

(.4) The need to care for a family member of a member of the tenant's household as the result of the closure of a school, daycare, adult care facility, or other care facility where care would otherwise be provided for such family or household member.

(.5) The inability to work as the result of a requirement by the Governor, the Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner that businesses, or a particular type of business, must remain closed.

(.6) The inability to work as the result of such tenant or such tenant's household member being at a greater risk of harm than the general population if such person or such person's household member contracts COVID-19, such as those with compromised immune systems, the elderly, or those who have self-quarantined as the result of the recommendation of a health care professional, the CDC, the Governor, the Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner.

(.7) The inability to work as a result of a requirement by the Governor, the Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner that residents of certain areas of the Commonwealth must not travel, and such travel would be necessary to report to work.

(.8) The loss of a job, the reduction of work hours offered to such tenant or such tenant's household member, or a reduction in the salary or hourly wage paid to such tenant or such tenant's household member, whether permanent or temporary.

(.9) The inability to commence or obtain employment.

(.10) The need to financially support a family member due to the family member or a household member of such family member's loss of income for any one or more of the reasons set forth in this subsection [9-809](#)(1)(c).

(d) *Landlord*. An owner of a rental premises and any agent, or other person, operating or managing a rental premise on behalf of an owner.

(e) *Retroactive emergency period*. The period beginning March 1, 2020 and continuing through the effective date of the ordinance adding this Section [9-809](#) to the Code.

(f) *Small business*. A person that employs fewer than 100 total employees, wherever located, whether within the City of Philadelphia or elsewhere.

(g) *Small business financial hardship*. A small business's documented loss of income due to one or more of the following during the COVID-19 emergency period or the retroactive emergency period:

(.1) A requirement or recommendation by the Governor, the Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner that businesses in a particular area, or a particular type of business, remain fully or partially closed.

(.2) The owner or operator, a key employee, or a significant number of employees of the small business being unable to work as a result of the circumstances set forth in subsections [9-809](#)(1)(c)(.1), (.2), (.3), (.4), (.6), or (.7).

(.3) The loss of customers or reduction of business from customers as a result of the COVID-19 pandemic, or related recommendations or requirements of the Governor, the Secretary of Health of the Commonwealth of Pennsylvania, the Mayor, or the Health Commissioner.

(2) *Purpose.* This Section [9-809](#) shall apply in addition to any other provisions in this [Chapter 9-800](#), or any provisions of a lease entered into between a tenant and landlord. If the provisions of this Section [9-809](#) conflict with any other provisions of [Chapter 9-800](#) or the provisions of any lease that otherwise governs a landlord tenant relationship, the provisions of this Section [9-809](#) shall control.

(3) *Residential Eviction Relief.* [1001.6](#) During the COVID-19 emergency period the only legal basis for evicting a residential tenant in Philadelphia shall be to cease or prevent an imminent threat of harm by the person being evicted, including physical harm or harassment, and it shall be unlawful for a landlord to take any steps in furtherance of recovering possession of a residential premises rented by a tenant on any other basis.

(4) *Commercial Eviction Relief.* [1001.7](#) If any person has provided the landlord with a certification of hardship, during the COVID-19 emergency period the only legal basis for evicting a small business that is a commercial tenant in Philadelphia shall be to cease or prevent an imminent threat of harm by the person being evicted, including physical harm or harassment, and it shall be unlawful for a landlord to take any steps in furtherance of recovering possession of a commercial premises rented by such small business on any other basis.

(5) *Eviction Diversion Program.* [1001.8](#)

(a) The Commission, or such other City department or office as the Mayor may designate, is authorized to establish a residential eviction diversion program to facilitate dispute resolution between landlords and tenants, which may include one or more of the following:

(.1) A conciliation conference between a landlord and tenant that has experienced a COVID-19 financial hardship to mediate an agreement for asserted residential lease violations.

(.2) A designated mediator and housing counselor that participates in the conciliation conference.

(.3) A designated housing counselor that engages with the tenant prior to the conciliation conference to educate and discuss available resources.

(.4) Any other dispute resolution methods established by the residential eviction diversion program.

(b) Beginning September 1, 2020, so long as the City is running a eviction diversion program consistent with this subsection [9-809](#)(5), no landlord shall take steps in furtherance of recovering possession of a residential property occupied by a tenant who has suffered a COVID-19 financial hardship other than providing a notice required under this Section [9-809](#) without first completing the eviction diversion program, unless one of the following requirements are met:

(.1) Eviction is necessary to cease or prevent an imminent threat of harm by the person being evicted, including physical harm or harassment; or

(.2) The landlord has provided the affected tenants notice of such tenants' rights under this Section [9-809](#), the landlord has registered with the eviction diversion program; and thirty (30) days has passed both from the date the landlord provided the required notice of tenants' rights and the landlord properly registered with the eviction diversion program; provided that such landlord shall thereafter continue to participate in the eviction diversion program.

(.3) This subsection (5)(b) expires on March 31, 2021.

(6) *Temporary Waiver of Certain Fees.* [1001.9](#)

(a) It shall be unlawful for any landlord to charge or accept the payment of late fees, interest on back rent, or similar charges as the result of delinquent payment of rent with respect to a residential premises during the retroactive emergency period through nine months after the last day of the COVID-19 first extended emergency period, if a residential tenant occupying such premises has experienced a COVID-19 financial hardship. Any residential lease provision purporting to impose such fees, interest, or charges for delinquent payment of rent shall be void and non-enforceable.

(b) A residential tenant may establish a presumption that such tenant has suffered a COVID-19 financial hardship by submitting a certification of hardship to such tenant's landlord.

(c) Any fees, interest, or similar charges, submitted by a tenant during the COVID-19 inclusive emergency period that are prohibited under subsection (6)(a), "Temporary Waiver of Certain Fees", shall be credited first against any future rent, and if there is no such other rent, against any other financial obligations owed by such residential tenant to such tenant's landlord.

(7) *Mandatory Hardship Repayment Agreement for Residential Tenants with a Certified Financial Hardship as the Result of the COVID-19 Pandemic.* [1001.10](#)

(a) *Financial Hardship.* Except as provided in subsection (7)(g) below, any residential tenant that has suffered a COVID-19 financial hardship during the COVID-19 inclusive emergency period and has failed to pay rent as normally due at any point prior to the end of the COVID-19 inclusive emergency period shall have the right to enter into a mandatory hardship repayment agreement as specified in subsections (7)(b.1) or (b.2) below, as

applicable, without incurring any penalty. Such tenant shall be considered in full compliance with any payment obligations under such tenant's lease, and any associated payment agreements, provided such tenant provides such tenant's landlord the following and thereafter enters into a hardship repayment agreement:

(.1) A certification of hardship; and

(.2) Documentary evidence of the loss of income or increases in expenses the tenant has incurred during the COVID-19 inclusive emergency period as a result of such tenant's COVID-19 financial hardship, or if such documentation cannot be reasonably provided, a further certification explaining why such documentation is not available which may be signed by use of a typed electronic signature and provided electronically or may be provided in hard copy, that is subject to the provisions of Section [1-108](#) of the Code (Certification), provided the requirement in this subsection (7)(a)(.2) does not apply if the tenant has provided the landlord a signed CDC eviction declaration.

(d) *Notice Required and Limitation on Eviction for Nonpayment of Past Due Rent.* In addition to any other limitations set forth under this Section [9-809](#), until October 1, 2021, the nonpayment of rent shall not be a legal basis to evict a tenant unless the following conditions are met:

(.1) With respect to a tenant that has not entered into a hardship repayment agreement or requested to enter into a hardship repayment agreement, the landlord has provided the tenant written notice regarding the tenant's rights under this subsection (7), "Mandatory Hardship Repayment Agreement for Tenants with a Certified Financial Hardship as the Result of the COVID-19 Pandemic", as provided under subsection (8), "Notice, Forms, and Regulations" of this Section [9-809](#) at least thirty (30) days prior to the date a landlord takes any such action.

(.2) With respect to a tenant who has the right to enter into a hardship repayment agreement and has requested to enter into such an agreement at any point prior to the end of the thirty (30) day notice period in subsection (7)(d)(.1), above, but has not yet entered such an agreement, the eviction action is based on a failure to pay the ongoing monthly rate of rent as it is normally due after the end of the COVID-19 inclusive emergency period.

(.3) With respect to a tenant who has entered into a hardship repayment agreement, the eviction action is either (.a) based on a failure to pay the ongoing monthly rate of rent as it is normally due after the end of the COVID-19 inclusive emergency period; (.b) the tenant is in arrears in an amount equal to four or more monthly payments required under subsection (7)(b.1); or (.c) the tenant is in arrears in an amount equal to three or more monthly payments required under subsection (7)(b.2).

(e) In addition to any other limitations set forth under this Section [9-809](#), the Code, or any other applicable law, until October 1, 2021, it shall be unlawful for a landlord to take any steps in furtherance of recovering possession of a residential premises occupied by a tenant or a guest of a tenant, on any basis other than a legal basis for eviction. For the purposes of

this subsection (7)(e), sending a notice required under this Section [9-809](#) or participating in an eviction diversion or mediation program established by the City shall not be considered taking steps in furtherance of recovering possession of a residential premises.

(f) *Forms.* The Commission, or such other City department or office as the Mayor may designate, is authorized to create a form to be used by landlords and tenants entering into a hardship repayment agreement as provided for under subsection (7)(a) and a form for notice under subsection (7)(c).

(g) This subsection (7), shall not apply if one or more of the following conditions are applicable to the residential tenant, or the residential premises occupied:

(.1) The tenant receives a federal housing subsidy pursuant to 42 U.S.C. § 1437f that is not a tenant-based subsidy; or

(.2) The tenant receives a federal housing subsidy administered by the U.S. Department of Housing and Urban Development; or

(.3) A loan financing the residential premises is insured or assisted under 12 U.S.C. § 1701q, § 1715l(d)(3), or § 1715z-1; or 42 U.S.C. § 1485.

(8) *Notice, Forms, and Regulations.* [1001.11](#)

(a) *Required Notice.* Any notice that a landlord is required to provide a tenant under this Section [9-809](#) shall be provided in writing, by hand delivery or certified United States mail with proof of mailing, and must provide notice of the tenant's rights under this Section [9-809](#) as well as clear information on how the tenant may exercise such rights, including the following specific text or such other language that may be included in a form created by the City pursuant to subsection (8)(b), "Forms and Regulations", (below):

YOU MAY BE ELIGIBLE FOR CERTAIN HOUSING PROTECTIONS. IF YOU HAVE EXPERIENCED A FINANCIAL HARDSHIP DUE TO COVID-19, THIS MAY INCLUDE, BUT IS NOT LIMITED TO, A NINE (9) MONTH REPAYMENT PLAN TO PAY PAST DUE RENT. YOU MUST PROVIDE YOUR LANDLORD A CERTIFICATION OF HARDSHIP TO QUALIFY FOR SOME OF THESE PROTECTIONS.

(b) *Forms and Regulations.* The Commission, or such other City department or office as the Mayor may designate, is authorized to issue regulations implementing this Section [9-809](#), and to create forms to be used by landlords and tenants under this Section [9-809](#) including but not limited to, a certification of hardship form, a hardship repayment agreement form, and a form of required notice.

(9) *Defenses.* The failure of the landlord to comply with any obligation under this Section [9-809](#) may be asserted as a defense by a tenant in an action before any adjudicatory body and may not be waived.

(10) *Severability.* If any provision of this Section [9-809](#) or application thereof to any persons or circumstances is judged invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalidated provision or application and to this end the provisions of the ordinance are declared severable.

#### Notes

- 1001,1** Added, Bill No. [200294](#) (approved July 1, 2020); Bill No. [200295](#) (approved July 1, 2020); Bill No. [200302](#) (approved July 1, 2020); and Bill No. [200305](#) (approved July 1, 2020).
- 1001,2** Amended, Bill No. [200421](#) (approved December 1, 2020).
- 1001,3** Added, Bill No. [200420](#) (approved December 1, 2020); Bill No. [200421](#) (approved December 1, 2020).
- 1001,2** Added, Bill No. [200420](#) (approved December 1, 2020).
- 1001,4** Added, Bill No. [200420](#) (approved December 1, 2020); Bill No. [200421](#) (approved December 1, 2020); Bill No. [200616](#) (approved January 20, 2021).
- 1001,2** Added, Bill No. [200420](#) (approved December 1, 2020).
- 1001,5** Amended, Bill No. [200616](#) (approved January 20, 2021).
- 1001,6** Added, Bill No. [200295](#) (approved July 1, 2020).
- 1001,7** Added, Bill No. [200295](#) (approved July 1, 2020).
- 1001,8** Added, Bill No. [200294](#) (approved July 1, 2020); amended, Bill No. [200616](#) (approved January 20, 2021).
- 1001,9** Added, Bill No. [200302](#) (approved July 1, 2020); amended, Bill No. [200420](#) (approved December 1, 2020).

1001,10 Added, Bill No. [200305](#) (approved July 1, 2020); amended, Bill No. [200421](#) (approved December 1, 2020).

1001,11 Added, Bill No. [200305](#) (approved July 1, 2020).





## CITY OF PHILADELPHIA FAIR HOUSING COMMISSION

### EMERGENCY HOUSING PROTECTION ACT COVID-19 FINANCIAL HARDSHIP CERTIFICATION

Dear Landlord/Property Manager,

#### **PART I**

I, or a member of my household, have experienced a loss of income or increase in expenses between March 1, 2020 and December 31, 2020 due to the COVID-19 pandemic because I, or a member of my household (check all that apply):

- ☐ Was diagnosed with COVID-19 or had to self-quarantine due to potential exposure to COVID-19.
- ☐ Cannot work or have had to self-quarantine because I/we have a greater risk of harm if COVID-19 is contracted due to a compromised immune system, age, or due to the specific recommendation of a health care professional, the CDC, the Governor of Pennsylvania, the Secretary of Health of Pennsylvania, the Mayor of Philadelphia, or the Health Commissioner of Philadelphia.
- ☐ Had to care for a family member due to a diagnosis of COVID-19 or a need to self-quarantine.
- ☐ Had to care for a family member due to school, childcare or elder care closure during the pandemic.
- ☐ Lost a job or my worksite was temporarily closed.
- ☐ Had reduced hours or wages at work.
- ☐ Was not employed before March 1, 2020 and was not able to find new employment during this time.
- ☐ Had to financially support a family member due to one of the above reasons.

I am notifying you of this COVID-related financial loss to exercise my rights under Section 9-809 of The Philadelphia Code "COVID-19 Emergency Housing Protections" and ask that you (check all that are applicable):

- ☐ Waive late fees and interest for March 1, 2020 through September 30, 2021.
- ☐ Engage in mediation prior to beginning eviction proceedings.
- ☐ Enter into a repayment agreement for any back rent owed from March 1, 2020 through December 31, 2020. ***[NOTE: Tenant Must Fill Out Part II of This Form if Checked]***

I hereby certify that the statements above, and below – if applicable, are true and correct to the best of my knowledge and belief.

I understand that if I knowingly make any false statement herein, I am subject to such penalties as may be prescribed by statute or ordinance.



I look forward to working with you to stabilize my housing.

Sincerely,

Tenant Signature: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**PART II – ADDITIONAL FACTS AND DOCUMENTATION**

***REQUIRED FOR TENANTS SEEKING A REPAYMENT AGREEMENT  
OPTIONAL FOR ALL OTHER TENANTS***

Evidence of the loss of income or increase in expenses that I, or a member of my household experienced between March 1, 2020 and December 31, 2020 due to the COVID-19 pandemic is (provide proof of the loss of income or increase in expenses you indicated in Part I):

☐ See attached documents.

☐ Unavailable for the following reason(s):

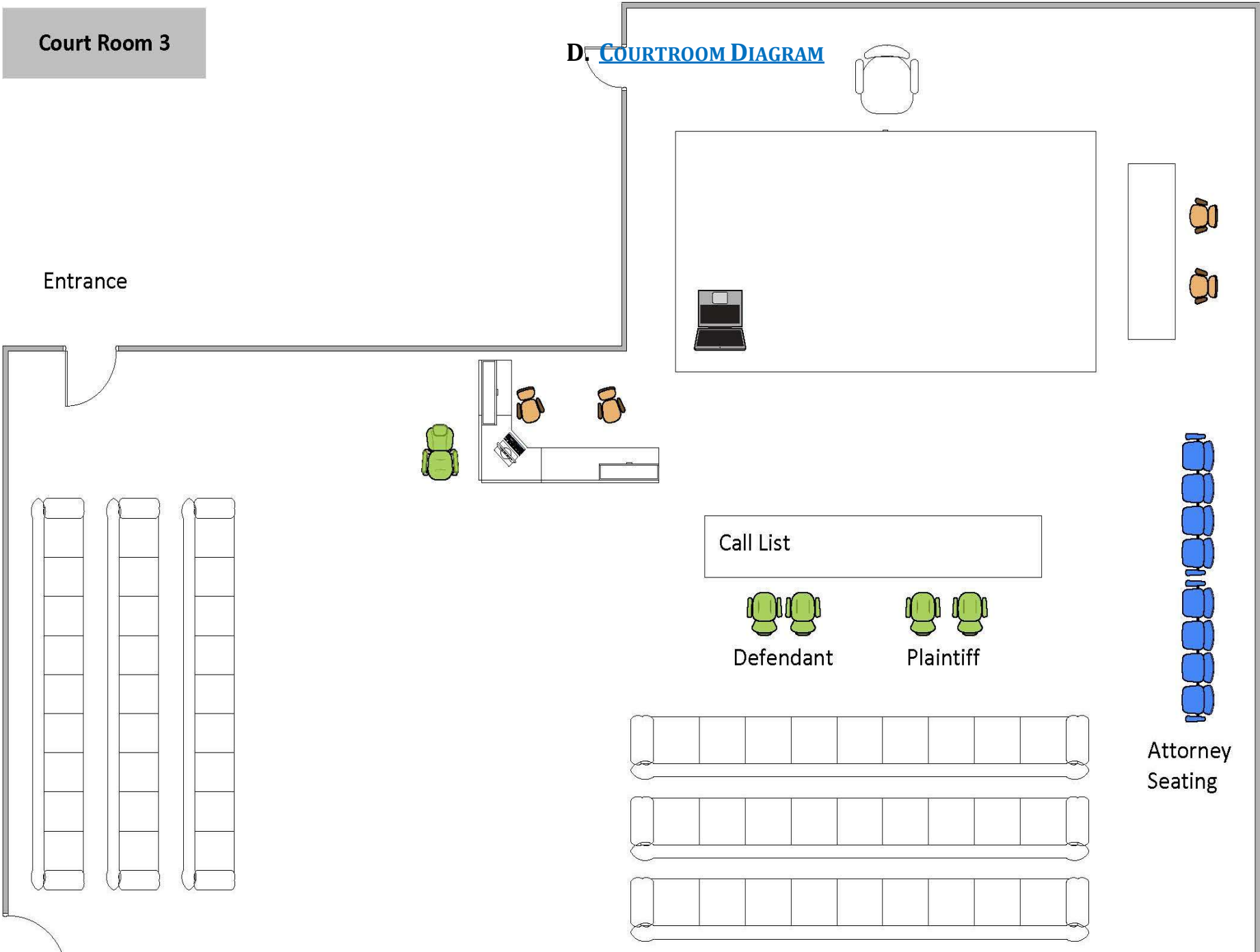
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rental Assistance is now available through the City of Philadelphia for tenants and landlords to apply together. For more information go to: <https://phlrentassist.org/>

Court Room 3

D. COURTROOM DIAGRAM

Entrance



**E. PRIVATE SETTLEMENT AGREEMENT**  
**SETTLEMENT AGREEMENT**

This is an agreement dated \_\_\_\_\_, by and between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”) relating to (Docket# LT-XX-XX-XX-XXXX), filed in Philadelphia Municipal Court.

The parties agree as follows:

1. Tenant will vacate the real property located at

\_\_\_\_\_  
Philadelphia, PA \_\_\_\_\_ (“Property”) on or before \_\_\_\_\_,  
20\_\_\_\_.

2. Tenant will owe no money with respect to the Property for any period prior to  
\_\_\_\_\_, 20\_\_\_\_.

**OR**

Money due to Landlord. Total : \$\_\_\_\_\_

Past Due:            Month: \$\_\_\_\_\_

                         Month: \$\_\_\_\_\_

Future Due:        Month: \$\_\_\_\_\_

Payments will be made as follows:

\$\_\_\_\_\_ on \_\_\_\_\_

\$\_\_\_\_\_ on \_\_\_\_\_

\$\_\_\_\_\_ on \_\_\_\_\_

\$\_\_\_\_\_ on \_\_\_\_\_

**OR**

If (and only if) Tenant does not vacate the Property by \_\_\_\_\_, 20\_\_,  
Landlord will be entitled to collect rent for (and only for) the period beginning on the date  
that Landlord obtains and delivers to Tenant a valid Certificate of Rental Suitability, the  
attestation related thereto, and the Handbook entitled “Partners for Good Housing.”

3. **Last Month’s Rent:** Landlord is in possession of the last month’s rent for the month of  
\_\_\_\_\_. No rent will be paid by the tenant for \_\_\_\_\_ and landlord will apply  
previously paid rent to this month.
4. **Security Deposit:** Security Deposit will be returned to the tenant in accordance with  
Pennsylvania law.
5. Landlord will withdraw with prejudice, the case referenced above today and will only seek  
rent for the period mentioned above (OR will not seek rent for the period mentioned above).

THE PARTIES UNDERSTAND THAT NO JUDGMENT IS BEING ISSUED BY THE  
COURT AND THAT IF A BREACH IS ALLEGED IN THE FUTURE, THE PARTY  
ALLEGING THE BREACH WILL NEED TO FILE A NEW COMPLAINT TO ENFORCE  
THIS AGREEMENT.

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT



## F. JUDGMENT BY AGREEMENT

### PHILADELPHIA MUNICIPAL COURT FIRST JUDICIAL DISTRICT OF PENNSYLVANIA 1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Marsha H. Neifield, President Judge John J. Joyce, Deputy Court Administrator

#### LANDLORD/TENANT COMPLAINT

# LT-19-

<i>Plaintiff(s)</i>	<i>Defendant(s)</i>
---------------------	---------------------

### JUDGMENT BY AGREEMENT

(Judgments by Agreement are not appealable)

- ☐ Judgment for the Plaintiff for the Amount of: Plus Costs: For a Total of:
- ☐ Judgment for Possession as of:
- ☒ Judgment for Possession only as of: 00-00-2019 (date of hearing)
- ☐ Money Judgment only: Plus Costs: For a Total of:
- ☐ Money Judgment to be Satisfied if Defendant vacates by:
- ☐ Judgment of Possession to be Satisfied if Defendant pays (as outlined in Other Conditions) by:
- ☐ Judgment of Possession to be Satisfied if (see Other Conditions)

#### Other Conditions:

Tenant agrees to vacate rental premises on or before November 30, 2018 by leaving property in broom swept condition free of all personal belongings and free of tenant-created damages.

(Add in here any payment plan, if applicable)

Tenant to vacate by (date). Property to be left in broom swept condition. Keys to be returned to landlord. No lockout before (date). Security Deposit to be returned in accordance with PA law. Plaintiff's counsel agrees to not oppose a petition to vacate if tenant complies with the foregoing.

Defendant's counsel hereby withdraws their appearance.

#### IMPORTANT!

Please read each clause below and on the attached notice.

1. If the agreement is broken, possession may be enforced on this agreement for the following reasons agreed upon by all parties.

- ☐ (a) Non-Payment of rent  
☒ (b) Termination of the term  
☐ (c) Breach of condition of the lease.

If you are being sued for non-payment of rent only you cannot be evicted as long as you pay your outstanding rental arrearage up until the time the Alias Writ is served.

2. Any breach of this agreement may allow the eviction to proceed without further Notice.

3. Any Landlord/Tenant action that is not completed within 180 days will require a new filing with a new Notice to Quit unless a Petition to Extend is granted.

**ONLY THE TERMS OUTLINED AND WRITTEN ON THIS FORM ARE ENFORCEABLE. ANY AND ALL VERBAL AGREEMENTS MADE BETWEEN THE PARTIES OR WITH AN ATTORNEY ARE NOT ENFORCEABLE.**

Plaintiff's Signature:	Defendant's Signature:
Plaintiff's Telephone Number:	Defendant's Telephone Number:
Plaintiff's Attorney:	Defendant's Attorney:
Plaintiff's Attorney's I.D. & Telephone Number:	Defendant's Attorney's I.D. & Telephone Number:
Mediator—Signature:	Mediator—Print Name:

#### SEE ATTACHED EXPLANATORY NOTICE



THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT, WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES. IF YOU HAVE A DISABILITY, AND REQUEST REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN A MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 646-7966. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF THE HEARING WHICHEVER IS LATER.



**PLEASE READ THIS!**

1. **IF YOU ARE UNSURE OF WHAT THIS AGREEMENT MEANS, YOU CAN ASK ANY MEDIATION UNIT EMPLOYEE OF THE MUNICIPAL COURT OR TRIAL COMMISSIONER TO EXPLAIN IT TO YOU, EVEN IF THAT PERSON DID NOT ASSIST YOU IN PREPARING THIS DOCUMENT.**

**OR, ASKED TO HAVE THE AGREEMENT ENTERED BY THE JUDGE.**

2. **REMEMBER, YOU ARE BOUND BY EACH AND EVERY CONDITION OF THIS AGREEMENT!**

Procedure in the event of breach:

If any party believes this Agreement has been breached (a failure to comply with the promises required by this Agreement) then an Affidavit must be filed with the Judgment and Petitions Unit, 1339 Chestnut St., room 1003, Philadelphia, PA 19107.

If an Affidavit is filed claiming you have failed to keep the promises made here, and you believe you have done what you're supposed to do, then you must request a hearing within five (5) working days (weekends and holidays do not count) of the date you received the Affidavit from Court.

Finally: You are here because there has been a failure in the Landlord/Tenant relationship. This Agreement is a second chance. If you fail to do what this Agreement requires of you, then the Agreement is breached/void (no longer valid) and all available legal consequences may proceed without further Notice.

**JUDGMENTS BY AGREEMENT ARE NOT APPEALABLE.**

## **G. ORDER TO VACATE THE JUDGMENT**

### **Filing an Order to Vacate**

Reach out to Opposing Counsel or the Unrepresented Landlord and request that they sign the Order to Vacate the judgment. You can try reaching them by e-mail, phone, or letter with return envelope. They can sign it and upload it to the docket through the CLAIMS system themselves. However, if they send you the signed Order to file, you can file it through the CLAIMS system. Your appearance must be entered for you to do this.

There is a filing fee required to file an Order to Vacate, so you will need to prepare a Petition to Proceed In Forma Pauperis to upload with the signed Order. Generally, Philadelphia VIP clients are all eligible for In Forma Pauperis status. A sample Petition to Proceed In Forma Pauperis is at the back of Tab H.

On the CLAIMS site, under Private Attorney/ Non-Attorney, select Initiate New Petition. Under Petition Type, there is a choice for Order to Vacate. When uploading the signed Order, you will only have the option to upload as the named Plaintiff. This is ok. In the Comments for court clerk box, write in that you are the attorney representing the defendant and that you are uploading an Order signed by Opposing Counsel or the landlord. The final screen will give you the option to upload additional documentation, such as the Petition to Proceed In Forma Pauperis and the signed Order to Vacate.

If Opposing Counsel or the unrepresented landlord refuses to sign the Order or does not respond, filed a Petition to Vacate, a sample of which is located at Tab H.

[Name of Attorney]  
[Organization/Firm]  
[Address]  
[Address]  
[Attorney Email Address]  
[Attorney Phone Number]

---

[Name of Plaintiff]	:	PHILADELPHIA MUNICIPAL COURT
Plaintiff	:	
	:	LT-XX-XX-XX-XXXX
v.	:	
	:	
[Name of Defendant]	:	
Defendant	:	

---

**ORDER TO VACATE JUDGMENT AND DISMISS MATTER**

TO THE PROTHONOTARY:

Kindly mark the judgment in the above matter vacated and matter dismissed.

---

[Name of Opposing Counsel], Esq.  
Attorney for Plaintiff

---

JUDGE

## **H. PETITION TO VACATE THE JUDGMENT**

When the landlord or landlord's attorney refuses to sign the Order to Vacate, you have to file the Petition to Vacate. There is a \$19 fee for filing the Petition, but Philadelphia VIP clients generally qualify for *In Forma Pauperis* (IFP) status. The IFP petition can be filed along with Petition. The CLAIMS system also allows you to generate an IFP form, but it will ask you for the client's income information. As you'll see on the IFP template following the Petition to Vacate template on the next couple pages, drafting it ahead of time does not require the client's income information.

[Name of Attorney]  
Attorney ID: [Attorney ID #]  
[Organization/Firm]  
[Address]  
[Address]  
[Attorney Email Address]  
[Attorney Phone Number]

IN THE MUNICIPAL COURT OF PHILADELPHIA COUNTY

---

[Name of Plaintiff]	:	
Plaintiff	:	
	:	LT-XX-XX-XX-XXXX
v.	:	
	:	
[Name of Defendant]	:	
Defendant	:	

---

**PETITION TO VACATE THE JUDGMENT AND DISMISS MATTER**

1. On [DATE], a Judgment by Agreement was entered by plaintiff and defendant for possession of the property at [ADDRESS] [and money judgment for \$0,000.00]. SEE Exhibit A: JBA.
2. The terms of the judgment are as follows: "Defendant to vacate the premises on or before 02/15/2021 and leave the premises in a clean, broom swept condition. Provided Defendant leaves as agreed, Landlord shall not oppose a Petition to Vacate Judgment."
3. Defendant moved out on [DATE] and left the property in broom swept condition.
4. Defendant received a receipt from the property manager when she returned the keys. SEE Exhibit B: Receipt.
5. Defendant therefore fulfilled all of the terms of the Judgment by Agreement.
6. Plaintiff stipulates that the judgment should be marked satisfied and dismissed in line with the terms of the Judgment by Agreement. SEE Proposed Order to Vacate.



7. Failure to have this Judgment vacated hurts Defendant's credit and makes it more difficult for defendant to find reasonable housing.

WHEREFORE, your Petitioner respectfully requests the Court to vacate the Judgment dated [DATE OF JBA].

Respectfully submitted,

[DATE]  
DATE

---

[NAME]  
Attorney for Defendant

[Name of Attorney]  
Attorney ID: [Attorney ID #]  
[Organization/Firm]  
[Address]  
[Address]  
[Attorney Email Address]  
[Attorney Phone Number]

IN THE MUNICIPAL COURT OF PHILADELPHIA COUNTY

---

[Name of Plaintiff]	:	
Plaintiff	:	
	:	LT-XX-XX-XX-XXXX
v.	:	
	:	
[Name of Defendant]	:	
Defendant	:	

---

**PRAECIPE TO PROCEED IN FORMA PAUPERIS**

TO THE HONORABLE COURT:

Kindly allow [DEFENDANT], Petitioner, to proceed *in forma pauperis*. I, [ATTORNEY NAME], ESQUIRE, Attorney for Petitioner, hereby certify that I believe the Petitioner is unable to pay the costs and that I am providing free legal services to the Petitioner through Philadelphia VIP.

Respectfully submitted,

[DATE]  
DATE

---

[ATTORNEY NAME], ESQUIRE  
Attorney for Petitioner

[Name of Attorney]  
Attorney ID: [Attorney ID #]  
[Organization/Firm]  
[Address]  
[Address]  
[Attorney Email Address]  
[Attorney Phone Number]

IN THE MUNICIPAL COURT OF PHILADELPHIA COUNTY

_____ [Name of Plaintiff]	:	
Plaintiff	:	
	:	LT-XX-XX-XX-XXXX
v.	:	
	:	
_____ [Name of Defendant]	:	
Defendant	:	

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
upon consideration of Petitioner's Petition to Proceed In Forma Pauperis, it is hereby  
ORDERED that the Petitioner be excused from payment of the filing fee in this matter in  
consideration of [ATTORNEY NAME], ESQUIRE's representation to the Court that Petitioner  
meets the income eligibility requirement and counsel is serving pro bono.

\_\_\_\_\_  
J.

## I. CLOSING LETTER

CLIENT'S NAME  
CLIENT'S ADDRESS  
CLIENT'S CITY, STATE ZIP

DATE

Dear CLIENT:

Philadelphia VIP referred your case to me for assistance with your landlord-tenant hearing in Municipal Court.

I assisted you with this case by taking the following actions:

- gathered [RELEVANT DOCUMENTS];
- analyze whether you had [LEGAL CLAIM/GOOD DEFENSE/ETC.];
- prepared document and/or file pleading on your behalf; and
- represented you at the hearing.

As a result of this work, [OUTCOME ACHIEVED].

You should keep in mind that [ADVICE ON NEXT STEPS THE CLIENT SHOULD TAKE AND/OR THINGS THAT CLIENT SHOULD BE AWARE OF SUCH AS DEADLINES TO MAKE ANY ADDITIONAL PAYMENTS OR MOVE OUT, ADVICE ABOUT GETTING THE SECURITY DEPOSIT BACK, OR POSSIBILITY OF LANDLORD RELISTING CASE].

It was a pleasure working with you, and I wish you the best of luck in the future. Should you have any further questions or concerns, please feel free to contact [VOLUNTEER ATTORNEY AND/OR SPECIFIC VIP STAFF MEMBER] at [PHONE NUMBER].

Sincerely,

VOLUNTEER ATTORNEY'S NAME

Enclosures: [RELEVANT DOCUMENTS SUCH AS DOCKET REPORT, ORDER, JBA, AND/OR SETTLEMENT AGREEMENT]

cc: [VIP STAFF MEMBER], via email (without enclosures)