

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

LYCOMING COUNTY HOUSING AUTHORITY,	:	NO. 08 – 01,619
Plaintiff	:	
	:	
vs.	:	CIVIL ACTION - LAW
	:	
	:	
NANETTE BRIEL,	:	
Defendant	:	

**OPINION AND VERDICT**

Before the Court is Plaintiff's request for eviction and a judgment of possession against Defendant, based on Plaintiff's contention Defendant has breached the terms of the lease entered into between the parties with respect to the apartment in which Defendant resides. A non-jury trial was held April 1, 2009.

Plaintiff's claim is based on a contract entitled "Repayment Agreement", dated October 30, 2007. According to the testimony presented at trial, Defendant had failed to make certain rent payments due in May, June, July, August and September 2007, and as a result a representative of the Housing Authority presented Defendant with the Repayment Agreement in an effort to allow Defendant to remain in her apartment. Defendant signed the Repayment Agreement but has failed to make the payments called for by that agreement and, as a result, has breached the terms of the lease which require timely payments. Defendant argues that the Repayment Agreement is a contract of adhesion and, as such, voidable and unenforceable.


An adhesion contract is defined as a standard form contract prepared by one party, to be signed by the party in a weaker position, [usually] a consumer, who has little choice about the terms.

Thibodeau v. Comcast Corp., 912 A.2d 874, 886 (Pa. Super. 2006), citing and quoting Lytte v. Citifinancial Services, 810 A.2d 643, 658-59 (Pa. Super. 2002)(citations and quotations omitted). A finding that a contract is one of adhesion does not require that the court find the contract unenforceable, however. In order for a court to deem a contract unenforceable it must find it unconscionable, which requires a two-fold determination: that the contractual terms are

unreasonably favorable to the drafter and that there is no meaningful choice on the part of the other party regarding acceptance of the provisions. Id.

In the instant case, the contract at issue is a standard form contract prepared by the U.S. Department of Housing and Urban Development and is to be signed by the tenant who, in the Court's opinion, is indeed in a weaker position. The Court does not believe the contract to be unconscionable, however, as it cannot find that the terms of the contract are unreasonably favorable to HUD or that there was no meaningful choice on Defendant's part regarding acceptance of its provisions. The contract calls for repayment of \$1300 over a period of eight months at zero percent interest. The testimony indicated that the usual term of repayment is six months but that the term was extended at Defendant's request to make the monthly payment more affordable. Further, in spite of Defendant's testimony that she felt she had to sign the agreement or she would be evicted, Defendant acknowledged having previously received an eviction notice advising her of her right to seek review of the decision before a magistrate. Therefore, the contract is enforceable, Defendant has breached the terms of the lease by not making the payments thereunder, and Plaintiff is entitled to possession of the apartment.

**VERDICT**

AND NOW, this  day of April 2009, for the foregoing reasons, a judgment of possession is hereby GRANTED in favor of Plaintiff. Defendant is hereby evicted from the leased premises at 1716 Randall Circle, Williamsport, Pennsylvania, and shall vacate same on or before May 6, 2009.

BY THE COURT,



Dudley N. Anderson, Judge

cc: John Bonner, Esq.  
Jennifer Ayers, Esq.  
✓ Gary Weber, Esq.  
Hon. Dudley Anderson