
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2498 Session of
2024

INTRODUCED BY HOWARD, KHAN, KINSEY, SCHLOSSBERG, SANCHEZ,
CERRATO, CONKLIN, DELLOSO, D. WILLIAMS, DALEY AND GREEN,
JULY 23, 2024

REFERRED TO COMMITTEE ON HOUSING AND COMMUNITY DEVELOPMENT,
JULY 23, 2024

AN ACT

1 Amending the act of April 6, 1951 (P.L.69, No.20), entitled "An
2 act relating to the rights, obligations and liabilities of
3 landlord and tenant and of parties dealing with them and
4 amending, revising, changing and consolidating the law
5 relating thereto," in creation of leases, statute of frauds
6 and mortgaging of leaseholds, further providing for leases
7 for not more than three years and for leases for more than
8 three years and providing for notice of building credit
9 through rent reporting program for residential leases; and
10 providing for reporting rent payment information to consumer
11 reporting agency program.

12 The General Assembly of the Commonwealth of Pennsylvania
13 hereby enacts as follows:

14 Section 1. Sections 201 and 202 of the act of April 6, 1951
15 (P.L.69, No.20), known as The Landlord and Tenant Act of 1951,
16 are amended to read:

17 Section 201. Leases for Not More Than Three Years.--[Real]
18 Subject to section 207, real property, including any personal
19 property thereon, may be leased for a term of not more than
20 three years by a landlord or his agent to a tenant or his agent,
21 by oral or written contract or agreement.

1 Section 202. Leases for More Than Three Years.--[Real]
2 Subject to section 207, real property, including any personal
3 property thereon, may be leased for a term of more than three
4 years by a landlord to a tenant or by their respective agents
5 lawfully authorized in writing. Any such lease must be in
6 writing and signed by the parties making or creating the same,
7 otherwise it shall have the force and effect of a lease at will
8 only and shall not be given any greater force or effect either
9 in law or equity, notwithstanding any consideration therefor,
10 unless the tenancy has continued for more than one year and the
11 landlord and tenant have recognized its rightful existence by
12 claiming and admitting liability for the rent, in which case the
13 tenancy shall become one from year to year.

14 Section 2. The act is amended by adding a section to read:

15 Section 207. Notice of Building Credit through Rent
16 Reporting Program for Residential Leases.--(a) Except as
17 provided in subsection (c), a lease made under section 201 or
18 202 for an individual dwelling unit on residential property with
19 a landlord or a landlord's agent which is required to establish
20 a Building Credit through Rent Reporting Program under Article
21 II-A, shall include written notice of the program in a form
22 prescribed by Article II-A and a written receipt of notice that
23 shall be signed by the tenant or the tenant's agent at the time
24 of entering the lease regardless of the tenant's eligibility for
25 the program.

26 (b) Written notice and signed receipt are required under
27 subsection (a) whether the lease is oral or written and does not
28 depend on the duration of the term of the lease.

29 (c) Unless otherwise required by law or the program
30 established by a landlord or the landlord's agent, when a

1 landlord or the landlord's agent is in possession of a receipt
2 of notice signed by a tenant or the tenant's agent, no
3 additional receipt of notice is required at the time of entering
4 or renewal of the subsequent and consecutive lease if the
5 subsequent and consecutive lease is for the same individual
6 dwelling unit with a term of equal duration entered or renewed
7 by automatic, reconstitution or holdover.

8 (d) As used in this section, the following words and phrases
9 shall have the meanings given to them in this subsection unless
10 the context clearly indicates otherwise:

11 "Dwelling unit" means a portion of real property, including
12 any personal property, designated for a separate occupancy, the
13 boundaries of which are determined by a landlord subject to the
14 terms of the lease. The term does not include a portion of real
15 property or space owned by a landlord and subject to lease for
16 the placement of a home owned by a tenant.

17 "Program" means a building credit through rent reporting
18 program established by a landlord under Article II-A.

19 "Written notice" means any writing by hand or typed,
20 including an electronic communication if the electronic
21 communication is sent to an email address specified by the
22 receiving party.

23 Section 3. The act is amended by adding an article to read:

24 ARTICLE II-A.

25 REPORTING RENT PAYMENT INFORMATION

26 TO CONSUMER REPORTING AGENCY PROGRAM.

27 Section 201-A. Scope of article.

28 This article provides for the reporting of a tenant's on-time
29 rent payment information to consumer reporting agencies through
30 an opt-in program offered by the landlord or the landlord's

1 agent to a tenant leasing an individual dwelling unit of real
2 property, including personal property within the property, for
3 residential purposes.

4 Section 202-A. Definitions.

5 The following words and phrases when used in this article
6 shall have the meanings given to them in this section unless the
7 context clearly indicates otherwise:

8 "Committee." The Legislative Budget and Finance Committee.

9 "Consumer reporting agency." As follows:

10 (1) An entity:

11 (i) As defined under 15 U.S.C. § 1681a(p) (relating
12 to definitions; rules of construction); or

13 (ii) As defined under 15 U.S.C. § 1681a(f) so long
14 as the consumer reporting agency resells or otherwise
15 furnishes rental payment information to a nationwide
16 consumer reporting agency as defined under 15 U.S.C. §
17 1681a(p).

18 (2) The term includes, but is not limited to, Experian,
19 Equifax, TransUnion or other third-party vendor that reports
20 rent payments to a nationwide consumer reporting agency as
21 described under paragraph (1).

22 "Dwelling unit." A portion of the real property, including
23 any personal property, designated for separate occupancy, the
24 boundaries of which are determined by the landlord and subject
25 to the terms of the lease. The term does not include a portion
26 of real property or space owned by a landlord and subject to
27 lease for the placement of a home owned by a tenant.

28 "Eligible tenant." A tenant:

29 (1) Who has a lease with a landlord for a residential
30 dwelling unit.

1 (2) Whose lease complies with section 201 or 202.

2 (3) Whose name appears on the lease.

3 "Landlord." A person or a person's agent that owns 15 or
4 more leased individual dwelling units for residential purposes.
5 The leased units may be situated in one or more locations and
6 may be contained in single or multiple structured sites. All
7 residential properties that the landlord has 50% or more
8 ownership or 50% or more stock holdings in the owner of the real
9 property or any subsidiary or parent entity of the landlord,
10 shall be included when determining the number of individual
11 dwelling units leased by the landlord.

12 "Opt-in" or "opt into." A mechanism that requires a tenant
13 to take an affirmative action to provide consent to join or take
14 part in a program.

15 "Person." A natural person, corporation, partnership,
16 association, trust, other entity or any combination thereof.

17 "Positive rent payment." Payment of rent by a tenant to a
18 landlord in full on or before the due date as required under the
19 terms of a lease.

20 "Program." A building credit through rent reporting program
21 established by a landlord under section 203-A.

22 "Rent payment information." Information concerning a
23 tenant's timely payment of rent and fees. The term includes fees
24 that may be included at a landlord's sole discretion which are
25 specified in the terms of the lease, including late rent payment
26 fees and costs or services related to the occupancy of the
27 individual dwelling unit, such as garbage collection, fee for
28 participation in the program or other pass-through billing.

29 "Third-party vendor." An entity that contracts with a
30 landlord to provide the technology capabilities and opt-in

1 platforms that furnish data of a tenant's positive rent payment
2 to at least one nationwide consumer reporting agency.

3 "Written election." A communication of election of a tenant
4 that may be handwritten, typed, electronic or other manner that
5 is not oral if the election clearly identifies the sending party
6 and intent of the sending party.

7 "Written notice." A notice that is handwritten, typed or an
8 electronic communication if the electronic communication is sent
9 to the email address specified by the receiving party.

10 Section 203-A. Establishment.

11 (a) General rule.--Except as provided under subsection (b),
12 within six months of the effective date of this subsection, a
13 landlord shall establish an opt-in program to allow an eligible
14 tenant to request and consent to positive rent payment
15 information reporting to a consumer reporting agency. The
16 following shall apply:

17 (1) The landlord, in the landlord's sole discretion,
18 shall submit or hire a third-party vendor to submit a
19 tenant's positive rent payment information to at least one
20 consumer reporting agency.

21 (2) After establishment of the program, all tenants
22 shall be provided a copy of the requirements to participate
23 in the program.

24 (3) A standard form developed under section 207-A must
25 be provided to all tenants at the time of entering a lease
26 for a residential dwelling unit under sections 201 and 202.

27 (4) Any time after tenancy occurs, a tenant may request
28 the standard form under section 207-A. If a tenant requests a
29 standard form, the form shall be provided to the tenant
30 within five days of the request.

1 (5) To participate in the program, a tenant must:

2 (i) Be an eligible tenant.

3 (ii) Submit a written election.

4 (b) Exceptions.--

5 (1) The requirement under subsection (a) may not apply
6 to a landlord who offers to a tenant positive rent payment
7 reporting to a consumer reporting agency prior to the
8 effective date of subsection (a).

9 (2) This subsection shall not apply if the landlord
10 discontinues a positive rent payment reporting program
11 established prior to the effective date of subsection (a).

12 Section 204-A. Notice.

13 Within 30 days of the establishment of a program under
14 section 203-A, a landlord shall provide written notice of the
15 establishment of the program to each of the tenants named on a
16 lease and post the information:

17 (1) On a publicly accessible Internet website of the
18 landlord, if applicable.

19 (2) At any locations in which in-person rent payments
20 are accepted.

21 Section 205-A. Offer of rent reporting.

22 (a) General rule.--A landlord shall offer to all eligible
23 tenants the option to participate in the program in accordance
24 with all requirements under this article.

25 (b) Contents of offer.--Each eligible tenant shall receive
26 an offer to opt into the program that contains the following
27 information:

28 (1) The eligible tenant's participation in the program
29 is voluntary.

30 (2) To participate in the program the eligible tenant

1 must submit a written election.

2 (3) At any time an eligible tenant may withdraw from
3 participation in the program by submitting a written election
4 to withdraw.

5 (4) The name of the consumer reporting agency to which
6 the eligible tenant's rent payment information will be
7 submitted.

8 (5) In accordance with section 208-A(a), the fee, if
9 any, that will be charged to the eligible tenant to
10 participate in the program.

11 (6) The address to which an eligible tenant shall submit
12 a required written election.

13 (7) Failure to pay the fee charged for an eligible
14 tenant to participate in the program shall result in removal
15 from the program.

16 (8) An eligible tenant's written election to withdraw
17 from the program after participation was elected shall
18 prohibit participation in the program by the withdrawing
19 tenant for six months after the election to withdraw occurs.

20 (c) Standard form.--A copy of the standard form developed
21 under section 207-A shall be affixed to the offer to opt into
22 the program.

23 Section 206-A. Acceptance.

24 (a) General rule.--Except as provided in subsection (b), an
25 eligible tenant may opt in at any time after notification of the
26 availability of the program. The offer to provide a written
27 election to opt in does not expire and shall not need to be
28 accepted at the time of offer.

29 (b) Exception.--An offer may not be accepted if a tenant is
30 not an eligible tenant or if the eligible tenant owes past due

1 rent or fees under the terms of the lease.

2 Section 207-A. Standard form.

3 The Bureau of Consumer Protection within the Office of
4 Attorney General shall develop a standard form for completion by
5 an eligible tenant with an affixed signature block that the
6 eligible tenant shall date and sign to accept the offer of rent
7 payment information reporting. The standard form shall include
8 the contents of the offer required under section 205-A(b) and
9 any other information the landlord includes to assist an
10 eligible tenant with participating in the program and efforts to
11 build a positive credit history responsibly, including the
12 availability of financial education courses and online solutions
13 to learn more about data accuracy, transparency and consumer
14 data control and dispute rights under the law.

15 Section 208-A. Fees.

16 (a) General rule.--When an eligible tenant elects to
17 participate in the program, a landlord may require the eligible
18 tenant to pay a fee prior to participation and monthly
19 thereafter as a condition of participation in the program.

20 (b) Amount of fee.--A fee charged under subsection (a) shall
21 be equal to the actual cost required to submit data to a
22 consumer reporting agency, or \$5, whichever is less.

23 (c) Failure to pay fee.--

24 (1) The failure to pay a fee charged under this section:

25 (i) Shall be grounds for removal of a tenant from
26 the program in accordance with paragraph (3).

27 (ii) May not be a cause for termination of tenancy
28 under the terms of the lease.

29 (2) Any unpaid fee under this section:

30 (i) May not be deducted from a tenant's security

1 deposit.

2 (ii) Shall be collectable as money past due.

3 (3) If the fee remains unpaid for 30 days or more, an
4 eligible tenant shall be deemed as terminating participation
5 in the program and may be removed from the program.

6 Section 209-A. Withdrawal, removal and discontinuance of the
7 program.

8 (a) Withdrawal.--A tenant may withdraw from participation in
9 the program at any time by submitting a written election to
10 withdraw from the program to the tenant's landlord or a third-
11 party vendor that administers the program for a landlord. If a
12 written election to withdraw is received after reporting of rent
13 payment information has occurred for the reporting period, the
14 withdrawal shall begin the reporting period immediately
15 following receipt.

16 (b) Removal from program.--

17 (1) An eligible tenant shall be removed from the program
18 when the tenant:

19 (i) is no longer an eligible tenant; or

20 (ii) fails to pay the fee required under section
21 208-A.

22 (2) An eligible tenant that is removed from the program
23 under this subsection may be barred from electing to
24 participate in the program for a period of one year after
25 removal.

26 (3) An eligible tenant who holds rent in an escrow
27 account for legal cause:

28 (i) May not be removed from the program.

29 (ii) Shall not be in violation of withholding a
30 required fee under section 208-A.

1 (c) Discontinuance.--If at any time a landlord no longer
2 meets the requirements of a landlord under this article, the
3 landlord may discontinue the program in its entirety. Written
4 notice of the discontinuance of the program shall be provided to
5 all tenants participating in the program. Fees related to the
6 program may not be charged to the tenant from the date of
7 discontinuance. Within five days of discontinuance of the
8 program, unused or prepaid fees shall be refunded to the tenant
9 who paid the fees.

10 Section 210-A. Third-party vendor contracts.

11 A landlord may contract with a third-party vendor that
12 specializes in rent reporting to meet the requirements of this
13 article.

14 Section 211-A. Duties of committee.

15 (a) Data review.--The committee shall:

16 (1) Develop a rubric for data review of the outcomes of
17 the program.

18 (2) Develop criteria to measure the effectiveness of the
19 program.

20 (3) Request information that is not protected from
21 disclosure from State and local agencies for the report
22 required under subsection (b).

23 (4) Request information or input from individuals,
24 groups or organizations within the industry that have a
25 purpose related to tenant's or landlord rights to develop the
26 rubric, determine effectiveness of the program and to make
27 findings or recommendations.

28 (b) Report.--Every four years, the committee shall submit to
29 the chairperson and minority chairperson of the Urban Affairs
30 and Housing Committee of the Senate and the chairperson and

1 minority chairperson of the Housing and Community Development

2 Committee of the House of Representatives a report on:

3 (1) The impact of the program on credit visibility.

4 (2) Public policy effects of the program.

5 Section 4. This act shall take effect in six months.