



YOUR ROLE: Determine the rights and obligations of the parties. Will the landlord be entitled to possession and rent owed? Have the procedural requirements been met?



FACTS OF THE CASE

Lisa Martin owns a duplex in Harrisburg, PA. She rents the first-floor apartment to Carlos Rivera under a written lease. A dispute has arisen, and Lisa has filed a Landlord and Tenant Complaint seeking possession and rent owed.



LEASE TERMS

- Month-to-month tenancy
- Rent: \$925 per month, due on the 1st
- Security deposit: \$925



RENT HISTORY

- Carlos paid rent through May 1.
- No rent has been paid for June or July.



NOTICE TO QUIT

- On July 5, Lisa served Carlos with a Notice to Quit for nonpayment of rent.
- The notice demanded payment of \$1,850 (\$925 for June + \$925 for July) within 10 days.
- The notice stated that if rent was not paid, she would file a complaint to evict.



TENANT'S RESPONSE

- On July 9 (Day 4 after service), Carlos paid \$925.
- He did not pay the additional \$925.
- He also mailed a letter to Lisa on July 10 saying the apartment has serious plumbing problems and he is withholding rent until repairs are made.



COMPLAINT FILED

- On July 16 (Day 11 after service of the notice), Lisa filed a Landlord and Tenant Complaint seeking possession and \$925 in rent owed.

TIMELINE OF EVENTS

MAY 1	Last rent paid (\$925).
JUNE 1	Rent due (\$925). Not paid.
JULY 1	Rent due (\$925). Not paid.
JULY 5	Notice to Quit for nonpayment served on Carlos. Demands \$1,850 within 10 days.
JULY 9	Carlos pays \$925. (Day 4 after service)
JULY 10	Carlos mails letter to landlord withholding the remaining \$925 due to plumbing issues.
JULY 16	Lisa files Landlord and Tenant Complaint. (Day 11 after service)

EXHIBITS (IN YOUR PACKET)

- A** Copy of the Lease Agreement
- B** Notice to Quit (Nonpayment of Rent)
- C** Proof of Service (Sheriff's Return)
- D** Rent Ledger
- E** Tenant's July 10 Letter to Landlord
- F** Photos of Plumbing Condition
- G** Landlord's Repair Receipts

RELEVANT LAW



§ 250.531. Notice to quit

A landlord may terminate a lease and recover possession by serving a notice upon the tenant stating the cause of termination. In the case of nonpayment of rent, the notice shall include a demand for payment and shall state the amount of rent due. The tenant shall have 10 days after service of the notice to quit.

§ 250.532(c). Effect of payment within 10 days

If the tenant, within 10 days after service of a notice to quit for nonpayment of rent, pays the rent due and costs, the notice to quit shall be void.

§ 250.511(3). Tenant's obligations

The tenant shall pay rent when due. The tenant may not withhold rent, except as otherwise provided in this act.



QUESTION

Has the landlord complied with the requirements of the Landlord and Tenant Act? Should the landlord be granted possession? Is the landlord entitled to any rent owed? Explain your reasoning.

NOTES



IMPORTANT: Do not turn the page until you have completed your analysis on Page 2.

TURN PAGE →

CASE STUDY #2

Work through each step. Use the facts, exhibits, and the law.



A good judge separates what matters from what distracts, applies the law, and follows the process.
Do not decide yet. Analyze first.

Facts + Law = Decision.

1 WHO HAS THE BURDEN? 

For each issue below, who has the burden of proof?
(Write L for Landlord or T for Tenant)

- ___ a. Valid service of the Notice to Quit.
- ___ b. Nonpayment of rent.
- ___ c. Rent was paid or repairs justified withholding rent.
- ___ d. Plumbing/repair issues affecting habitability.
- ___ e. Amount of rent owed (if any).

2 WHAT IS THE REAL ISSUE? 

This case may involve more than one legal question. Identify the primary issue the judge must decide right now.

The real issue is:

3 WHAT FACTS ARE RED HERRINGS? 

Not everything in the facts matters. Identify facts that are likely irrelevant or of little legal significance to the court's decision on possession and rent owed.

- A. Last rent was paid on May 1.
- B. Carlos claims serious plumbing problems.
- C. The apartment is on the first floor.
- D. Notice to Quit served on July 5.
- E. Carlos paid \$925 on July 9 (Day 4).
- F. Carlos mailed a letter on July 10.
- G. Landlord's repair receipts.



Red herrings can waste time. A judge stays focused.

4 WHICH LAW CONTROLS? 

Apply the statute to the facts.

Answer the prompts below.

- a. Which statute governs the Notice to Quit for nonpayment of rent?

- b. What are the key requirements under that statute?
1. _____
2. _____
3. _____
- c. Which statute governs the tenant's right to withhold rent for repair issues (if applicable)?

- d. Did that statute require the tenant to take any specific steps before withholding rent?

STATUTE SPOTLIGHT



68 P.S. § 250.531 NOTICE TO QUIT

A landlord may terminate a lease and recover possession by serving a notice upon the tenant stating the cause of termination.

- > For nonpayment of rent, the notice shall include a demand for payment and state the amount of rent due.
- > The tenant shall have 10 days after service of the notice to quit.

68 P.S. § 250.532(c) EFFECT OF PAYMENT

If the tenant, within 10 days after service of a notice to quit for nonpayment of rent, pays the rent due and costs, the notice to quit shall be void.

68 P.S. § 250.511(3) TENANT'S OBLIGATIONS

The tenant shall pay rent when due. The tenant may not withhold rent, except as otherwise provided in this act.

JUDGE'S TIP

When multiple statutes could apply, ask: Which one directly controls the facts at issue?

5 WAS THE NOTICE VALID? 

Evaluate the Notice to Quit.

- a. Was the correct notice used?
(Reason for quit and demand stated?)

- b. Was it properly served?

- c. Was the 10-day period calculated correctly?

- d. Did the tenant do anything within 10 days that affects the notice?

6 CAN THE LANDLORD STILL WIN POSSESSION? 

Even if the tenant raised repair issues or paid part of the rent, can the landlord still be entitled to possession?

Consider:


- ✓ Did the tenant cure the default within 10 days?
- ✓ Does the tenant have a valid legal defense?
- ✓ Does the court have authority to grant possession based on the evidence available?

Explain your analysis.

EVIDENCE CHECKLIST

Which exhibits are most important? Rank them (1 = most important).

- ___ A. Lease Agreement
- ___ B. Notice to Quit
- ___ C. Proof of Service (Sheriff's Return)
- ___ D. Rent Ledger
- ___ E. Tenant's July 10 Letter
- ___ F. Photos of Plumbing Condition
- ___ G. Landlord's Repair Receipts

Not all evidence is equal. Focus on what proves or disproves the real issue. 

7 WHAT OUTCOME OPTIONS ARE POSSIBLE?

List all legally supportable outcomes the judge could enter based on the facts and law. There may be more than one.



- 1. _____
- 2. _____
- 3. _____
- 4. _____

Think like a judge:

- ✓ Apply the law.
- ✓ Weigh the evidence.
- ✓ Follow the process.
- ✓ Be fair and impartial.







CORRECT ANSWER: **Yes.**


The landlord complied with the requirements of the Landlord and Tenant Act and is entitled to possession. However, the landlord is NOT entitled to any rent owed.

WHY THIS IS THE CORRECT ANSWER

- 1 THE NOTICE WAS VALID.**
The Notice to Quit for nonpayment was properly served on July 5. The notice demanded \$1,850 (June \$925 + July \$925) within 10 days. It complied with 68 P.S. § 250.531.
- 2 THE TENANT DID NOT PAY WITHIN 10 DAYS.**
The 10-day period expired on July 15. The tenant did not pay the rent due or any part of it within that time. 
Deadline Passed
- 3 THE LANDLORD COMPLIED WITH THE STATUTE.**
Because the tenant failed to pay within 10 days, the landlord was authorized to file a complaint for possession. The complaint was filed on July 16 (Day 11), which is timely.
- 4 THE LANDLORD IS NOT ENTITLED TO ANY RENT.**
68 P.S. § 250.511(3) states the tenant shall pay rent when due. The tenant may not withhold rent. Carlos improperly withheld June and July rent (\$1,850). 
Therefore, the landlord is not entitled to recover any rent owed.





FINDINGS OF FACT (What the Judge Concludes)


- ✓ A written lease exists for a month-to-month tenancy.
- ✓ Total rent due for June and July was \$1,850.
- ✓ A valid Notice to Quit for nonpayment was served on July 5.
- ✓ The notice demanded \$1,850 within 10 days.
- ✓ The tenant did not pay within 10 days.
- ✓ The landlord filed the complaint on July 16 (Day 11).
- ✓ The tenant has withheld rent for past-due amounts.
- ✓ The tenant alleges plumbing issues, but continued to withhold rent.
- ✓ The tenant did not pay rent or file a repair action.





APPLICATION OF LAW 

- **68 P.S. § 250.531 – Notice to Quit**
The landlord properly served a notice demanding payment within 10 days.
- **68 P.S. § 250.532(c) – Effect of Payment**
The tenant did not pay within 10 days. The notice to quit is therefore voidable, and the landlord may file for possession.
- **68 P.S. § 250.511(3) – Tenant's Obligation**
The tenant shall pay rent when due. The tenant may not withhold rent, except as otherwise provided in this act. No statutory exception applies here.


WHY THE OTHER OPTIONS ARE INCORRECT


- A** No. The landlord did not comply; notice period was not 10 full days. **INCORRECT.** 
The tenant failed to pay within 10 days. The statute does not require more than 10 days, only 10 days.
- B** No. The landlord can recover rent if the tenant has repairs to make. **INCORRECT.** 
The tenant cannot withhold rent as leverage for repairs. The proper remedy is to pay rent and pursue a repair action or defense in court.
- C** No. The landlord is entitled to both possession and rent. **INCORRECT.** 
Possession: Yes. Rent: No. The tenant may not withhold rent. 68 P.S. § 250.511(3) requires rent to be paid when due.
- D** No. The complaint was untimely. **INCORRECT.** 
The complaint was filed on Day 11, which is after the 10-day period expired. The statute allows the landlord to file at any time after the notice period.

KEY TAKEAWAYS 

-  Pay or Quit is simple: pay within 10 days or lose the right to stay.
-  A tenant cannot withhold rent for repairs. Pay first, then pursue legal remedies.
-  A landlord who follows the statute can get possession even if the tenant claims repair problems.
-  But the landlord cannot recover rent the tenant improperly withheld.

THE JUDGE'S DECISION

 **ORDER**
The landlord is entitled to:
✓ Possession of the premises.
The landlord is **NOT** entitled to:
✗ Any rent owed.

 **GRANTED**

The case is decided for the landlord on possession only.

JUDICIAL TAKEAWAY 

In a nonpayment case, the focus is not on who is right about the repairs—it is on whether the tenant paid rent when due. The statute draws a clear line: pay rent, or risk losing possession. Follow the process. Don't self-help.

