

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

IRIS COMMONS ASSOCIATES,	:	NO. 13 – 02,885
Plaintiff	:	
	:	CIVIL ACTION - LAW
vs.	:	
	:	
MARIA PENA,	:	
Defendant	:	Motion for Partial Judgment on the Pleadings

OPINION AND ORDER

Before the court is Plaintiff’s Motion for Partial Judgment on the Pleadings, filed April 1, 2014. Argument was heard May 5, 2014.¹

Plaintiff is Defendant’s landlord, the parties having executed a lease dated November 1, 2012. The lease provides for a lease term of one year, from November 1, 2012, through October 31, 2013. In Count 1 of the Complaint, Plaintiff seeks possession of the premises on the basis that the term of the lease has expired. In Count 2, Plaintiff seeks reimbursement for unpaid utility bills, as well as damages relating to the condition of the apartment. In the instant motion, Plaintiff seeks judgment on Count 1 and an Order of possession.

The facts are not in dispute. The parties agree the operative lease is as stated in the Complaint. The parties agree Defendant remain in the apartment at this time. The parties agree that the notices alleged to have been sent by each of them, discussed infra, were sent.

The lease provides:

5. LEASE TERM, ENDING THE LEASE RENEWAL

- (A) Lease Term
The Term of the lease will end on the Ending Date without notice from the Landlord.

¹ At the conclusion of the argument, counsel jointly requested the court defer its ruling as they hoped to resolve the matter without further court intervention. Inquiries regarding the status were made periodically by the court, and the court was continuously requested to continue deferring the matter. On October 17, 2014, the court received correspondence from Plaintiff’s counsel indicating the matter could not be resolved, and asking the court to issue a ruling.

Plaintiff did send notice to Defendant, however, on June 6, 2013, which informed her that Plaintiff would “not be renewing [her] lease for various circumstances, includ[ing] multiple lease violations for non-payment of utility bills, non-compliance of guest policy and rules and regulations regarding allowing others to live in unit without management’s prior approval.” Defendant was instructed to “[c]onsider this letter the required written notice to vacate the premises as stated in your current lease”, and that “[t]his letter serves as legal notice of termination of your Lease on the referenced property. It is also intended to allow you ample time to seek a new residence.” Apparently, this letter was sent in accordance with Paragraph 5(B) of the lease, which provides, in relevant part:

(B) Ending the Lease

Landlord may end the Lease for any lawful or good cause. In addition, the following are conditions which shall allow the Landlord to end the Lease and remove the Tenant from the Apartment and the Apartment Complex:

(1)...(7) [list of conditions]

The Tenant understands that the above are grounds for removal of the Tenant from the Apartment and are violations of this Lease. The violations above are called defaults under the Lease. The defaults in this Lease are grounds for Tenant’s removal from the Apartment and the Apartment Complex in a legal proceeding. This is known as an “eviction proceeding.” Before the Landlord evicts the Tenant, the Landlord will give the Tenant thirty (30) days written notice. Such notice will state the grounds for the Tenant’s removal from the Apartment.

Although Defendant was given more than thirty days, as the June 6, 2013, letter informed her of the reasons for the decision to not renew her lease, which reasons are among those listed in the list of conditions in Paragraph 5(B) of the lease, the letter served as the required notice to end the lease.²

In opposition, Defendant argues that the lease was renewed under Paragraph 5(C) of the lease, which provides:

(C) Renewal

The Tenant will give Landlord written notice thirty (30) days before the end of the Lease as to whether the Tenant intends to renew the Lease or

² Plaintiff also sent Defendant a “Notice to Quit” on October 1, 2013, which referenced the June 6, 2013, Notice of Non-Renewal, and informed her that she must vacate the premises no later than October 31, 2013.

to leave the Apartment at the end of the Lease term. If the Tenant does not provide this notice to the Landlord, the Lease will automatically renew for another Term.

Although Defendant had actually provided Plaintiff with a “Notice of Intent to Vacate Apartment” on July 11, 2013, Defendant argues such should be considered a legal nullity because the reason given by Defendant was “lease will not be renewed”; in other words, she felt she had no choice. Defendant thus argues no notice was given and under Paragraph 5(C), the lease automatically renewed for another term.

Even if the court ignores the Notice of Intent to Vacate, Defendant’s argument has no merit. Paragraph 5(C) clearly applies only where the landlord has not previously ended the lease. To construe the agreement otherwise would, in effect, take away the right of the landlord to end the lease for “any lawful or good cause”, contrary to the tenant’s agreement in that regard. Therefore, Defendant must vacate the premises and Plaintiff is entitled to the following:

ORDER

AND NOW, this 17th day of October 2014, for the foregoing reasons, Plaintiff’s Motion for Partial Judgment on the Pleadings is hereby GRANTED. Judgment for possession is hereby entered in favor of Plaintiff and against Defendant.

The court administrator’s office is requested to schedule the remaining issues for an arbitration hearing, which may be scheduled at this time.

BY THE COURT,

Dudley N. Anderson, Judge

cc: Keely Hitchens, Court Administrator’s office
Austin White, Esq.
John Person, Esq.
Gary Weber, Esq.
Hon. Dudley Anderson