

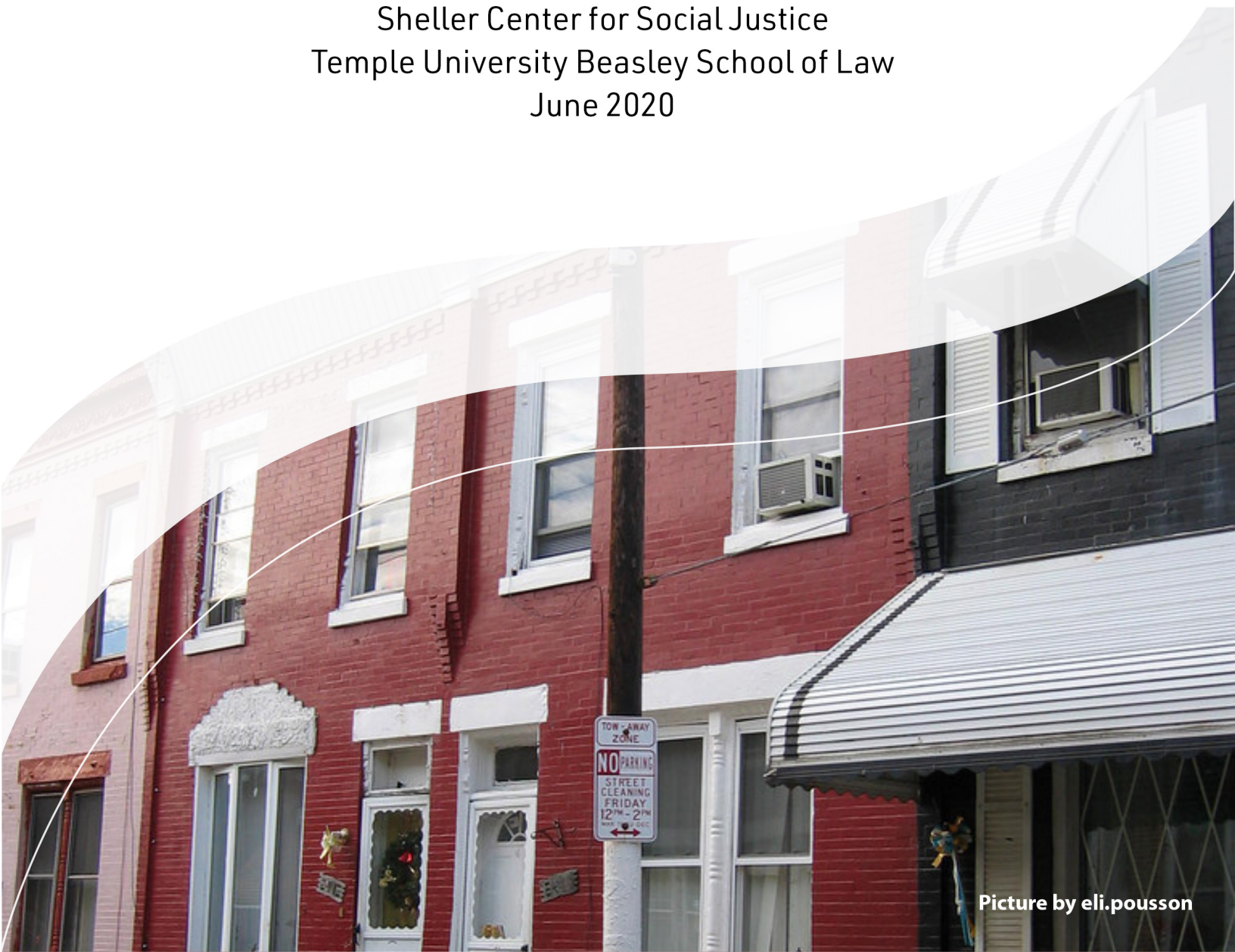
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Reducing Default Judgments in Philadelphia's Landlord-Tenant Court

Sheller Center for Social Justice
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Picture by eli.pousson

This report presents the work of six students in the Access to Justice Clinic of the Sheller Center for Social Justice: Sarah Kim Eisenhard, Alice Elmer, Kevin Kulesza, Xavier O'Connor, Ranjani Sarode, and Julia Sheppard. The research and writing for this report were conducted during the 2019-20 academic year, under the supervision of Prof. Len Rieser.

We appreciate the help received from fellow students Alex Burns, Zoe Cunningham-Cook, David Frias, Nayram Gasu, Basmah Raja and Sona Sosa, as well as Prof. Jennifer Lee of the Social Justice Lawyering Clinic, attorneys Ian Charlton and Barrett Marshall at Community Legal Services, and attorney Jonathan Pyle at Philadelphia Legal Assistance.

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I. Executive summary

Over half (54%) of all legal evictions are the result of a default judgment entered against a tenant.

- Mayor’s Task Force on Eviction Prevention and Response

While Philadelphia’s eviction crisis has been extensively studied, less attention has been paid to the fact that over half of the city’s “legal” evictions¹ are based on default judgments.² These are judgments issued without a full hearing before a judge, typically against a tenant who has not appeared in court.³

¹ “Legal” evictions, as used here, are evictions those that go through the judicial process; Philadelphia has many illegal evictions, also known as illegal lockouts, as well.

² According to the Mayor’s Task Force report, the 54% figure is based on a review of five years of landlord-tenant dockets, from 1/1/2015 through 12/31/2016. Mayor’s Task Force on Eviction Prevention and Response, Report and Recommendations (2018) (hereafter “Task Force Report”),

<https://www.phila.gov/hhs/PDF/Mayors%20Task%20Force%20on%20Eviction%20Prevention%20and%20Response-Report.pdf>, at 16. Sources cited in the Report are found at

https://www.phila.gov/hhs/PDF/Mayors%20Task%20Force%20on%20Eviction%20Prevention%20and%20Response_Citations.pdf. Another relevant statistic, offered to us by the Municipal Court, is that default judgments are issued in about 33% of landlord-tenant cases.

³ A default judgment can also be entered against a landlord who does not appear. However, this occurs less often.

Evictions based on default judgments are potentially problematic because, in these cases, no judge has looked at the tenant’s defenses. In addition, the tenants in these cases did not participate in the court-sponsored mediation process, which might have resulted in an agreement to delay or even avoid the eviction entirely.

We set out to find out why so many tenants were not participating in proceedings that could (and typically did) result in their losing their homes. Our research indicates that, while some default judgments are unavoidable, there are also certain aspects of the court process that, if addressed, could result in the entry of fewer such judgments – and thus fewer evictions based upon them. The issues range from the startlingly simple (e.g., the courthouse is barely marked, so some cannot find it) to the somewhat more subtle (e.g., default judgments are issued at or near the start of the session, so that a tenant who arrives late – even if for an excusable reason – will have lost his case).

- | Issues |
|--|
| <ul style="list-style-type: none">• Notice (service, comprehensibility of Complaint).• Obstacles to obtaining continuances.• Accommodating lateness.• Difficulty finding courthouse and courtroom.• Comprehensibility of default notice. |

- | Recommendations |
|--|
| <ul style="list-style-type: none">• Modifications to service procedure.• Plain-language revisions to Complaint.• Greater clarity about, and some changes to, process for obtaining continuances.• Issuing default judgments later in the session, to accommodate late arrivals.• Maps and signage.• Plain-language revisions to default notice. |

We also found that these issues could be addressed through relatively low-cost, straightforward measures – such as revising court notices and forms, adding signs, and making relatively modest changes to court procedure.

The arrival of COVID-19 and the closure of the courts has heightened our sense of urgency about these issues. The backlog of eviction cases, together with the likelihood that many more will soon be filed against tenants who have lost jobs and incomes, makes it especially important that the default judgment problem be addressed.

II. Philadelphia’s eviction crisis and the significance of default judgments

In 2016, over 22,500 landlord-tenant cases were filed in Municipal Court, involving more than one in 14 renters.⁴ Philadelphia’s relatively high rate of “forced moves,” including evictions handled by the courts as well as illegal evictions,⁵ and the direct connection between evictions and job loss, poverty, homelessness, poor health, educational disruption, child abuse, and the instability of entire neighborhoods,⁶ have been well documented.

Studies show, for example, that evicted tenants tend to relocate to substandard housing in disadvantaged neighborhoods and experience long-term housing problems.⁷ Inadequate housing in turn leads to health problems, such as asthma, developmental delays, lead poisoning, heart disease and poor mental health.⁸ Evictions are also linked to the loss of employment.⁹

Further, evictions not only affect the individuals evicted, but also lead to overall increases in neighborhood poverty and crime rates.¹⁰ Eviction is a significant racial justice issue, in that it disproportionately affects African-American families, especially those headed by single mothers. Eviction is also disproportionately experienced by people with disabilities, immigrants, and other disadvantaged populations.¹¹ Further,

⁴ Task Force Report at 12.

⁵ When all “forced moves” (including illegal evictions) are counted, the Philadelphia metro area ranks second only to Miami – and far “ahead” of Houston, Atlanta, San Francisco, New York and Chicago -- in the percentage of renters forced from their homes. *Id.*

⁶ Summaries of research findings are found in two recent reports, one by the Mayor’s Task Force on Eviction Prevention and Response and the other by a consulting firm, Stout Risius Ross. See Task Force Report at 8; Stout Risius Ross, *Economic Return on Investment of Providing Counsel in Philadelphia Eviction Cases for Low-Income Tenants* (2018), <https://www.philadelphiabar.org/WebObjects/PBA.woa/Contents/WebServerResources/CMSResources/PhiladelphiaEvictionsReport.pdf> at 23-29.

⁷ Matthew Desmond & Monica Bell, *Housing, Poverty, and the Law*, *Ann. Rev. Law. Soc. Sci.* 11, 25 (2015).

⁸ Matthew Desmond, et al., *Forced Relocation and Residential Instability among Urban Renters*, *Soc. Sci. Rev.* 227, 256 (2015).

⁹ Matthew Desmond & Carl Gershenson, *Housing and Employment Insecurity among the Working Poor*, *Soc. Problems* 63; 46, 67 (2016).

¹⁰ *Id.*

¹¹ Task Force Report at 13.

most evicted tenants are of low income,¹² and lack access to legal assistance because of the limited supply of free and low-cost lawyers.¹³

Our study addresses a specific aspect of the eviction crisis: the large number of evictions in Philadelphia that are based not on judicial hearings or negotiated settlements, but on default judgments. Default judgments are rulings, entered without a hearing or right of appeal, when a party – typically the tenant -- does not appear in court.¹⁴ These judgments are commonly for the full amount of rent that the landlord believes he is owed and frequently for “possession” (*i.e.*, eviction) as well.

Ten days after a default is entered, the landlord can request and the Court will issue a writ of possession. The writ of possession informs the tenant that she will be legally evicted no earlier than 11 days after the writ is left at the leased premises. Eviction then follows. *Over half* of all legal evictions followed this course during the five-year period from 2011 through 2015.¹⁵

Evictions based on default judgments are problematic. By definition, in these cases, there has been no full hearing concerning the landlord’s claims or the tenant’s defenses. The parties have also not participated in the Court’s mediation program, which might have led to an amicable resolution.

By contrast, if both parties appear in Court, the outcome can be quite different, and may be favorable – or at least favorable in part -- to the tenant. First, the Court requires that the parties engage in mediation or negotiation before the case can proceed to trial. If one party has legal representation (usually the landlord), the other party (usually the tenant) negotiates with that legal representative. If neither party has legal representation, a mediator oversees the negotiations. If the parties reach an agreement, they sign a judgment by agreement (JBA), which may reflect compromises over the amount of rent owed or the tenant’s ability to stay in the residence; JBAs are entered in about one-third of all eviction cases.¹⁶ Further, even if a hearing is held and the tenant is unsuccessful, the tenant can appeal to the Court of Common Pleas.

¹² *Id.*

¹³ Task Force Report at 11.

¹⁴ Task Force Report at 16.

¹⁵ *Id.*

¹⁶ Reinvestment Fund Report at 6, 8-16. This is not to say that the JBA process as implemented in Municipal Court is without problems; on the contrary, the Reinvestment Fund study found “incomplete understanding of rights and consequences of entering into a JBA; unrealistic payment plans; notably more advantageous outcomes for the small share of tenants with attorneys as compared to the majority of tenants (65%) who are not represented; and longer-term difficulty finding housing due to a recorded eviction judgment.” *Id.* at 2.

Assuming she continues to pay ongoing rent, she then obtains another opportunity to present her defenses (and, along the way, engage in further negotiations with the landlord).

The desirability of trying to reduce the rate of default judgments thus seems obvious: fewer defaults may mean fewer evictions. If even some of the tenants against whom default judgments are issued were coming to court, some evictions might be avoided – just as they are avoided for some of the many tenants who do come to court. Even when eviction cannot be avoided, moreover, it might be delayed by agreement so as to give the tenant more time to find alternative housing, and the amount of back rent owed might be reduced.

The pandemic has heightened the need to address the default judgment issue. The closure of the courts has resulted in a sizeable backlog of cases, which we believe will place pressure on the Court to resolve cases quickly. Moreover, because the pandemic has resulted in job and income losses, more tenants can be expected to fall behind in their rent – which means more eviction filings and, if current patterns continue, more default judgments and more evictions.¹⁷ For these reasons, consideration of why default judgments occur in such high numbers, and exploration of ways in which those numbers could be reduced, is especially warranted now.¹⁸

Our research suggests that, while there are certainly many reasons that tenants do not appear in court and suffer default judgments as a result, there are certain problems with the court process itself contribute significantly to Philadelphia’s high default judgment rate. Moreover, these problems could be corrected relatively easily.

Our detailed findings and proposals are found in the next section of this report. We recognize that they address only some aspects of the default judgment problem, and that other measures – some of which are already in place or under consideration¹⁹ -- are

¹⁷ Also, the Court has recently announced that parties must wear masks to court and has warned that “YOU RISK LOSING YOUR CASE BY HAVING A DEFAULT JUDGMENT BEING ENTERED AGAINST YOU SHOULD YOU ARRIVE LATE OR WITHOUT A MASK.” Philadelphia Municipal Court, *Plan to Reopen the Philadelphia Municipal Court’s Civil Division to the Public in a Safe Manner during the Covid-19 Pandemic* (May 2020) (hereafter “Municipal Court Plan”), Appendix A.

¹⁸ The negative consequences of evictions may also increase, in that while evictions create health risks even in non-pandemic times, those risks are greater under current circumstances.

¹⁹ These include the provision of help to tenants facing eviction, see <http://www.phillytenant.org/pepp>; a new ordinance that will eventually make counsel available to tenants who cannot afford representation, see Philadelphia Code, Sec. 9-808; a state-mandated moratorium on eviction filings, see <https://www.governor.pa.gov/wp-content/uploads/2020/05/20200507-TWW-dispossession-of-property-order.pdf>; rental

essential as well. But we believe that implementing our proposals would make a difference and would do so at relatively low cost.

III. Findings and recommendations

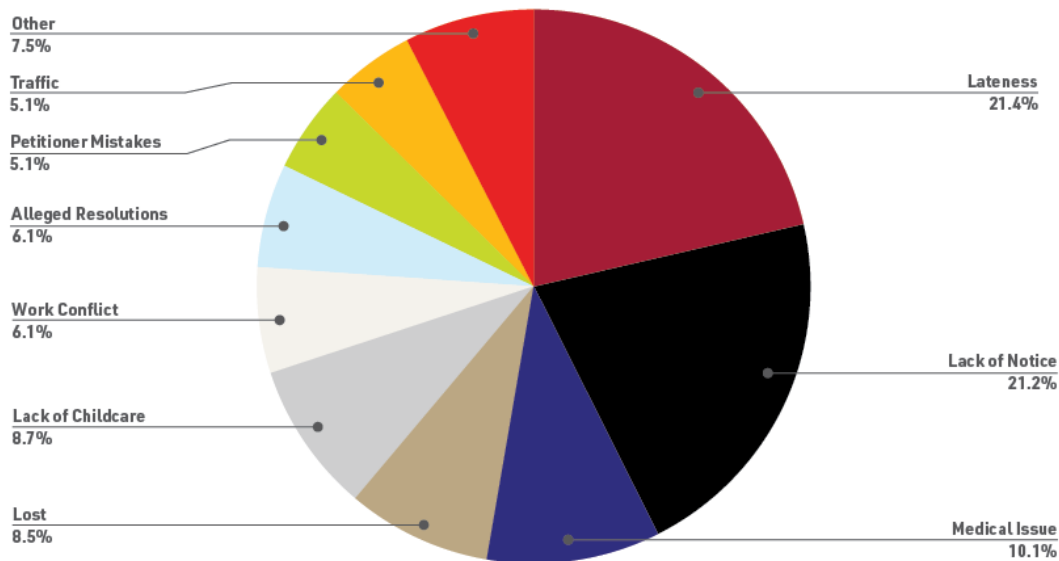
We analyzed data from 430 landlord-tenant cases in which a tenant filed a petition to open a default judgment. This research enabled us to identify the reasons most often cited by tenants for not appearing in court, as shown in the figure below.²⁰ The five most common reasons, which account for 70% of the total, were lack of notice, medical issues, childcare problems, lateness, and difficulty finding the courthouse and courtroom.²¹

assistance to tenants, see <https://phlrentassist.org>; changes to the “judgments by agreement” process that could even the playing field between landlords and tenants, see Reinvestment Fund, *Resolving Landlord-Tenant Disputes: An Analysis of Judgments by Agreement in Philadelphia’s Eviction Process* (2020), <https://www.reinvestment.com/research-publications/resolving-landlord-tenant-disputes-an-analysis-of-judgments-by-agreement-in-philadelphias-eviction-process/>; and legislation to create an eviction diversion program, extend the moratorium on evictions, provide for payment plans, and more, see <https://www.inquirer.com/real-estate/housing/rent-relief-emergency-housing-philadelphia-city-council-20200618.html>.

²⁰ We emphasize that the reasons for non-appearance contained in these petitions are the reasons offered by tenants. We could not and did not independently verify the truth of the reasons given. However, we believe that because the tenant can expect to have to prove the truth of any reason given, there is an incentive to be truthful.

²¹ Additional reasons cited are listed in Appendix B.

Reason Stated for Petitioner’s Failure to Appear at Hearing



In addition, we observed eviction proceedings; reviewed the standard landlord-tenant Complaint form, the attachments to the form, and the Notice of Default Judgment; interviewed a small number of tenants who had been involved in eviction proceedings; and reviewed practices in some other jurisdictions. More detail concerning our methodology is found in Appendix A.

A. Service of the Complaint

The issue

We found that 21.2% of the 430 petitions to open cited “lack of notice” as the reason for the tenant’s failure to appear.²² This finding raised the question of whether current procedures for serving the Complaint are sufficient to ensure that tenants actually receive it.

Discussion

²² Also, of the eight tenants whom we interviewed, none reported that they had been personally served; the other seven reported forms of “service” that did not fully comply with the Municipal Court Rules (five had received only mailed notice, one received only posted notice, and one received neither). See Appendix B.

The eviction process starts when a landlord files a Complaint in Municipal Court. The Complaint states the reasons that the landlord wants the tenant removed from the property and typically also includes a claim for back rent. The Complaint also informs the tenant of a hearing date, which is ordinarily set for three to four weeks after the Complaint is filed.

The Complaint must then be served on the tenant. According to Municipal Court rules, service may be accomplished in any of the following ways:²³

- A process-server hands a copy of the Complaint to the tenant or an adult who is “in charge for the time being of the [leased] premises,” and a copy is also sent by first-class mail;
- If personal service cannot be accomplished, the process-server posts the Complaint “conspicuously” on the premises, and a copy is sent by first-class mail;
- Alternatively, “any competent adult” serves the Complaint “in the manner prescribed in Chapter 400 of the Pennsylvania Rules of Civil Procedure.” (This chapter allows for personal service at the defendant’s residence or place of business.²⁴

As we understand it, the great majority of landlords select the Court’s appointed process server to attempt personal service. If personal service is not achieved, the process server then posts the Complaint at the leased premises. The Court also mails the Complaint to all tenants.

However, 57 of the 430 tenants in our sample disputed the affidavits stating that personal service had been accomplished in their cases. While we cannot say who was right in these situations, the important point is that, in the event of a dispute, there is no way to confirm the process-server’s statement.

Second, when the process-server finds no one at home and utilizes the “posting” option, the tenant may not actually receive the Complaint. Posting entails attaching notice somewhere that the process server deems to be “conspicuous,” inside or around the tenant’s residence. The notice can be damaged, removed, or destroyed by weather. In addition, Philadelphia has countless multi-unit properties with multiple and or restricted entrances; posting is an even less reliable option at these types of units. Our

²³ See Philadelphia Municipal Court Civil Division Rules 111(A) and (B); Standard Case Management Order Relating to Service of Process in the Philadelphia Municipal Court (Nov. 28, 2001).

²⁴ Rule 402, Pa. Rules of Civil Procedure.

docket review showed that 58 of the 430 tenants who were reported to have been served by posting contended that they had not received the Complaint.

Third, by the time the Complaint is served, some tenants will have received a “notice to quit” or “vacate” from their landlord, directing them to leave the property.²⁵ A tenant who complies with the notice will not be present to receive the Complaint – whether by personal service, posting, or otherwise. Other tenants may have abandoned the property on account of building conditions or for other reasons, and similarly will not receive the Complaint. The Municipal Court Rules, which require service at “the leased premises” as opposed to the tenant’s actual residence, do not take this problem into account.

One might assume that the fact that the Court also mails a copy of the Complaint in all cases would help ensure proper service. But mailing alone is not sufficient under Municipal Court rules.²⁶ Moreover, because the Court uses regular (not certified) mail, there is no way to verify that a mailed notice reached the tenant – even assuming the tenant is still at the property.²⁷

²⁵ The notice to quit is required by 68 P.S. § 250.501 unless it has been waived in the lease.

²⁶ Philadelphia Municipal Court Civil Division Rule 111(B).

²⁷ We were unable to determine whether, if the envelope is returned to the Court as undeliverable (perhaps because of a problem with the address), the Court notes this in the docket or makes another attempt at mailing. The Court has informed us that it does not return mail on the docket; some representatives of tenants question whether this routinely occurs.

Recommendations

To improve the reliability of personal service, the Court should consider requiring time/date stamped GPS photographs with all filed affidavits of service, assuming a study currently underway demonstrates the value of the procedure.

This policy was adopted several years ago by the Court of Common Pleas, where the same process-server that is used in the majority of the Municipal Court's landlord-tenant cases makes service in tax foreclosure proceedings.²⁸

Reinvestment Fund is currently conducting a study of whether the procedure, if applied in landlord-tenant cases in Municipal Court, would reduce the likelihood of default as compared with the current procedure.

Time	Latitude	Longitude
2010-08-01 12:01:09	34.69888	135.534146
2010-08-01 21:10:13	39.703028	141.146445
2010-08-01 12:48:23	34.33872	135.600167
2010-08-01 14:46:09	34.709877	135.591781
2010-08-01 18:19:52	35.534478	140.304336
2010-08-01 18:24:52	35.527892	140.312319

The Court should revise its rules and procedures with respect to mailings, which should be by certified mail, return receipt requested. In our view, the use of certified mail would increase the likelihood that, if the mailing is not received, the Court will be made aware of the problem.

B. Comprehensibility of the Complaint

The issue

A second issue relevant to notice is whether, even if properly served, the Complaint provides the tenant with comprehensible information. When Philadelphia's low literacy rate is considered, it seems likely that many tenants would not necessarily understand the content of the document or its implications.

²⁸ Court of Common Pleas, Civil Division, Administrative Docket No. 3 of 2017, *In re: Service of Petitions Filed Pursuant to the Municipal Claims and Tax Liens Act*.

Discussion

A redacted version of the form Complaint is found in Appendix C. While a highly literate reader would likely understand the document, its language and formatting are such that a person of low literacy – i.e., about one-third of all Philadelphians²⁹ -- could easily fail to understand some or all of its contents. They might not understand, for example, that this is not just a demand but the first filing in a lawsuit; that the suit could result in a money judgment and/or eviction (the complaint uses the unfamiliar term “judgment of possession”); and that the recipient has a right to respond in court and/or to try to negotiate a resolution.

Moreover, even a reader who understood those points might have difficulty comprehending the specifics. For example, in order to find the part of the document that sets out information about the amount of rent that is allegedly unpaid, the reader must navigate through a series of complex statements establishing the landlord’s right to lease the property. It is easy to imagine reader of low literacy getting lost in, or overwhelmed by, this information.

The Complaint does include a page informing the defendant that he is being sued, that he has the right to defend, and that he must show up at a hearing. However, this critical information is provided only after several pages of legalese. Further, while the consequences of failing to appear are mentioned, the Complaint does not make clear what the benefits of appearing for the hearing may be, *i.e.*, the opportunity to engage in court-assisted mediation, to work out a Judgment by Agreement, or if necessary to present defenses to a judge – all with the goal of either remaining in the home or at least reducing or avoiding any money judgment. Lacking this information, some tenants may conclude that there is no point in attending.

Finally, the all-important date, time, and location of the hearing are often at the bottom of an inner page in a small font, where they can be easily missed.

Recommendations

The Court should revise the Complaint form and attachments in accordance with “plain language” principles. Plain language guidelines are available from the National

²⁹ The Center for Literacy reports that “[a]lmost 40% of those living in poverty in Philadelphia lack a high school credential and an estimated 550,000 individuals in the city are considered low literate.” <https://centerforliteracy.org/poverty-literacy/>. Philadelphia’s population is approximately 1.6 million.

Association for Court Management (NACM) and other sources.³⁰ The goal of plain language communication is to ensure that communication is understandable to the intended audience “the first time they read or hear it.”³¹ The guidelines include simple pointers with regard to organization, formatting, word choice, sentence and paragraph length, the use of examples and visuals, writing for the web, and even building signage. These guidelines could readily be applied to the communications from Municipal Court, many of which – including the Complaint -- do not currently reflect a plain language approach.

Other jurisdictions have adopted plain language documents. In New York City, for example, tenants are served a plain language notice along with the complaint. The notice informs the tenant of the nature of the suit against them and that they may have a right to an attorney, as well as giving them numbers to call for legal aid, ADA accommodations, and so forth, and instructs them on how to postpone the case if necessary (more on postponement below). The notice accomplishes this in two short pages and in simple language.³²

Other examples of plain-language forms are readily available, from the NACM guidance discussed above and from websites of court systems from around the country.³³ Also, as noted above, the attachments that Municipal Court sends with the Complaint in eviction cases already include at least one example of plain-language writing: the list of legal resources. This too could serve as a model.

Finally, while our research did not encompass the issue of access for non-native speakers of English, we note that the Language Access Plan approved by our Supreme Court in 2017 provides that “[t]he translation of vital forms and documents so that LEP individuals have equal access to needed information and court services is a critical

³⁰ National Association for Court Management, *Plain Language Guide: How to Incorporate Plain Language into Court Forms, Websites, and Other Materials* (2019), <https://nacmnet.org/wp-content/uploads/NACM-Plain-Language-Preview2.pdf> (hereafter “NACM Plain Language Guide”). This citation is to a preview copy of the guide, which is available for sale on NACM’s web site. *See also* *Federal Plain Language Guidelines* (2011), <https://plainlanguage.gov/media/FederalPLGuidelines.pdf>.

³¹ NACM Plain Language Guide at 9.

³² New York City Housing Court, *Notice of Nonpayment Petition*, available at <https://www.nycourts.gov/courts/nyc/housing/forms.shtml>.

³³ *See, e.g.*, <http://www.illinoiscourts.gov/Forms/forms.asp>.

aspect of meaningful access to the courts.”³⁴ We believe that redesign and simplification of the Complaint would also facilitate the development of comprehensible versions in other languages.

C. Continuances

The issue

Tenants may have compelling reasons for seeking a change in the day or time of their court appearance. Medical issues, for example, were cited by 10.1% of the petitioners in our sample as the reason for their failure to appear. These issues included hospital admissions, difficult-to-reschedule medical appointments, and bad health or injury. Another 8.7% of petitioners cited the inability to obtain childcare at the specified time as a reason why they did not appear in court.

Discussion

Even routine medical appointments can be difficult to reschedule, and illness and emergencies obviously do not respect court calendars. Similarly, it is entirely possible that a tenant will not be able to arrange childcare on the particular date and at the time selected by the Court. While bringing one’s children to court was never a practical option,³⁵ the Court now – as a result of the pandemic -- expressly tells parties, “please do not bring [children] to court if at all possible.”³⁶

While these were the types of conflicts most often mentioned, they are obviously not the only possibilities. A tenant may be the caregiver for an elderly family member, may be unable to leave work at the time specified, may be out of town, or may in some other way be unable to appear.

³⁴ Unified Judicial System of Pennsylvania, Language Access Plan (hereafter “PA Language Access Plan”), <http://www.pacourts.us/assets/files/setting-6423/file-5972.pdf?cb=11e5cd>, at 14.

³⁵ Although children were allowed in Municipal Court courtrooms during the period we studied, litigants were not informed of that fact. Moreover, many tenants undoubtedly assumed that they would be unable to supervise children while also representing themselves in an eviction proceeding, especially given the frequent demands for silence and order from Court staff.

³⁶ Municipal Court Plan, Appendix A.

Conflicts are a fact of life in court systems, and the Municipal Court, like others, has a mechanism for dealing with them: Municipal Court Rule 116,³⁷ which states that parties may request that the hearing be continued to a different day. One way of making such a request is by appearing on the date originally scheduled and making the request in open court. The other route is to file a request at least 10 days in advance of the hearing. The request must be in writing, must specify the reasons for the continuance, and must be served on the opposing party. The decision to grant or deny the continuance is then up to the Court.

However, the Complaint and attached documents do not inform the tenant that a continuance may be available. The documents also say nothing about what grounds for a continuance might be considered adequate, or how to go about making a request. Thus, a tenant faced with a significant conflict may well not know that a change of date or time might be possible, or what steps he should take in order to obtain one.

To be sure, information on the availability of continuances is available from other sources. For example, the phillytenant.org website contains information on how to request continuances and provides some examples of potentially acceptable reasons. But this information is available only to a tenant who knows and has the capacity to navigate to phillytenant.org. Similarly, the Landlord-Tenant Court pamphlet,³⁸ which is housed on the website of the Philadelphia Courts, provides continuance information. To find it, however, the tenant must have internet access; must know to navigate through the First Judicial District web site to the Municipal Court page; must then find the appropriate drop-down menu and select the item entitled “How to start a Landlord Tenant Case” (a title that does not pertain at all to the issue of continuances); and then at the very end, under the heading “The Landlord Tenant Trial” (again, a title that does not pertain to the information the tenant is seeking), locate information on how to request a continuance.

Further, we believe that the procedure for requesting the continuance is burdensome, especially in a city in which so many people are or of low literacy and may have difficulty preparing a written request and figuring out how to “serve” their landlord.

Finally, the procedure is of no help at all to a tenant who develops a need for a continuance within the 10 days preceding the hearing – and certainly medical or other important issues may well present themselves within this window. Moreover, we found,

³⁷ <https://www.courts.phila.gov/pdf/rules/MC-Civil-Division-Compiled-rules.pdf>.

³⁸ <https://www.courts.phila.gov/pdf/brochures/mc/LANDLORD-TENANT-PAMPHLET.pdf>.

17% of the tenants in our database who cited “lack of notice” as a ground for opening their default judgment had received the Complaint 10 or fewer days in advance of the hearing. These tenants could not possibly have complied with the 10-day rule even if they had known of its existence.

In response, the Municipal Court has informed us that many tenants do obtain continuances by calling the Court and requesting them. While we do not know how often continuances are obtained in this way, our review of the dockets suggests that there may be many other tenants who – because the papers they receive say nothing about the possibility of obtaining a continuance – do not even know that they can make the request. In our opinion, the Court should explicitly inform parties that they have that right.

Recommendations

The Court should include with the Complaint a conspicuous, plain-language explanation that a continuance may be available if necessary. The explanation should give examples of the types of circumstances in which a continuance will be considered and should spell out the procedure for making a request.

The Court should also establish a procedure to accommodate requests that arise up until a day or two in advance of the hearing, by remote means and without seeking the consent of the other party. Medical issues and other genuinely urgent matters do not always give 10 days’ notice, and tenants should not suffer default judgments when they occur. Moreover, the requirements that tenants contact the other party, and that they make their requests in writing rather than by phone or e-mail, create burdens for the vast majority of tenants who are unrepresented.

Other jurisdictions have adopted approaches that the Court should consider. For example, in contrast to Philadelphia’s 10-day rule, California requires simply that the party requesting the continuance make the motion or application as soon “as reasonably practical once the necessity for the continuance is discovered.”³⁹ This more flexible language accommodates scenarios in which a conflict arises close to the hearing date. And on the issue of clearly explaining the continuance process, the web site of Virginia Beach, Virginia, contains a prominent link to information on “Continuances” and

³⁹ California Rules of Court, Rule 3.1332(b), https://www.courts.ca.gov/cms/rules/index.cfm?title=three&linkid=rule3_1332.

offers clear instructions on how a continuance may be requested -- up to two days before the hearing date.⁴⁰

If and when health considerations permit, the Court should consider implementing a childcare program within the courthouse and let tenants know in advance that it will be available. Montgomery County implemented such a program in its courthouse, free of charge to participants.⁴¹

D. Accommodating lateness

“The Petitioner states that she was **just a few minutes late** to the hearing...her child is currently sick, and the petitioner had to wait for the father to pick him.”

“The Petitioner could not take off work. The Petitioner traveled directly from her job to her court hearing today, but arrived **a few minutes late.**”

“The petitioners...arrived **a few minutes late** due to school drop-off.”

“The Petitioner states that she was **just a few minutes late** to the hearing due to attempt to locate the correct courtroom & building.”

“The Petitioner states that she was **just a few minutes late**...she is a school bus driver, and had to complete her route.”

“The Petitioner, who is physically disabled...states that her caretaker arrived late when picking her up which caused her to appear to the hearing **a few minutes late.**”

-Excerpts from petitions to open default judgments

The issue

A tenant who arrives late, even for an excusable reason, may find that a judgment has been entered against him. Our data showed that 21.4% of parties who later petitioned to open a default judgment said that they had arrived late, sometimes only by what they described as “a few minutes.”

Discussion

The following description of court procedure relates to the procedure in place before the Court closed because of the pandemic. We are aware that the Court plans to put a different procedure in place as it reopens, and that late arrivals may -- or may not -- fare differently under this new procedure. We believe the issue continues to deserve close attention.

The court crier initiates the proceedings shortly after either the 8:45 am or 12:45 pm start time. At the start of the session, the

⁴⁰ <https://www.vbgov.com/government/departments/courts/general-district-court/Pages/continuances.aspx>.

⁴¹ Montgomery County Pennsylvania, *Court Care*, <https://www.montcopa.org/117/Court-Care>.

crier hands out paperwork and informs the parties about the Court's procedures, including instructions to respond when one's name is called, and a warning that if a party is not present when called, the other side may request a default judgment. The list of cases is then called, and if a party (typically the tenant) does not respond, a default judgment is entered against that party.

This does not mean that all default judgments are entered at the very beginning of the session, since it takes some time to proceed through the list. A tenant may arrive late, but if her name happens not to have been called, she may still be in time to avoid a default judgment. But it is also possible that her name will have been called and a judgment entered.

There are many reasons that a tenant might arrive late, not all of them within the tenant's control. For example, the 8:45 am start time may be too early for a parent who must drop off their child at school and then travel downtown. For example, the Disston Elementary School in northeast Philadelphia opens at 8:15 am; a trip by public transportation from Disston to Municipal Court at that time of day takes nearly an hour, assuming no delays. Thus, a parent who dropped off their child at the earliest possible time at school would almost inevitably arrive late to court. Gompers Elementary in Wynnefield begins at 8:40 am for grades K-2; travel to Municipal Court by public transit at that time takes about 40 minutes.⁴² Again, a conscientious parent could easily arrive after the call of the list.

Unusual traffic congestion and unpredictable delays can present similar problems for tenants who drive into the city, whether for the morning or afternoon session. A tenant who gets lost or has difficulty identifying the courthouse (see "Locating the courthouse and courtroom," below) may also arrive late. Even congestion at the two available elevators, which according to the Court's reopening plan will now accommodate only two persons at a time, could result in lateness.⁴³ In short, lateness happens, sometimes for good reasons.

There appears to be no clear need for the Court's current practice of entering default judgments early in the proceedings. Default judgments could instead be entered following a "second call" later in the session.

An additional benefit of instituting a later call would be to ensure that unrepresented parties know about the help that may be available to them. Information about the Lawyer of the Day program and the Courtroom Navigator – two vital

⁴² Travel data from Google Maps.

⁴³ Municipal Court Plan at 1.

resources provided for the purpose of increasing access to justice in landlord/tenant matters – is provided only at the start of the proceedings, so parties who arrive late may never become aware of these services. *(This point requires a caveat in light of the Court’s recently-announced reopening plan, which in our opinion complicates matters further by providing that these services will no longer be available at the courthouse even for tenants who do appear.)*⁴⁴

Recommendations

Instead of entering default judgments at the beginning of each session, the Court should proceed to hear those cases for which both parties are present, and institute a later call for parties who did not respond at the start of the proceedings. The Court should also repeat, at that point, its announcements concerning available tenant resources. This approach should not delay the Court’s work, since the Court can use the available time to dispose of cases for which the parties are present.

The Court has informed us that new scheduling arrangements will make this recommendation “irrelevant,” in that cases will be scheduled in a series of blocks rather than all at the same time. We are not at all certain that these arrangements will fully resolve the problems discussed in this section, especially because the new procedure will create relatively short blocks of time in which, if the tenant does not appear, a default judgment will follow. Our bottom line is that, whatever its procedure, the Court should find a way to avoid entering default judgments in cases of excusable lateness.

⁴⁴ Municipal Court Plan at 3.

E. Locating the courthouse and courtroom

“The Petitioner states she was running late to her hearing because she had **trouble finding the building.**”

“The petitioner **could not find our court.** She was lost.”

“The Petitioner states that she was sent to the wrong courtroom where she awaited her hearing for 45 minutes, only to realize that she **was placed in the incorrect courtroom.**”

“The Petitioner states that he was just a few minutes late appearing to the hearing due to **attempting to find the correct courtroom.**”

-Excerpts from petitions to open default judgments

The issue

Tenants face challenges in locating the courthouse and appropriate courtroom. We found that 8.5% of petitioners stated they received a default judgment because they got lost.

Discussion

The Municipal Court is located at 1339 Chestnut St. and is not easily identified. While it shows up on navigation tools like Google Maps, the exterior of the building has only inconspicuous signage. Because the court occupies several floors of a much larger property, it looks like a regular office building from the outside. A sign that says “Municipal

Court – 6th Floor” is visible only after one has found and entered the building.

In response, the Court has informed us that its own landlord will not permit it to install signage on the building. When one considers the consequence for tenants who lose their homes because they were unable to locate the Court, however, it seems to us that the signage issue is a problem that the Court must find a way to solve.

Our review of the dockets suggests, moreover, that even those litigants who find the building and pass through security on the sixth floor are sometimes directed to the wrong courtrooms, causing them to be absent when their case is called and therefore to receive a default judgment.

It seems axiomatic that, in the absence of clear maps and signage, tenants should not be found at fault – and subjected to default judgments – for failing to arrive at the correct building or the correct room.

We also note that the state’s Language Access Plan provides that courthouse signage must be understandable by speakers of other languages.⁴⁵

⁴⁵ Language Access Plan at 18.

Recommendations

The Court should include a map and “how to get here” instructions to the materials that are included with the Complaint.

The Court should arrange for the installation of clear and comprehensible signage, both inside and outside the court building, and near all entrances.

The crier in each Municipal Court courtroom should clearly announce the nature of the matters before the Court at the beginning and during the course of each proceeding, so parties know they are in the correct room.

F. Comprehensibility of the Notice of Default Judgment

The issue

The final issue involves the content of the Notice of Default Judgment, which is mailed to the tenant after the judgment is entered. The notice is shown on the following page. It consists of the names of the parties, the amount of the judgment, the date by which the property must be vacated, and the following statement:

Pursuant to Rule 122, you are hereby notified that a judgment has been entered against you, as Defendant, in the above matter.

Upon payment to the Plaintiff of the above amount or settlement of this Judgment, you must receive from the Plaintiff an Order to Satisfy, signed by the Plaintiff. The Order to Satisfy must then be filed by you with the Judgment and Petitions Unit, 1339 Chestnut Street, Room 1003, Philadelphia, PA 19107, to satisfy the judgment from the record.

This notice is not written in plain language and does not make clear what a default judgment is, what its consequences are likely to be, or what legal options the tenant may have if they believe that the judgment should not have been entered against them.



PHILADELPHIA MUNICIPAL COURT

Office of the Deputy Court Administrator

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

215-686-2910

10/04/2019

Patrick F. Dugan
President Judge

John J. Joyce
Deputy Court Administrator

[REDACTED]

Plaintiff

Date of Judgment:

[REDACTED]

Claim No.:

[REDACTED]

Property:

[REDACTED]

vs.

[REDACTED]

Defendant

Order to Vacate By:

Failed to Appear On:

[REDACTED]

Judgment Amount:

[REDACTED]

NOTICE OF JUDGMENT

Pursuant to Rule 122, you are hereby notified that a judgment has been entered against you, as Defendant, in the above matter.

Upon payment to the Plaintiff of the above amount or settlement of this Judgment, you must receive from the Plaintiff an Order to Satisfy, signed by the Plaintiff. The Order to Satisfy must then be filed by you with the Judgment and Petitions Unit, 1339 Chestnut Street, Room 1003, Philadelphia, PA 19107, to satisfy the judgment from the record.

John J. Joyce
Deputy Court Administrator

Discussion

Clarity is especially important at this stage of the proceedings, because a tenant against whom a default has been entered is on the verge of eviction, has no right of appeal, and has only one narrow avenue by which to challenge the judgment: filing a petition to open. Such a petition can be granted, and a new hearing provided, if the tenant is able to convince the Court that (1) she filed the petition promptly; (2) she has a “meritorious defense” to eviction; and (3) her failure to appear can be reasonably excused.

In order to exercise this right, however, the tenant must first understand what it means that a default judgment has been entered – *i.e.*, that she has reached the last stage of the process leading to eviction. The statement contained in the current notice of default judgment does not provide this information, in plain language or otherwise.

Second, the tenant must understand that she does have a right to file a petition to open the judgment if she meets the legal criteria for doing so. The notice does not mention this right, nor does it explain what must be shown in order for the petition to have chance of success.

Third, the tenant must understand how, when and where to file such a petition. The notice is silent on these points as well and makes no mention of the urgent importance of filing quickly.

Recommendations

The notice of default judgment should explain, in plain language, the reasons for the entry of the judgment; the consequences of the judgment; and the fact that a petition to open can be filed, the grounds on which such a petition must be based, and how, when and where it must be filed.

Again, the Court could look to other jurisdictions for examples. The state of New York, for example, has developed a clear and relatively simple explanation of what a default judgment is and how a party can challenge it – and even provides a do-it-yourself form for parties wishing to do so.⁴⁶

⁴⁶ <https://www.nycourts.gov/courthelp/AfterCourt/vacatingDefault.shtml>.

We also reiterate a point made earlier concerning revisions to the Complaint – *i.e.*, that a clearer and more understandable notice of default judgment would lend itself more readily to translation into other languages, as contemplated by the state’s Language Access Plan.

IV. Conclusion

Our research suggests that in significant numbers of instances in which tenants do not appear for their court hearing, the reasons involve the court process rather than neglect or a lack of interest on the part of the tenant. We also conclude that these issues have relatively easy solutions.

We recognize that Landlord-Tenant Court is a complex system with many moving parts, and that change is always challenging. But the relatively straightforward measures suggested here – some of which are already in operation in other jurisdictions -- would increase fairness without compromising efficiency. These changes would also help to relieve the enormous social and financial costs of evictions. The pandemic has made the case for these adjustments even stronger. We stand ready to help with further research and additional ideas.

Appendix A: Additional information on our methodology

We reviewed data from all 430 Philadelphia landlord-tenant cases in which a default judgment was entered against the tenant, and where the tenant subsequently filed a petition to open, between January and July of 2019. We focused on these dockets because they are the only ones from which one can obtain information on the reasons for the tenant’s non-appearance. We noted the reasons given and, using key words, ranked the prevalence of each reason.⁴⁷ In addition, because “lack of notice” was so frequently given as a reason for non-appearance, we examined the dockets pertaining to a smaller sample of 115 tenants who cited that reason. In each of these cases, we looked at the affidavit of service filed with the Court, which indicated the date and type of notice that the tenant had purportedly received.

Besides reviewing the dockets, we interviewed a small number of tenants who had been involved in eviction proceedings. Tenants who visited the Landlord-Tenant Help Center in Municipal Court were asked whether they would be willing to complete a survey regarding their experiences. We were given names and phone numbers for 42 tenants who agreed to be surveyed. Survey questions were developed in collaboration with Community Legal Services. Of the 42 tenants, eight answered when called and agreed to participate. Of the remaining 34 tenants, eight declined to participate when called, seven could not be reached because their phone number was no longer in service, and 19 were left voicemails but did not respond.

Given the small sample size, the information collected from the eight participants (and summarized in Appendix B) is anecdotal rather than statistical. However, these interviews did help us understand the court process from the tenant’s perspective.

⁴⁷ In a single petition there were often multiple reasons cited, so the total number of reasons given exceeds the number of dockets examined.

Appendix B: Additional data

Prevalence of reasons for failure to appear

Reason listed in petition to open	Number of cases
Alleged out of court resolution	31
Attorney emergency	1
Car trouble	3
Childcare	44
Conflicting court dates	4
Continuance not granted	5
Court agreement not noted	2
Did not have authorized representative	1
Did not hear name called	4
Family emergency	5
Lack of notice	107
Lateness	108
Lost (wrong building or room)	43
Medical reasons	51
Not informed by court on date or location	5
No parking	4
Out of town	3
School conflict	1
Petitioner mistake	26
Traffic	26
Work conflict	31

Questionnaire for tenant interviews

How did you find out about your court case?

- The court papers were handed to me
- The court papers were handed to someone who lives with me
- I received the court papers in the mail
- The court papers were posted to my property
- Other (please explain)
- I did not receive notice

Did you receive a written notice from your landlord before you received papers from the court?

- N/A - no notice from landlord or court
- Yes - my landlord sent me a notice to vacate before I got notice from the court
- No - I only received notice from the court
- Other (please explain)

You stated that you received the court papers by way of _____. Did you receive the court papers a second time?

- The court papers were handed to me
- The court papers were handed to someone who lives with me
- I received the court papers in the mail
- The court papers were posted to my property
- Other (please explain)
- I did not receive notice a second time

If you did not hear about your court case before it occurred, when did you find out about the outcome of your case?

- When I received court papers in the mail about the default judgment
- When I was locked out of my unit
- Other (please explain)

Did you receive information about eligibility for legal services?

If so, how did you find out about those legal services?

- From the paperwork I received about my court date
- I learned I was eligible when I first came to Court
- Other (please explain)

When did you receive official notice of your court case?

- More than 10 days before my scheduled hearing
- Less than 10 days before my scheduled hearing

Did you know you could request a postponement?

Did you request a postponement of the case and, if so, how? Select ALL that apply.

- I did not request a postponement
- I called the Court
- I faxed the Court

- I asked at Court
- Other (please explain)

If you requested a postponement of your case, why did you request it? Select ALL that apply:

- I needed to find a lawyer
- I needed more time to find another rental property
- I could not make it to Court at the scheduled hearing time (if so, please explain)
- Other (please explain)

If you requested a postponement, did the Court grant your postponement request?

- Yes, but I had to come to Court to get it postponed
- Yes, and I did not need to appear for my first scheduled trial date
- No
- Other (please explain)

If you received a default judgment (decision from the court when you missed your hearing), did you know you could file a petition to open it?

- Yes
- No

And if so, how did you find out?

- Court clerk
- Legal services
- Other (please explain)

Were you eventually represented by a lawyer?

- Yes
- No

Tenant interview results

Due to the small sample size, these results should not be relied upon as indicative of larger themes or trends. They are offered here only to show that with a larger sample size, rich data could be provided. This could include information on whether tenants actually received the mailed complaint from the Court – a question that cannot be answered the court docket.

Notice to Vacate

Of the eight participants, one received a Notice to Vacate from their landlord when or before a complaint was filed. The remaining seven participants did not receive any notice from the landlord.

Service of Complaint

Per local rules, “[l]andlord/tenant complaints for rent or possession may be served by posting the same upon the leased premises by an authorized writ server and mailing

a copy to the tenant by first class mail.”⁴⁸ Five participants received only mailed notice. One participant received both a mailed complaint and posted notice. One participant received only posted notice. One participant did not receive either mailed or posted notice.

Eligibility for Legal Services

Two participants received information about legal services from their court complaint paperwork, prior to their hearings. One participant found out about legal services prior to their hearing, after performing an internet search. Four participants found out about legal services when they arrived at their hearing. One participant found out about legal services after a default judgment was entered against them, after calling the Court with questions about the default judgment.

Feasibility of requesting a continuance

Timing. Parties in eviction proceedings may request a continuance if they have good cause to be unavailable for the scheduled hearing, so long as the request is made at least ten days in advance of the hearing. Six participants were notified of their hearing more than ten days before the hearing was scheduled. One participant was notified of their hearing seven days before the hearing. One participant was never notified of their hearing.

Knowledge. Eviction complaints do not inform defendants of the existence of continuances. Five participants did not know they could request a continuance. One participant found out at their hearing and requested a continuance with the help of the Lawyer of the Day. One participant knew they could request a continuance but had fewer than ten days required. One participant was never notified of their hearing.

⁴⁸ Philadelphia Municipal Court Civil Division Local Rules, Rule 111.

Appendix C: Landlord-Tenant Complaint



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Patrick F. Dugan, President Judge

John J. Joyce, Deputy Court Administrator

LANDLORD AND TENANT COMPLAINT

Date Filed: [REDACTED]

LT-19-

Complaint Continuation

<i>Plaintiff(s)</i>	<i>Defendant(s)</i>

- I. Plaintiff states that he/she/it owns the real property located at the following address: [REDACTED] Plaintiff further states that there is a lease between him/her/it and the above-referenced defendant(s). The lease is written, attached and began on [REDACTED] for the term of a year or more. Additionally, plaintiff states that the lease is residential.
- II. Plaintiff states that he/she/it is in compliance with Section 9-3902 of the Philadelphia Code by having a valid Rental License at the time of filing this complaint.
* The Effective Date of the license is [REDACTED] and its Expiration Date is [REDACTED]

Plaintiff states that he/she/it had or has a Rental License for each month for which he/she/it is seeking unpaid rent in paragraph XI and that a copy of each applicable Rental License is attached.
* License - Effective Date [REDACTED] Expiration Date [REDACTED]
- III. Plaintiff states that he/she/it is in compliance with Section 9-3903 of the Philadelphia Code as a result of having provided the tenant with a Certificate of Rental Suitability and a copy of the City of Philadelphia Partners for Good Housing Handbook prior to the first month for which he/she/it is seeking unpaid rent in paragraph XI and the Certificate of Rental Suitability that was provided was issued by the Department no more than sixty days prior to the inception of the tenancy. A copy of any Certificate of Rental Suitability provided to the tenant is attached.
* Certificate - Date Issued by Department [REDACTED]
- IV. Plaintiff states that the leased property:
 - A. was built before March of 1978.
 - B. is not a residential property developed by or for an educational institution for the exclusive use and occupancy by that institution's students.
 - C. is not owned or subsidized by the Philadelphia Housing Authority or its subsidiaries, or privately owned and leased under the Housing Choice Voucher Program; and
 - D. has not had and will not have a child aged six or younger.
 - E. The lease is effective from [REDACTED] to the present.



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107
Patrick F. Dugan, President Judge John J. Joyce, Deputy Court Administrator

LANDLORD AND TENANT COMPLAINT

Date Filed: [REDACTED]

LT-19-

Complaint Continuation

- V. I have not provided the defendant with a valid certification prepared by a certified lead inspector stating that the property is either lead free or lead safe.
- VI. Plaintiff states that the subject premises is fit for its intended purpose.
Plaintiff states that he/she/it is unaware of any open notice issued by the Department of Licenses and Inspections ("Department") alleging that the property at issue is in violation of one or more provisions of the Philadelphia Code.
- VII. No notice is required under the terms of the lease.
- VIII. The defendant is in possession of the property and refuses to surrender possession of the property.
- IX. Plaintiff demands a judgment of possession and a money judgment in the amount itemized below based on the following:

* Nonpayment of amounts due under the lease, for 4 months, from: [REDACTED] to and including: [REDACTED]

The amount of unpaid rent below and late fees alleged due.				Summarized alleged amounts due:	
Month	Year	Rent	Late Fee		
MAY BAL	2019	\$306.53	\$91.50	366	Rent \$3,051.53
JUNE	2019	\$915	\$91.50		Late Fees \$366.00
JULY	2019	\$915	\$91.50		Gas \$0.00
AUG	2019	\$915	\$91.50		Electric \$0.00
WATER BILL \$1055.94					Water / Sewer \$1,055.94
					Attorney's Fees \$0.00
					Other \$0.00
					Subtotal \$4,473.47
					Court Costs \$122.25
					Total \$4,595.72

ONGOING RENT IN THE AMOUNT OF \$915.00 FROM THE DATE OF THE FILING OF THIS COMPLAINT TO THE DATE OF THE HEARING ON THE MERITS IN THIS MATTER.

* Breach of a condition(s) of the lease other than nonpayment of rent. The conditions allegedly breached were: **DAMAGING THE PROPERTY.**

Filing Party:		Phone Number:
I am a plaintiff in this landlord tenant action. I hereby verify that I am authorized to make this verification and that the facts set forth above are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities. __ Signature Plaintiff/Attorney	SUMMONS TO THE DEFENDANT: You are hereby ordered to appear at a hearing scheduled as follows:	CITATION: Al demandado por la presente, usted esta dirigido a presentarse a la siguiente:
	LOCATION (SITO): 1339 Chestnut Street 6th Floor Philadelphia, PA 19107 Hearing Room: 5	DATE (FECHA): [REDACTED] TIME (HORA): [REDACTED]
NOTICE TO THE DEFENDANT: YOU HAVE BEEN SUED IN COURT. PLEASE SEE ATTACHED NOTICE.		NOTA IMPORTANTE PARA EL ACUSADO: USTED HA SIDO DEMANDO EN CORTE: POR FAVOR MIRA PAPELE ESCRITA.

Stephen and Sandra
SHELLER


CENTER *for* SOCIAL JUSTICE
 Temple University Beasley School of Law

 **Temple
University**
Beasley School of Law

James E. Beasley School of Law | Sheller Center for Social Justice
1719 North Broad Street, Philadelphia, PA 19122