

# Eviction Court Legal Defenses

## Defenses to Nonpayment of Rent

- **Rent Receipts:** Bring all your receipts or proof of payment to court for the whole time you lived in the unit.
- **Repairs:** If you withheld rent due to repairs, you should bring:
  - (a) Current bank statements or money orders showing rent you withheld.
  - (b) printed, dated photos;
  - (c) documented L&I violations;
  - (d) texts, emails or letters to landlord about repairs;
  - (e) receipts for any repairs you made
- **License:** Your landlord needs a rental license to charge you rent. Get rental license history from L&I at the Municipal Services Building at Broad & JFK.
- **Certificate of Rental Suitability:** If you moved in after October 2011 your landlord needs to give you a Certificate of Rental Suitability and the Philadelphia Partners for Good Housing Brochure to charge you rent or evict you.
- **Lead Paint Ordinance:** Before you move in, the landlord must provide a Lead Safe Certification if there is lead on the property and a child six or under lives there. If the Health Department cites your landlord for a lead-paint violation, your landlord cannot evict or charge rent until it is fixed.
- **Excess Security Deposit:** After the first year of a lease, you can ask for a rent credit for any security deposit over one month's rent.
- **Utilities:** Check your lease and see if the utility was your responsibility. Also, bring any bills or letters from the utility company showing what you paid.
- **Attorney Fees:** You do not owe for attorney fees unless it says so in your lease and you were wrong in some way.
- **Damages:** You are not responsible for ordinary wear and tear; only damages you caused.

## Defenses to Termination of Term

- **Term not over:** Check your lease to see if the lease term is actually over.
- **Certificate of Rental Suitability:** If you moved in after October 2011 your landlord needs to give you a Certificate of Rental Suitability and the Philadelphia Partners for Good Housing Brochure to charge you rent or evict you.
- **Subsidized Housing Protections:** If you live in HUD, Low Income Housing Tax Credit (LIHTC) or public housing, you cannot be evicted for termination of term.
- **Violations:** Your landlord cannot evict you if there are open L&I or lead violations and you are current in rent or rent escrow.

## Defenses to Breach of Lease

- Your landlord must prove that you breached the lease using documentation or witnesses.
- You can bring documentation and witnesses with you to court to show that you did not breach your lease.

