

Pennsylvania: Landlords Risk Exposure to Double Damages in Suits by Tenants

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Thursday, January 5, 2017

In *Pennsylvania*, residential and commercial lease agreements are governed not only by the terms of the lease itself, but also by the ***Landlord and Tenant Act of 1951***, 68 P.S. §§ 250.101, et. seq.

When a lease term ends, the landlord is required to provide a tenant with a list of damages caused to the premises within thirty days of the termination of the lease or repossession of the property.

In addition, the landlord must return any escrow monies held under the lease within that time period. If the landlord deducts any funds to pay for alleged damages to the premises, then the landlord must return the difference in the balance of the escrow funds to the tenant.

A landlord's failure to provide the written list of damages and/or return the escrow funds will expose the landlord to double damages in a civil suit with the tenant. By way of example, at the commencement of a three-year lease term, the tenant pays a \$5,000.00 security deposit to the landlord. The lease term ends, and the tenant vacates the property on September 1st. The landlord does not return the tenant's security deposit by October 1st. Thereafter, the tenant brings a claim in court to recover the security deposit from the landlord. The court agrees that the tenant is owed the money. Under the act, the court will enter judgment in favor of the tenant for \$10,000.00, double the amount of the escrowed funds.

Landlords and tenants should be mindful of these rules at the expiration of the lease term. Failure to comply could mean a windfall for the tenant and the loss of considerable sums for the landlord.

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