ 9-1207. Penalty.<sup>24</sup>**

(1) Any person violating an order of the Commission or any provision of this Chapter is subject to a fine of not less than one hundred (100) dollars and of not more than three hundred (300) dollars, together with costs of prosecution. Each violation shall constitute a separate offense.

## **§ 9-1208. Cooperative Conversion.<sup>25</sup>**

Section 9-1201 through Section 9-1209 listed herein shall also be applicable to the conversion of existing multiple occupancy dwellings to cooperative type real property.

## **§ 9-1209. Severability.<sup>26</sup>**

If any sentence, clause, section or part of this Chapter is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Chapter. It is hereby declared as the intent of the City Council that this Chapter would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

---

<sup>24</sup> Amended, Bill No. 758 (approved July 24, 1995), 1995 Ordinances, p. 1081.

<sup>25</sup> Added, 1979 Ordinances, p. 2059.

<sup>26</sup> Amended, 1979 Ordinances, p. 2059.