

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.

: Decision after Trial

MEMORANDUM OPINION

This matter concerns a landlord-tenant dispute between Joanne Joiner ("Plaintiff") and Miriam Logue and Michael Logue ("Defendants"). Trial was held before the Court on August 6, 2018, and the Court reserved decision. Based on the testimony, documentary evidence, argument, and applicable law, the Court finds the following.

FINDINGS OF FACT

- 1) Defendants jointly own and share the responsibilities and duties of landlord and property manager of the property located at 507 Thomas Avenue, Williamsport, PA (the "Premises").
- 2) In or about November or December of 2012, Plaintiff and Defendants entered into a written lease for the Premises.
- 3) The original lease was for one year.
- 4) As per the original lease, the rent for the Premises was \$500.00 per month.
- 5) Rent continued at \$500.00 per month.
- 6) Plaintiff paid a \$500.00 security deposit, which upon agreement of the parties was, in January 2015, applied to past due rent.

- 7) Defendants' joint responsibilities and duties as landlords and managers of the Premises included collection of rent and making repairs.
- 8) In May 2017, Defendants' advised Plaintiff that they did not intend to renew her lease, told Plaintiff that they intended to move Defendants' son into the Premises, 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.
- 9) 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. Defendants also sought unpaid rent for the month of June 2017.¹
- 10) Plaintiff ultimately vacated the Premises prior to the hearing on Defendants' landlord-tenant complaint.
- 11) The Court finds credible Defendant Michael Logue's testimony that the property was not in a state of disrepair at the time Plaintiff took possession of the Premises.
- 12) The Court finds credible Defendant Michael Logue's testimony that when Plaintiff advised him of repairs that needed to be made, such repairs were done.
- 13) The Court finds credible Defendant Michael Logue's testimony that Plaintiff first reported a problem with the bathroom floor and water leaking into the kitchen in January or February of 2017. Upon inspection, Defendant Michael Logue found that the shower curtain was not being pulled fully to the wall and, consequently, water was running to the floor. He advised Plaintiff how to remedy the situation.

¹ At the time of the filing of Plaintiff's complaint, Plaintiff had not paid June rent and had previously informed Defendants that she had no intention to pay June rent.

14) The Court finds credible Defendant Michael Logue's testimony that in or about May 2017, he repaired the back door to the Premises by replacing the door hinges and door jamb. Defendant Michael Logue believes the door recently broke again due to continued misuse or abuse by Plaintiff, her family, or guests.

15) The Court finds credible Defendant Michael Logue's testimony that he repaired the stairs to the attic, and a "stopped up" or clogged tub drain.

16) The Court finds credible Defendant Michael Logue's testimony that the Premises was, as a matter of routine, inspected by the Williamsport Codes Department in 2012 and 2017 and no issues or problems were noted.

17) Lastly, the Court finds credible the testimony of Miriam Logue that neither she nor her husband threatened, harassed or otherwise mistreated the Plaintiff.

CONCLUSIONS OF LAW²

18) The relationship between Plaintiff and Defendants in this case is governed by the Pennsylvania Landlord-Tenant Act, 68 P.S. §250.101 *et seq.*

19) Plaintiff claims Defendants violated the implied covenant of quiet enjoyment when they improperly notified Plaintiff of their intention to end the lease agreement, and proceeded with legal claims based on said notice.³

20) The implied covenant of quiet enjoyment attaches to every lease. See *Branish v. NHP Prop. Mgmt., Inc.*, 694 A.2d 1106, 1107 (Pa. Super. Ct. 1997).

21) "[The covenant] is breached when the lessee's possession is impaired either by acts of the lessor or those acting under the lessor or by the actions of a holder of a superior title. Any 'wrongful act' of the lessor that interferes with the lessee's

² Plaintiff withdrew her claim for abuse of process.

³ Plaintiff's Complaint at 4.

possession, in whole or in part, is a breach of the covenant of quiet enjoyment."

Lichtenfels v. Bridgeview Coal Co., 531 A.2d 22, 25 (Pa. Super. Ct. 1987).

22) Based on the facts above, Defendants did not violate the implied covenant of quiet enjoyment. Therefore, Plaintiff is not entitled to the reimbursement of rent from May 2014 to May 2017, return of her security deposit, or punitive damages.

23) Plaintiff claims Defendants violated the implied warranty of habitability.⁴

24) "The implied warranty [of habitability] is designed to insure that a landlord will provide facilities and services vital to the life, health, and safety of the tenant and to the use of the premises for residential purposes. There must be no latent defects in the facilities or the utilities at the beginning of the lease and all of the essential features of the leasehold must remain in a reasonably fit condition throughout the leasehold. . . ." *Pugh v. Holmes*, 384 A.2d 1234, 1240 (1978), *aff'd*, 405 A.2d 897 (Pa. 1979).

25) "In order to constitute a breach of the implied warranty of habitability, ' . . . the defect must be of a nature and kind which will render the premises unsafe, or unsanitary and thus unfit for living therein.' " *Id.* (quoting *Kline v. Burns*, 276 A.2d 248, 252 (N.H. 1971); *Mease v. Fox*, 200 N.W.2d 791, 796 (Iowa 1972)).

26) Based on the facts as outlined above, Defendants did not violate the warranty of habitability.

27) Indeed, even if the Court were to find Plaintiff's disrepair claims credible, such repairs did not rise to the level of creating an uninhabitable environment.

28) Plaintiff also claims that Defendants violated the Fair Credit Extension Uniformity Act, 73 P.S. § 2270.1 *et seq.* ("FCEUA") and the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 *et seq.*, ("UTPCPL").⁵

⁴ *Id.* at 6-8.

- 29) The FCEUA prevents the unlawful collection of debts. See 73 P.S. § 2270.4.
- 30) A violation of the FCEUA is a *per se* violation of the UTPCPL. See 73 P.S. § 2270.5(a).
- 31) The UTPCPL prevents “[e]ngaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.” See 73 P.S. §§ 201-2(4)(xxi), 201-3.
- 32) The UTPCPL applies to residential leases. See *Com. by Creamer v. Monumental Props., Inc.*, 329 A.2d 812, 820 (Pa. 1974).
- 33) Based on the facts above, Defendants did not violate the FCEUA.
- 34) Based on the facts above, Plaintiff is not entitled to damages under 73 P.S. § 2270.4 (“Unfair or deceptive acts or practices”).
- 35) Based on the facts above, Plaintiff is not entitled to treble damages under the UTPCPL for intentional or reckless conduct. See *Schwartz v. Rockey*, 932 A.2d 885, 898 (Pa. 2007).

VERDICT

AND NOW, this 26th day of September 2018, for the foregoing reasons, the Court hereby finds in favor of Defendants.

BY THE COURT,



Eric R. Linhardt, Judge

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

⁵ *Id.* at 8-10.