

Covenant of Quiet Enjoyment

What if the landlord tries to keep my girlfriend/boyfriend from visiting my apartment?

Sometimes a landlord decides that he or she does not like a particular invited guest of the tenant. In one case, a landlord issued a “no trespass” letter to the tenant’s boyfriend, and then tried to evict her for letting the boyfriend visit. Pennsylvania courts concluded that this type of action by the landlord was a violation of the tenant’s right to quiet enjoyment, and did not allow the eviction. However, if the tenant’s guest is doing something that is a violation of the lease, such as; causing damage, criminal activity or disturbing the quiet enjoyment of other tenants, the landlord can restrict access of that person to the property and evict the tenant if they refuse to comply.

We have made every effort to insure the accuracy of the information in this pamphlet at the time it was created or revised. However, the law does change, sometimes quickly and unexpectedly. Therefore, you should consult an attorney before taking or refraining from any action based on the information in this pamphlet.

To Apply for Services with Northwestern Legal Services

Call 1-800-665-6957

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**NORTHWESTERN
LEGAL SERVICES**

“Covenant of Quiet Enjoyment”



Covenant of Quiet Enjoyment – Overview

When you rent an apartment, house, or mobile home, the law says you are “buying,” among other things, the right not to be bothered or disturbed by other people, including your landlord. The law calls this the implied covenant (promise) of quiet enjoyment. Implied means it is part of your lease even if it you don't actually find it in writing. The covenant of quiet enjoyment also applies to oral leases (leases not in writing).

Waiver in Lease

If you have a written lease, read it carefully, because it may require you to give up all or part of the covenant of quiet enjoyment. Typical examples of lease clauses which limit the quiet enjoyment covenant include: prohibiting you from having a pet, making excessive noise or having more than a certain number of people living with you.

Landlord Access Rights

The covenant of quiet enjoyment does not mean that you can keep the landlord from coming into your home for any reason. The landlord can enter your home at reasonable times to make repairs, examine the premises for upkeep, investigate damage or show it to prospective tenants or purchasers. The landlord should, as a courtesy, contact you before coming to your home to make sure it is convenient for you. Of course, if there is an emergency, the landlord can enter your home without your knowledge or permission. An emergency is something such as a burst pipe that, if not fixed right away, could cause the building to be damaged.

What if another tenant is disturbing your quiet enjoyment?

Typically, this happens when a neighboring tenant does something such as frequently play their stereo too loud. If you are faced with this type of situation, you should tell the landlord about the problem orally and in

writing (keep a copy of the letter you send) and ask that he or she does something to stop it. If the landlord fails to resolve the problem, you may want to break your lease and move. If the landlord then sues you for breaking the lease, go to the hearing and explain why you moved. Give the Magisterial District Judge a copy of any letter you sent to the landlord. It is also helpful to bring someone who witnessed the problems you faced to the hearing to explain the situation to the Magisterial District Judge. Finally, tell the Magisterial District Judge that the landlord's failure to do anything to stop the disturbances violated the covenant of quiet enjoyment and, therefore, you had a right to cancel the lease and move. **However, there is no guarantee the Magisterial District Judge will accept your defense.** Each case is decided on the facts the Magisterial District Judge thinks are important. If the Magisterial District Judge finds the facts do not prove the covenant of quiet enjoyment was broken by the landlord, you may end up owing the landlord money for breaking the lease.