

LANDLORD-TENANT MEDIATION AT GOOD SHEPHERD MEDIATION PROGRAM

A Partnership with the City of Philadelphia

WHAT IS MEDIATION?

Mediation is a voluntary dispute resolution process designed to bring people in conflict together to work out solutions to their differences. The meeting is facilitated by a specially trained, neutral conflict specialist called a “mediator.” The parties negotiate their own settlements. The mediator does not force them to do anything. If the parties do not reach an agreement, the mediator will assist the parties in determining what comes next. The parties can consult an attorney or advocate before signing the agreement.

WHAT IS GOOD SHEPHERD MEDIATION PROGRAM (GSMP)?

Good Shepherd Mediation Program, established in 1984, is a neighborhood justice center located in the Fairmount neighborhood of Philadelphia. In 2019, as part of the City’s eviction prevention efforts, GSMP partnered with the City of Philadelphia to offer free mediation for landlords and tenants.

WHAT ARE THE ADVANTAGES OF USING THE MEDIATION PROGRAM?

- Cost savings: For landlords and tenants in Philadelphia, mediation is FREE!
- Flexible scheduling: We offer a choice of times.
- More control over the outcome: you decide the outcome, not a judge. (The mediated agreement is still enforceable.)
- Parties are generally more satisfied with the settlements they negotiate personally.
- Working cooperatively to resolve a conflict is less stressful than drawn-out negotiations.

BEFORE YOU MEDIATE, KNOW YOUR RIGHTS AND RESPONSIBILITIES (The following information is not intended to be legal advice!)

A Lease is a Lease: It does not matter if your lease is written or verbal, although a written lease provides more guidance on the rights & responsibilities of both parties.

Rental License and other necessary documents: The landlord must have a current “Rental License” for every unit (unless the landlord lives in the property). When a lease is signed, the tenant should receive a “Certificate of Rental Suitability” and “Partners for Good Housing Handbook” and, in some cases, a “Certification of Lead Safe Status.”

Repairs: The landlord must maintain the property in a safe and livable condition. The tenant must give notice to the landlord if any repairs are needed. The landlord and tenant can negotiate an adjustment to the rent if repairs are not made.

Retaliation: It is illegal for the landlord to retaliate against a tenant for calling L&I, for example by trying to evict the tenant, raising the rent, or changing the lease terms.

Rent Increase: A landlord can increase the rent at the end of the lease term, but the landlord must give the tenant proper notice, which is usually explained in the lease.

Security Deposit: A landlord can collect two months of rent as a security deposit. After the first year, the landlord must return any balance over one month’s rent.

Eviction Process: To evict a tenant, the landlord must file a complaint in court. But first the landlord must give the tenant proper written notice that complies with Philadelphia’s Good Cause Eviction Law. Under that law, a landlord cannot end a short-term lease (less than 1 year) without a good reason, and the landlord must give the tenant at least 30 days’ notice, in writing.

Discrimination: It is illegal for a landlord to discriminate against a tenant or to refuse to accommodate a tenant with a disability.

