

such political subdivisions, subject, however, to the following conditions:

(1) A school zone shall be a distance not exceeding one hundred (100) feet from the nearest boundary of the school grounds in any direction.

(2) No such warning figure shall be left in place on any highway, except for the period beginning one (1) hour before school convenes and ending one (1) hour after school adjourns.

(3) No such warning figure shall be placed on any highway in conflict with any rule or regulation adopted and promulgated by the Secretary of Highways under section 1105 of this act.

(4) The Secretary of Highways with reference to State highways and local authorities in counties, cities, boroughs, incorporated towns and townships with respect to highways under their jurisdiction, may, in their discretion, determine the proper placing and location of such warning figures.

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APPROVED—The 3rd day of May, A. D. 1968.

RAYMOND P. SHAFER

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No. 56

AN ACT

HB 1662

Amending the act of April 6, 1951 (P. L. 69), entitled "An act relating to the rights, obligations and liabilities of landlord and tenant and of parties dealing with them and amending, revising, changing and consolidating the law relating thereto," providing for the recovery of certain improperly held escrow funds.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. The act of April 6, 1951 (P. L. 69), known as "The Landlord and Tenant Act of 1951," is amended by adding after section 511 a new section to read:

Section 512. Recovery of Improperly Held Escrow Funds.—(a) Every landlord shall within thirty days of termination of a lease or upon surrender and acceptance of the leasehold premises, whichever first occurs, provide a tenant with a written list of any damages to the leasehold premises for which the landlord claims the tenant is liable. Delivery of the list shall be accompanied by payment of the

difference between any sum deposited in escrow for the payment of damages to the leasehold premises and the actual amount of damages to the leasehold premises caused by the tenant. Nothing in this section shall preclude the landlord from refusing to return the escrow fund for nonpayment of rent or for the breach of any other condition in the lease by the tenant.

(b) Any landlord who fails to provide a written list within thirty days as required in subsection (a), above, shall forfeit all rights to withhold any portion of sums held in escrow or to bring suit against the tenant for damages to the leasehold premises.

(c) If the landlord fails to pay the tenant the difference between the sum deposited and the actual damages to the leasehold premises caused by the tenant within thirty days after termination of the lease or surrender and acceptance of the leasehold premises, whichever first occurs, the landlord shall be liable in assumpsit to double the amount by which the sum deposited in escrow exceeds the actual damages to the leasehold premises caused by the tenant as determined by any court of record or court not of record having jurisdiction in civil actions at law. The burden of proof of actual damages caused by the tenant to the leasehold premises shall be on the landlord.

(d) Any attempted waiver of this section by a tenant by contract or otherwise shall be void and unenforceable.

(e) Failure of the tenant to provide the landlord with his new address in writing upon termination of the lease or upon surrender and acceptance of the leasehold premises shall relieve the landlord from any liability under this section.

(f) This section shall apply only to residential leaseholds and not to commercial leaseholds.

APPROVED—The 3rd day of May, A. D. 1968.

RAYMOND P. SHAFER