

Real Estate Leasing: Pennsylvania

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A Q&A guide to commercial real estate leasing law for landlords and tenants in Pennsylvania. This Q&A addresses state laws and customs that impact commercial leasing, including the execution and enforceability of leases, disclosures, transfer taxes, rents and security deposits, permitted assignments, financings, remedies, and automatic terminations in foreclosure actions. Federal, local, or municipal law may impose additional or different requirements. Answers to questions can be compared across a number of jurisdictions (see Real Estate Leasing: State Q&A Tool).

Execution and Enforceability

1. Describe any formal requirements for the execution of a lease. In particular specify if:

- Witnesses are required.
- Acknowledgments are necessary.
- Counterpart signatures are enforceable.
- There are any other important requirements in your state.

For information on whether Pennsylvania has adopted electronic signatures, electronic recording, or remote online notarization (RON), see Question 20.

Witnesses

Pennsylvania law does not require witnesses to the execution of a lease. However, an entity's governing documents may require a signature protocol that includes a witness. Practitioners should review the governing documents or resolutions to ensure that the signatures comply with the entity's requirements.

Acknowledgments

Pennsylvania law does not require that a lease be acknowledged. However, if a lease or (more commonly) a memorandum of lease is to be

recorded, the signatures must be acknowledged (21 P.S. § 356).

It is recommended that the local recorder of deeds office be contacted to determine whether there are any unusual local requirements.

Counterpart Signatures

Counterpart signatures are likely enforceable in Pennsylvania (see *Flight Sys., Inc. v. Elec. Data Sys. Corp.*, 112 F.3d 124, 128 (3d Cir. 1997) (applying Pennsylvania law)). Best practice is to include a provision in the lease to authorize counterpart signatures.

Other Requirements

Pennsylvania's statute of frauds requires that leases having a term of more than three years must be in writing to be enforceable (68 P.S. § 250.202). Oral leases having a term of three years or less are enforceable (68 P.S. § 250.201).

2. Must a memorandum of lease (or any other instrument) be recorded for a lease to be enforceable against third parties? If so, must an amendment to a recorded memorandum of lease be recorded if there is a further (material or non-material) amendment to the lease?

In Pennsylvania, actual visible possession of property by the tenant constitutes constructive notice of the tenant's leasehold interest. Therefore, courts have held that a party seeking to benefit from Pennsylvania's recording statute has a duty to make reasonable inquiry whether anyone is in possession of the premises. However, given the uncertainties of demonstrating constructive notice, recording is the best way to achieve this result.

Most practitioners prefer to record a memorandum of lease (21 P.S. § 407), rather than recording the entire lease itself.

The best practice is to record any amendments to the memorandum of lease, if applicable.

Confirm the necessary recording procedures with a title company or by contacting the applicable recording office directly.

For examples of a Pennsylvania memorandum of lease, see [Standard Documents, Memorandum of Lease \(PA\)](#) and [Memorandum of Ground Lease \(PA\)](#).

For more information about recording requirements and procedures in Pennsylvania, see [Practice Note, Recording Procedures, Formalities, and Fees \(PA\)](#).

3. Provide the statutory form of acknowledgment for:

- An individual.
- A corporation.
- A limited liability company.
- A limited partnership.
- A trustee.

Pennsylvania statutory law provides model short form acknowledgment certificates (57 Pa. C.S.A. § 316). The examples below are:

- Based on the statutory short forms.
- Presumptively valid but not mandatory (57 Pa. C.S.A. § 315(c)). Any other form of certificate must comply with the Revised Uniform Law on Notarial Acts (RULONA) (57 Pa. C.S.A. §§ 301 to 331). For a version commonly used in Pennsylvania that meets the RULONA's requirements, see [Standard Document, Special or General Warranty Deed \(PA\)](#).

Pennsylvania has adopted remote online notarization (RON) (57 Pa. C.S.A. § 306.1; see Question 20). There

may be specific requirements for acknowledgments certified using RON. For more information, see [Electronic Signatures, Recording, and Notarization Laws for Real Estate Transactions: State Comparison Chart: Pennsylvania](#).

Individual

[Commonwealth of Pennsylvania/State of [STATE]]

County of [COUNTY]

This record was acknowledged before me on [DATE] by [NAME].

[NOTARIAL OFFICER SIGNATURE]

[NOTARIAL STAMP]

[Notary Public/[OTHER TITLE]]

My commission expires: [DATE]

Representative Capacity (Corporation, Limited Liability Company, Limited Partnership, or Trustee)

[Commonwealth of Pennsylvania/State of [STATE]]

County of [COUNTY]

This record was acknowledged before me on [DATE] by [NAME] as [TITLE OR AUTHORITY] who represents that [he/she/they] [is/are] authorized to act on behalf of [ENTITY NAME].

[NOTARIAL OFFICER SIGNATURE]

[NOTARIAL STAMP]

[Notary Public/OTHER TITLE]

My commission expires: [DATE]

Disclosures, Certifications, and Implied Uses

4. Are there any statutory or legal disclosures required by the landlord or the tenant either at the beginning or end of the lease term? Are there any compliance certificates the tenant may request from the landlord?

In Pennsylvania, there are no statutory or legal disclosures required by the landlord or the tenant

either at the beginning or the end of a commercial lease term.

5. Is a lease deemed to include an implied warranty of fitness for intended use?

No Pennsylvania appellate court has yet held that there is an implied warranty of habitability (or an implied warranty of fitness for intended use) in a commercial lease.

Term, Renewal, and Early Termination

6. Are there any legal restrictions which:

- Limit the maximum term of a lease (including any renewals)?
- Require the landlord to allow the tenant to renew its lease?
- Allow the tenant to terminate its lease before the express expiration date?

Limit on Maximum Term

There are no legal restrictions limiting the maximum term of a lease in Pennsylvania, although leases having a term of 30 years or more are treated as conveyances for realty transfer tax purposes (see Question 10).

Tenant Renewal

Pennsylvania law does not require a landlord to allow a commercial tenant to renew its lease.

Early Termination

A commercial tenant may not terminate its lease before the end of the lease term, unless the lease agreement expressly gives the tenant the right to do so.

7. Is the landlord required to provide the tenant with a notice before the effective date of a renewal when the lease term automatically renews?

In Pennsylvania, there is no statutory or common law requirement for a landlord to provide the tenant with notice before the effective date of a renewal when a

commercial lease agreement provides for automatic renewal of the lease. This is strictly a matter of contract between the parties.

Rent and Security Deposits

8. Are there any legal restrictions on:

- How much rent the landlord may charge?
- Whether certain operating expenses (or other additional rent) may be passed through to the tenant?

Maximum Rent

In Pennsylvania, there are no restrictions on how much rent a commercial landlord may charge. This is strictly a matter of contract between the parties.

Operating Expenses

In Pennsylvania, there are no restrictions on a landlord passing operating expenses or other additional rent through to a commercial tenant. This is viewed as a matter of contract between the parties.

9. For security deposits:

- Must the landlord maintain security deposits in a separate bank account for each tenant?
- Must a security deposit be in an interest-bearing account?
- Must the landlord pay all interest earned to the tenant or can the landlord retain a percentage of the interest earned as an administrative fee?

Commingling Permitted

Pennsylvania law does not require commercial landlords to maintain a security deposit in a separate bank account or otherwise segregate it. Typically, commercial leases in Pennsylvania do not require the landlord to hold tenant security deposits in separate accounts.

Interest-Bearing Account

There is no requirement in Pennsylvania that the landlord under a commercial lease pay interest to the tenant on its security deposit. If a commercial lease agreement expressly requires the landlord to

pay interest, the provision is enforceable. However, in Pennsylvania, this is uncommon.

Administrative Fees

In Pennsylvania, unless specifically addressed to the contrary in a commercial lease agreement, there are no legal restrictions preventing landlords from retaining administrative fees on tenant security deposits.

For more information about security deposits in Pennsylvania, see [Practice Note, Security Deposits \(Residential and Commercial Leases\) \(PA\)](#).

For more information about security deposit requirements jurisdictions, see [Security Deposit Laws \(Commercial Lease\): State Comparison Chart](#) and [Quick Compare Chart: Commercial Security Deposit Laws](#).

Transfer Taxes and Other Taxes

10. Are any state or local transfer taxes triggered when a lease is signed or in the later assignment of a lease? If so, please specify the:

- Rate for the tax and how it is calculated.
- Returns required.
- Timing for filing the returns and paying the taxes.

Execution of Lease

While Pennsylvania imposes a state realty transfer tax and permits municipalities and school districts to assess transfer taxes, leases having terms of less than 30 years are exempt from all such transfer taxes. However, a lease with a term of 30 years or more, including renewal terms, is considered a conveyance triggering the assessment of state, municipal and school district realty transfer taxes. (72 P.S. § 8101-C.)

In determining the term of a lease for transfer tax purposes, it is presumed that the tenant exercises any right to renew or extend the term of the lease if either:

- The rental during the renewed or extended term is fixed.
- A method for calculating the rent is set.

(72 P.S. § 8103-C.1.)

Assignment of Lease or Sublease

The assignment of a tenant's rights under an existing lease as well as a sublease are exempt from transfer tax, unless the tenant is released from performance under the lease by the landlord, and in certain other instances (61 Pa. Code § 91.193(b)(27)).

Termination of Lease

In some instances, the termination of a commercial lease may be subject to transfer taxes if both:

- The termination is made for more than nominal **consideration**.
- The remaining lease term is at least 30 years. When calculating the term, disregard any renewal or extension period that is:
 - optional for the tenant; and
 - subject to **fair market rent** at the time of the renewal or extension.

(72 P.S. § 8103-C.1; 61 Pa. Code § 91.193(b)(24)(v), (26); *Saturday Family LP v. Commonwealth*, 148 A.3d 931, 939 (Pa. Cmwlth. 2016).)

Rate and Calculation

Currently, the state realty transfer tax is imposed at the rate of 1% of the value of the real estate (72 P.S. § 8102-C). Municipalities and school districts assess transfer taxes at varying rates. Practitioners should check with the municipality and the school district where the property is located to determine the realty transfer taxes that will be assessed.

The value for a lease with a term of 30 years or more equals the actual monetary worth of the real estate leased. Monetary worth is determined by adjusting the assessed value of the real estate to market values of the taxing district as set by the [State Tax Equalization Board](#). If the assessment includes other real estate, then the monetary worth is adjusted accordingly. (72 P.S. § 8101-C.)

Unless the entire assessed parcel is the subject of a taxable lease, a portion of the computed value of the assessed parcel needs to be allocated to the leased portion for realty transfer tax purposes. The transfer tax regulations offer guidance on how the allocation should be made (61 Pa. Code § 91.133).

Returns

There is no tax return that needs to be filed for the realty transfer tax. However, a Statement of Value form (which can be obtained from the [Pennsylvania Department of Revenue](#) or the recorder of deeds) must be completed and submitted (72 P.S. § 8109-C).

Timing

The trigger for the realty transfer tax on a taxable lease is the execution, delivery, acceptance, or presentation of the lease or memorandum of lease for recording.

The realty transfer tax cannot be avoided by electing not to record the lease or a memorandum of lease. Unless a party to a lease is an exempt party as defined by the statute, the obligation to pay the realty transfer tax on a taxable lease is the joint and several legal duty of the landlord and the tenant. The parties customarily share equally in splitting the payment of the realty transfer taxes, but this is subject to negotiation.

Confirm any local transfer tax requirements with a title company or by contacting the applicable taxing authority or recording office.

For more information about transfer taxes in Pennsylvania, see [Practice Notes, Transfer Taxes: Overview \(PA\)](#) and [Key Considerations for Terminating Commercial Leases: Overview \(PA\): Realty Transfer Tax Liability](#).

For more information about transfer taxes across jurisdictions, see [State Transfer Tax Comparison Chart](#) and [Quick Compare Chart: State Transfer Taxes](#).

11. Are state or local transfer taxes triggered when the tenant undergoes a (direct or indirect) transfer of its ownership interests? In particular, please specify the:

- Percentage of ownership interest that triggers the taxes.
- Rates for the taxes and how they are calculated.
- Returns required.
- Timing for filing the returns and paying the taxes.

Percentage of Interests

Pennsylvania realty transfer tax can be imposed on certain entities that meet the statutory definition of an “acquired company” when there are certain changes in the ownership interest in the entity (72 P.S. § 8102-C.5).

For an owner of real estate to be an “acquired company,” it must first be a “real estate company.” A “real estate company” is an entity that either:

- Is primarily engaged in the business of holding, selling, or leasing real estate in which 90% or more of the ownership interest is held by 35 or fewer persons, and that:
 - derives 60% or more of its annual gross receipts from the ownership or disposition of real estate; or
 - holds real estate, the value of which comprises 90% or more of the value of its entire tangible asset holdings, exclusive of tangible assets that are freely transferable and actively traded on an established market.
- Has 90% or more of its ownership interest held by 35 or fewer persons and owns, as 90% or more of the fair market value of its assets, a direct or indirect interest in a real estate company.

(72 P.S. § 8101-C.)

A real estate company is an “acquired company” when there is a change in the ownership interest in the company and if:

- The change does not affect the continuity of the company and of itself.
- Together with previous changes, the change has the effect of transferring directly or indirectly 90% or more of the total ownership interest in the company within a period of three years. A transfer occurs within a period of three years of another transfer or transfers if, during the period, the transferring party provides the transferee a legally binding commitment or option, enforceable at a future date, to execute the transfer.

(72 P.S. § 8102-C.5.)

It should be noted that the definition of an “acquired company” may be different under the realty transfer tax ordinance of a local municipality (for example, Philadelphia). Best practice is to consult local municipal laws where transfer tax might apply.

Due to Pennsylvania's complex statutory and administrative tax regime, including advisory letters from the state attorney general's office, as well as significant differences between state and local applications of transfer tax liability, the parties should also consider consulting local counsel when necessary.

Returns

Within 30 days after becoming an acquired company, the company must present a [Declaration of Acquisition](#) from the [Pennsylvania Department of Revenue](#) with the recorder of each county in which it holds real estate for affixing documentary stamps and recording.

Timing

Any applicable transfer tax must be paid within 30 days after the time the tenant becomes an acquired company (61 Pa. Code § 91.113).

Confirm any local transfer tax requirements with a title company or by contacting the applicable taxing authority or recording office.

For more information about transfer taxes assessed in connection with changes in ownership by statutory real estate companies, see [Practice Note, Transfer Taxes: Overview \(PA\): Real Estate Companies](#) and [Calculating Realty Transfer Tax](#).

For more information about transfer taxes across jurisdictions, see [State Transfer Tax Comparison Chart](#) and [Quick Compare Chart: State Transfer Taxes](#).

12. Describe any state or local taxes (rental or other) that the landlord must collect from the tenant.

Some municipalities in Pennsylvania impose a local business use and occupancy tax. In Philadelphia, for example, a use and occupancy tax is imposed on a tenant's occupancy of leased space unless there is an applicable exemption. While the tenant as occupant is primarily responsible for the tax, the landlord is also responsible. The landlord should provide a right in the lease to collect any applicable local use and occupancy tax as additional rent under the lease. For more information about Philadelphia's use and occupancy tax, see [City of Philadelphia Use and Occupancy Tax](#).

Tax assessment, payment, and collection practices vary by jurisdiction. Consult with local counsel or a title company (or contact the applicable taxing authority directly) to verify these details.

Assignment, Financing, and Transfers

13. Describe any laws allowing the tenant to assign its lease, or sublease its premises, without the landlord's consent. Is a reasonableness standard implied when the lease is silent on whether the landlord's consent to an assignment or sublease may be reasonably or unreasonably withheld?

Assignment and Sublease

There is no Pennsylvania statute governing assignment and subletting rights.

Under Pennsylvania common law, a tenant has the full and unrestricted right to assign its lease or sublease part or all of the leased premises without the landlord's consent unless it is expressly prohibited by the lease (see *Kuhn v. Crown Am. Corp.*, 19 Pa. D. & C.3d 311 (Pa. Com. Pl. 1981)). A prohibition against assignment and subletting is considered a restraint on alienation which is not assumed or implied under Pennsylvania law. Any contractual restraints are strictly construed in favor of permitting the transfer. (*B. C. & H. Corp. v. Acme Markets, Inc.*, 19 Pa. D. & C.3d 419, 426-29 (Pa. Com. Pl. 1980).) For example, a prohibition against assignments will not be interpreted to also prohibit subletting.

Consent

Pennsylvania courts uphold and honor a lease provision that expressly allows the landlord to withhold consent to a proposed assignment in the landlord's sole or absolute discretion (*421 Willow Corp. v. Callowhill Ctr. Assocs.*, 2003 WL 21361362, *5 (Pa. Com. Pl. May 23, 2003)).

Whether Pennsylvania law imposes a duty on a landlord to not unreasonably withhold its consent to a proposed assignment when the lease merely requires the landlord's consent (without expressly

providing any standard by which the landlord's decision is made) is unclear (see *421 Willow Corp.*, 2003 WL 21361362, at *5).

14. If the lease does not expressly define the term “assignment” and there is no other express restriction in the lease to the contrary can the:

- Tenant's corporate ownership interests be freely transferred without the landlord's consent?
- Tenant freely place a lien on its leasehold interest, or pledge its corporate ownership interests, in connection with a financing without the landlord's consent?

Transfer of Ownership Interests

In Pennsylvania, the ownership interests of the tenant may be freely transferred without the landlord's consent and the transfer is not likely to be deemed to be an “assignment” of the lease if:

- The lease does not expressly define an “assignment” to include the transfer of some or all of the ownership interests of the tenant of the lease.
- There is no other express restriction in the lease prohibiting the transfer of the ownership interests of the tenant.

Prohibitions and restrictions on assignment are restraints on alienation and are, therefore, strictly construed in favor of permitting a transfer (see *B. C. & H. Corp.*, 19 Pa. D. & C.3d at 429). At this point, however, the issue is unresolved (see *421 Willow Corp.*, 2003 WL 21361362).

Security Lien or Pledge of Ownership Interests

A restriction on the assignment of the lease generally should not prohibit the tenant's right to pledge the ownership interests of the tenant for the same reason that it should not prohibit the outright conveyance of those ownership interests. Whether a restriction on the assignment of the lease generally limits the tenant's right to put a lien on the leasehold interest is not clear.

The Landlord and Tenant Act expressly provides that every tenant of real property may mortgage

its leasehold interest, except as otherwise limited or prohibited by the terms of the lease (68 P.S. § 250.204). Whether a general limitation or prohibition against assignment constitutes a limitation or prohibition against the tenant's mortgaging its leasehold interest within the meaning of this statute does not appear to have been decided.

15. When a lease requires a landlord's consent for an assignment and defines the term “assignment” to include a transfer of the tenant's corporate ownership interests, would an indirect transfer of the tenant's interests trigger the landlord's consent requirement?

In Pennsylvania, the indirect transfer of the tenant's ownership interest is not likely to be deemed an assignment and is not likely to trigger the landlord's consent requirement when a lease:

- Requires a landlord's consent for an assignment.
- Defines the term “assignment” to include a transfer of the tenant's ownership interests.
- Is silent on the issue of whether an indirect transfer of the tenant's ownership interests (for example, a transfer of ownership interests of the parent of the tenant) is intended to be an assignment.

Prohibitions on assignment are restraints on alienation and are, therefore, strictly construed in favor of permitting a transfer (see *B. C. & H. Corp.*, 19 Pa. D. & C.3d at 429). At this point, however, the issue is unresolved (see *421 Willow Corp.*, 2003 WL 21361362).

16. Is the tenant/assignor deemed released from future liability under the lease when the lease is silent on whether the original tenant will be released in the event of an assignment?

In Pennsylvania, a tenant/assignor is not released from future liability under the lease after assignment when the lease is silent on whether the tenant/assignee will be released in the event of assignment.

Pennsylvania commercial leases typically state that the tenant remains liable despite the landlord's consent to an assignment or subletting of the lease.

17. Describe any restrictions on the landlord's ability to transfer the real property subject to the lease. Does this transfer affect the tenant's rights or obligations?

Pennsylvania does not restrict a landlord's ability to transfer the real property that is subject to a lease unless there is an express transfer restriction in the lease.

Remedies

18. If a tenant breaches the lease:

- Are there any implied remedies available to the landlord, such as the acceleration of rent?
- Is there a limitation on the landlord's ability to exercise self-help?
- Is there a common form of an eviction proceeding and, if so, what is the typical length of time for the proceeding?
- Are there specific mechanisms for expedited remedies, such as waiver of jury trial or arbitration?
- Is the landlord required to mitigate its damages without an express obligation to do so?

Implied Remedies

A rent acceleration provision is enforceable in Pennsylvania. Depending on the terms of the lease, the landlord may have the right to accelerate all:

Base rent due for the rest of the lease term.

Additional rent to the extent that it rent can be calculated to a fixed sum.

To avoid giving the landlord a windfall, the accelerated amount should be discounted to its present value. The landlord must offset the accelerated amount with any rent it obtains from a replacement tenant (*Ferrick v. Bianchini*, 69 A.3d 642, 656 (Pa. Super. 2013)).

An award of accelerated rent may depend upon whether the tenant abandoned the premises or was evicted from the premises. If the landlord terminates the lease and evicts the tenant, the landlord is entitled to unpaid rent only through the date that the landlord obtains possession of the property.

However, if the landlord collects accelerated rent and the tenant subsequently abandons the premises, the landlord is entitled to the accelerated rent, offset by rent received from a new tenant. (*1700 Market Associates v. Common Grounds 1700 Market St.*, 314 A.3d 855 (Pa. Super. Ct. 2024).)

Self-Help

Pennsylvania law does not generally allow a landlord to use any self-help measures (measures without judicial process) to recover possession of leased premises unless the tenant voluntarily abandons the premises. Examples of prohibited self-help measures include changing the locks, shutting off utilities, and allowing the premises to become unusable. (*Lenair v. Campbell*, 31 Pa. D. & C.3d 237, 240-42 (Pa. Com. Pl. 1984).)

Eviction Proceeding

Eviction is the summary process provided under the Pennsylvania Landlord and Tenant Act of 1951 (Landlord-Tenant Act) enabling a landlord to regain possession of leased premises from a tenant (68 P.S. §§ 250.101 to 250.603). An eviction action must be brought in the local magisterial district court or Philadelphia Municipal Court depending on the location of the premises.

For more information on eviction actions, see [Practice Notes, Eviction Procedures Outside Philadelphia \(PA\)](#) and [Eviction Procedures in Philadelphia \(PA\)](#).

Expedited Remedies

The procedure for summary possession provided by the Landlord-Tenant Act is considered an expedited remedy (see Question 18: Eviction Proceeding).

Confessions of judgment can be and frequently are used in commercial leases. Confessions of judgment clauses provide a warrant of attorney that allows the landlord to unilaterally confess judgment against the non-residential tenant without any previous notice or hearing. Typically, the landlord is permitted to confess judgment against the tenant only after an event of default under the lease. A lease may have a confession of judgment clause for:

- Money damages.
- Ejectment to obtain possession of the leased premises.

(231 Pa. Code § 2970.)

However, a landlord cannot enter judgment for both possession of the premises and all monies that would otherwise be due for the remainder of the term. (*Homart Dev. Co. v. Sgrenci*, 662 A.2d 1092 (Pa. Super. 1995).)

An express waiver of a right to a jury trial is generally enforceable in Pennsylvania.

Arbitration clauses are enforceable in Pennsylvania but may or may not be effective to expedite the proceedings.

Mitigation of Damages

The Pennsylvania Supreme Court held that the landlord of a commercial lease (that provided no express contractual obligation on the landlord to mitigate its damages) is not required to mitigate its damages where the tenant has abandoned the premises (*Stonehedge Square Ltd. P'ship v. Movie Merchs., Inc.*, 715 A.2d 1082, 1084 (Pa. 1998)).

For more information about mitigation of damages across jurisdictions, see [Commercial Landlord's Duty to Mitigate: State Comparison Chart](#) and Quick Compare Chart: Commercial Landlord's Duty to Mitigate.

For more information on the rights and remedies of commercial landlords and tenants in Pennsylvania, see [Practice Notes, Landlord's Rights and Remedies \(Commercial Lease\) \(PA\)](#) and [Tenant's Rights and Remedies \(Commercial Lease\) \(PA\)](#).

Automatic Termination of a Lease in a Foreclosure Action

19. When a landlord's lender forecloses on its lien recorded against the landlord's property, would the lease interest that is subordinated to the lender's lien automatically terminate? If so, how do the parties avoid automatic termination of subordinated lease interests?

In Pennsylvania, foreclosure of the mortgage does not divest the lease and the purchaser at the sheriff's sale takes subject to the lease, if all of the following are true:

- The lease precedes the mortgage in time.
- The tenant is in possession when the mortgage is given.
- The lease has not yet expired.

(*Peoples-Pittsburgh Trust Co. v. Henshaw*, 15 A.2d 711, 714 (Pa. Super. 1940).)

Conversely, if the lease is entered into after the mortgage, foreclosure extinguishes the lease and the purchaser at the sheriff's sale takes free of the lease unless the purchaser affirms it (for example, by accepting rent) (*Curry v. Bacharach Quality Shops, Inc.*, 117 A. 435, 437 (Pa. 1921)). The tenant (or any other person found in possession of the property) must be served with a copy of the foreclosure complaint but does not become a party to the action (Pa.R.Civ.P. 410(b)(1), (3)).

Electronic Signatures, Recording, and Notarization Laws

20. Has your state adopted laws permitting electronic signatures, electronic recording, and remote notarization? In particular, include information on whether:

- The Uniform Electronic Transactions Act (UETA) or another law giving electronic signatures legal effect has been adopted.
- The Uniform Real Property Electronic Recording Act (URPERA) or another law permitting the recording of electronic signatures has been adopted.
- The Revised Uniform Law on Notarial Acts (RULONA) or another law permitting remote online notarization (RON) has been permanently adopted and/or temporary remote online notarization is permitted on an emergency basis due to the coronavirus pandemic.

Despite Pennsylvania's adoption of the applicable electronic laws referred to below, the transaction parties or recording offices may not be required to accept documents executed or notarized electronically. Before relying on any of the below electronic laws for a particular transaction, counsel should confirm (as applicable) that:

- All parties to the transaction agree to accept electronic signatures and/or remotely notarized documents and intend to be bound by them.
- The applicable recording office accepts electronic signatures and remotely notarized documents for recording.

Electronic Signatures

Pennsylvania has adopted the UETA (73 P.S. §§ 2260.301 to 2260.312).

Electronic Recording

Pennsylvania has adopted the URPERA (21 P.S. §§ 483.1 to 483.9).

Remote Online Notarization

Pennsylvania has adopted RON (57 Pa. C.S.A. §§ 301 to 331).

There may be specific requirements for performing RON. Reference should be made to the statute, any applicable emergency orders, and any rules promulgated by the secretary of state or other state authority to understand all RON requirements and conditions.

For a state-by-state chart covering key provisions of RON laws, emergency orders permitting RON during the COVID-19 pandemic, and pending electronic recording and RON laws, see [Electronic Signatures, Recording, and Notarization Laws for Real Estate Transactions: State Comparison Chart](#). To view and customize comparison charts on electronic signatures, recording, and notarization laws across states, see [Quick Compare Chart, State Laws on Electronic Signatures, Electronic Recording, and Remote Notarization](#).

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