

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

JOANNE JOINER,

: NO. 17-1013

Plaintiff,

vs.

: CIVIL ACTION

MIRIAM LOGUE, a/k/a MIMI LOGUE,
and MICHAEL LOGUE,

Defendants.

:
: *Motion for*
: *Post-Trial Relief*

OPINION & ORDER

This matter concerns a landlord-tenant dispute between Joanne Joiner ("Plaintiff") and Miriam Logue ("Mrs. Logue") and Michael Logue (collectively "Defendants"). On August 6, 2018, trial was convened before this Court. On September 26, 2018, the Court rendered its decision ("Opinion") finding in favor of Defendants.¹ On October 5, 2018, Plaintiff filed her *Motion for Post-Trial Relief* ("Motion"). On October 10, 2018, this Court issued a scheduling order that directed Plaintiff to file a *Brief in Support* by November 16, 2018 and Defendants to file a *Response* by December 2, 2018. While Plaintiff filed a timely brief, Defendants did not file a response. On December 7, 2018, the Court held a hearing and reserved decision.

In Plaintiff's Motion, she argues that the Court erred in its findings. Plaintiff alleges these errors stem from the fact that Plaintiff was in a yearly lease from January to December 2017 when Defendants notified Plaintiff on May 9, 2017 that she had thirty (30) days to vacate the premises or eviction proceedings would commence and rental payments would increase. Plaintiff argues that the Court improperly interpreted the

¹ *Joanne Joiner v. Miriam & Michael Logue*, Memorandum Opinion: Decision after Trial, No. 17-1013 (Sept. 26, 2018) (hereinafter "Opinion").

situation as involving a month-to-month lease and Defendants' non-renewal of said lease. Plaintiff cites *Clairton Corporation v. Geo-Con, Inc.*,² for the proposition that yearly lease terms renew for like terms unless the "parties agree otherwise."³

In the Court's Opinion, the Court made the following findings of fact regarding the lease term:

- a) In or about November or December of 2012, Plaintiff and Defendants entered into a written lease for the Premises;
- b) The original lease was for one year;
- c) As per the original lease, the rent for the Premises was \$500.00 per month;
- d) In May 2017, Defendants advised Plaintiff that they did not intend to renew her lease, [. . .] gave Plaintiff thirty (30) days written notice to vacate, and advised Plaintiff that if she insisted on staying beyond the current lease term rent would be increased to \$600.00 per month;
- e) When Plaintiff failed to vacate the Premises, Defendants filed a landlord-tenant complaint on June 12, 2017 seeking Plaintiff's eviction on the basis of nonrenewal of the lease term[. . .].⁴

Plaintiff is correct that a lease for a year term will generally renew for a year term. However, even if there is continued possession, renewal is not automatic if a "contrary intent" is evidenced by words or deeds during the tenancy.⁵ Regardless, the Court is unable to make such a determination because the record is not clear on the span of the year term.

The original lease agreement, which was the only lease submitted into evidence, appears to be originally signed for the term of "January 2012 to December 31, 2012,"

² *Clairton Corp. v. Geo-Con. Inc.*, 635 A.2d 1058, 1060-61 (Pa. Super. Ct. 1993).

³ Plaintiff's Brief in Support at 3 (Nov. 16, 2018) (hereinafter "Plaintiff's Brief").

⁴ Opinion at 1-2, ¶¶2-4, 8-9.

⁵ See *Ruiz v. New Garden Tp.*, 376 F.3d 203, 206-07 (3d Cir. 2004); accord *Clairton Corp.*, 635 A.2d at 1060-61 (failed renegotiation of the lease was sufficient to support a month-to-month lease moving forward).

but the term had since been written over. Hence, a final determination is not possible.⁶ Additionally, “Clause 23. Entire Agreement” is part of the lease and was signed on June 1, 2014 by Mrs. Logue and, what appears to be, June 14, 2014 by Plaintiff; however, the latter has again been written over and is ineligible.⁷ At trial, Plaintiff recalled a lease being signed in 2012 and in December 2014, yet, when asked whether the 2012 lease was for a year term she stated, “I guess.”⁸ That is the extent of the testimony elicited during her direct examination.

Mrs. Logue provided slightly more clarity on direct examination. She testified that she signed a “new lease” in 2014 because the “city came out with a new tenant/landlord ordinance, and I had to give it to her[;] and when I did I said let’s sign the new lease.”⁹ Mrs. Logue also testified that she spoke to Plaintiff around April 2017 about acquiring a larger residence since Plaintiff’s daughter and children were currently staying with Plaintiff.¹⁰ Mrs. Logue further testified that even though she desired the premises for her son because of economic and personal struggles he was experiencing after returning from Afghanistan, she would have worked with Plaintiff if Plaintiff was unable to find a new residence.¹¹ Even if the Court attributes Mrs. Logue’s testimony to Plaintiff’s burden, Plaintiff still failed to meet her burden of proving by a preponderance of the evidence that the lease term was between January 2017 and December 2017.¹²

⁶ Defendant’s Exhibit 1.

⁷ *Id.* It also appears that initial marks were made in pencil.

⁸ Transcript at 37 (Aug. 6, 2018) (hereinafter “T.”). On cross examination, Plaintiff insisted that she lived on the premises for only four (4) years despite agreeing that she began leasing the premises in 2012 and vacated the premises in 2017. *Id.* at 16, 44.

⁹ *Id.* at 80.

¹⁰ *Id.* at 85.

¹¹ *Id.* at 90, 98.

¹² See *Penn Ctr. Harrisburg, L.P. v. T-Mobile Ne., LLC.*, 2013 WL 11266340, at *5 (Pa. Super. Ct. Apr. 26, 2013) (noting that a holdover tenant is bound by changes to the original lease if given proper notice).

Regarding the implied covenant of quiet enjoyment, the Supreme Court of Pennsylvania has held that the implied covenant can be generally established by proving a “ ‘wrongful act of the lessor that interferes with the lessee’s possession.’ ”¹³ Alternatively, the implied covenant can also be breached when litigious efforts are “ ‘brought in bad faith, maliciously, or otherwise without probable cause and primarily for a purpose unrelated to seeking legal redress.’ ”¹⁴

The Court finds that Plaintiff failed to meet her burden of proving by a preponderance of the evidence that the implied covenant was breached. Primarily, Plaintiff’s failure to establish the lease term is dispositive of her claim for the breach of this implied covenant. Secondly, the record does not support a finding that Defendants’ litigious efforts were made in bad faith. Mrs. Logue testified that based on discussions she had with the Magisterial District Judge’s office, she believed the end of a one year term automatically reverted the lease term to month-to-month.¹⁵ Moreover, she testified that she “never” enforced late fees with Plaintiff, often allowed Plaintiff to catch up on rent over the course of two weeks, applied Plaintiff’s security deposit to her January 2015’s rent when Plaintiff was unable to pay, and testified that she would have worked with Plaintiff if Plaintiff had difficulty finding a new residence.¹⁶ Mrs. Logue’s testimony does not support a finding of malice or bad faith.

¹³ *Kohl v. PNC Bank Nat. Ass’n*, 912 A.2d 237, 247 (Pa. 2006).

¹⁴ *Id.* at 251.

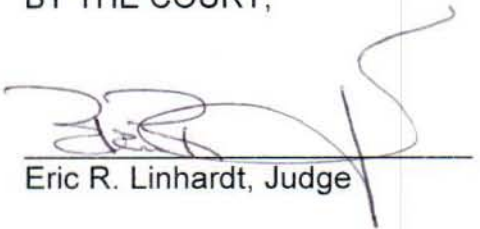
¹⁵ *T.* at 89.

¹⁶ *Id.* at 81-82, 98.

Therefore, the Court finds that the above supplementation of its September 26th Opinion does not alter its initial findings of fact or conclusions of law in such a way as to change its original verdict.¹⁷ Plaintiff's Post-Trial Motion is **DENIED**.

IT IS SO ORDERED this 21st day of December 2018.

BY THE COURT,



Eric R. Linhardt, Judge

cc: John E. Person, III, Esquire
Christian A. Lovecchio, Esquire

¹⁷ Pa.R.C.P. No. 227.1.