

New Pennsylvania Law: Parking Provisions Required in Residential Leases

Approved by the Governor, October 22, 2026

Effective 60 days after enactment, The Landlord and Tenant Act of 1951 is amended to add Section 207 on parking.

1. Mandatory Parking Disclosure in Leases

- Every lease must clearly state whether parking is provided for the tenant.
- If parking *is* provided, the lease must:
 - State whether the tenant must pay a parking fee, and
 - State the exact amount of that fee.
- If the landlord does *not* disclose in the lease that parking is provided, the law will treat it as a disclosure that no parking is provided.

2. Limits on Changing Parking Fees During the Lease

- A landlord may not change or add parking fees during the term of the lease, except when:
 - Parking availability changes, or
 - A third-party parking provider changes a passthrough parking fee.

3. Tenant Enforcement and Penalties

- Tenants may file a complaint in a “lower court” (district justice, magistrate, or similar court with landlord–tenant jurisdiction; not the court of common pleas) if the landlord violates these requirements.
- If the court finds a violation, the landlord can be ordered to pay the tenant’s parking costs for the duration of the lease, in an amount determined by the court.

Action Items for Landlords

- Update all lease templates to:
 - Include a clear statement on whether parking is provided;
 - Specify any parking fee and its amount;
 - Reflect conditions under which parking fees may change (only for actual changes in availability or third-party passthrough fees).
- Ensure any future changes to parking arrangements or fees comply with the new limits for the entire lease term.

Sample Lease Clause

Parking Provision and Fees

1. Parking Provided

Check one:

☐ Parking Not Provided. Landlord does not provide parking to Tenant under this Lease and charges no parking fee.

☐ Parking Provided. Landlord provides Tenant with parking as follows:

A. A. Number of parking space(s): ____

B. Location/description of space(s): _____

2. Parking Fee (complete only if parking is provided)

Tenant ☐ shall / ☐ shall not be required to pay a fee for parking.

If "shall" is selected, Tenant agrees to pay a parking fee of \$_____ per [month / week / other: ____].

3. Limits on Changes to Parking Fees

The Parking Fee may not be changed or increased by Landlord during the term of this Lease except:

a. When the availability of parking provided to Tenant changes; or

b. When a third-party parking provider changes a passthrough parking fee charged to Landlord, in which case the change may be passed through to Tenant.

4. Notice

Landlord shall give Tenant written notice of any change in parking availability or third-party passthrough parking fees and of any resulting change to Tenant's Parking Fee.

New Pennsylvania Law: Limits on Rental Application Fees

Approved by the Governor, October 22, 2026

Effective 60 days after enactment, The Landlord and Tenant Act of 1951 is amended to add Section 207 on rental applications.

1. Application Fees Are Limited to Actual Costs

- Landlords (and their agents) may only charge rental application fees that are reasonably related to the actual administrative expenses incurred in processing the application (for example: credit checks, background checks, screening services, staff time).
- Application fees may not be used as a general revenue source or profit center.

2. Charging an Application Fee Is Optional

- The law does not require landlords to charge an application fee.
- It also does not prohibit landlords from charging an application fee.
- These rules apply to commercial, residential, and other nonresidential rental properties.

Action Items for Landlords

- Review current rental application fee amounts and ensure they reflect actual, documentable costs.
- Keep records (invoices, subscription costs, staff time estimates) to support that the fee is “reasonably related” to actual expenses.
- Update any written policies, application forms, and advertising to avoid describing application fees in a way that suggests they are a profit-generating charge.

New Pennsylvania Law: Mandatory Flood-Risk Disclosures in Residential Leases

Approved by the Governor, October 22, 2026

Effective 180 days after enactment, The Landlord and Tenant Act of 1951 is amended to require specific flood-risk disclosures whenever a written lease is signed or renewed.

1. New Definitions

The law defines:

- “Flood damage” – Damage to real or personal property caused by a natural flood event.
- “Natural flood event” – Temporary flooding of:
 - Two or more acres of normally dry land, or
 - Two or more properties (at least one is the rental property), caused by:
 - Overflow of inland or tidal waters
 - Unusual and rapid accumulation or runoff of surface water
 - Mudflow
 - Collapse/subsidence of land along a body of water due to erosion or undermining from higher-than-normal water levels

These definitions are used to determine what must be disclosed.

2. State Flood-Risk Website

The PA Insurance Department must create and maintain a public website that:

- Provides information on flood risk, flood mitigation, and flood insurance; and
- Gives access to information identifying properties in flood hazard areas.

Landlords can use this as a reference and direct tenants to it.

3. Flood Disclosures Required in Every Written Lease and Renewal

Whenever real property is leased in writing or a written lease is renewed, the landlord must disclose to the tenant, to the best of the landlord’s knowledge:

1. Prior Flood Damage

- A. Whether the property has ever experienced flood damage.
- B. If yes:
 - 1. How many times it is known to have flooded; and
 - 2. The estimated dates of each known event.

2. Flood Hazard Area Status

- A. Whether the property is in a:
 - 1. Special flood hazard area, or
 - 2. Moderate risk flood hazard area,
as determined by FEMA.

3. Flood Insurance Requirement

- A. Whether the property is legally required to have flood insurance.

4. Landlord's Flood Insurance Coverage

- A. Whether the landlord currently carries flood insurance, and
- B. If so, whether that policy covers the tenant's personal property (usually it does not).

These disclosures should be in writing and part of the lease package.

4. Mandatory Flood Insurance Notice Language

In addition to the above, every written lease must include the following disclosure text (verbatim):

PLEASE READ: IMPORTANT INFORMATION ON FLOOD INSURANCE
Many properties in Pennsylvania are experiencing increased flood risks. You are encouraged to visit the Insurance Department's website to review these risks. A standard renter's insurance policy typically does not cover damage caused by flooding. You are encouraged to speak with an insurance professional about your renter's insurance policy to determine whether you are covered for damage caused by floods. If you are not, coverage may be available from an insurance company or through the National Flood Insurance Program.

5. Action Items for Landlords

- Update all lease forms to:
 - Include the required yes/no disclosures on:
 - Past flood damage (with counts and dates)
 - FEMA flood-hazard status

- Legal requirement for flood insurance
 - Whether landlord's flood policy covers tenant property
 - Insert the exact required flood-insurance notice text.
- Review property history (claims, repairs, prior owner info, FEMA maps) so your answers reflect your best knowledge.
- Train leasing staff/agents on how to explain these disclosures and where to find the PA Insurance Department's website.

Sample Lease Clause: Flood Risk and Insurance Disclosures

Flood Risk and Insurance Disclosures (Pennsylvania Law)

1. Prior Flood Damage (Landlord Disclosure)

To the best of Landlord's knowledge:

- A. The Property ☐ has / ☐ has not ever experienced "flood damage" as defined by Pennsylvania law.
- B. If "has" is checked, the Property is known to have experienced flood damage approximately ____ time(s), on or about the following date(s) (month/year, if known):

2. Flood Hazard Area Status (FEMA)

To the best of Landlord's knowledge, according to Federal Emergency Management Agency (FEMA) information:

- A. The Property ☐ is / ☐ is not located in a special flood hazard area.
- B. The Property ☐ is / ☐ is not located in a moderate risk flood hazard area.

3. Flood Insurance Requirement

To the best of Landlord's knowledge:

- A. The Property ☐ is / ☐ is not subject to a legal requirement to obtain and maintain flood insurance (for example, as required by a lender or by law).

4. Landlord's Flood Insurance and Coverage of Tenant Property

- A. Landlord ☐ currently holds / ☐ does not currently hold flood insurance on the Property.
- B. If Landlord currently holds flood insurance on the Property:
 - 1. That policy ☐ does / ☐ does not provide coverage for Tenant's personal property.

5. Required Flood Insurance Notice to Tenant

PLEASE READ: IMPORTANT INFORMATION ON FLOOD INSURANCE

Many properties in Pennsylvania are experiencing increased flood risks. You are encouraged to visit the Insurance Department's website to review these risks. A standard renter's insurance policy typically does not cover damage caused by flooding. You are encouraged to speak with an insurance professional about your renter's insurance policy to determine whether you are covered for damage caused by floods. If you are not, coverage may be available from an insurance company or through the National Flood Insurance Program.