

Rule 1008*(D). Landlord Tenant Appeals.

(1) In cases where the tenant in possession of real property under a residential lease desires to appeal from a judgment for the possession of the said real property entered by a Magisterial District Judge, and the Court of Common Pleas finds by informal application to the court administrator, and after a hearing if deemed necessary by the Court, that the tenant is unable to file a bond with surety as required by Rule 1008(B), and that the said petition is self-sustaining with respect to grounds for appeal, such tenant shall be petitioned with respect to grounds on appeal, such tenant shall be permitted to deposit rental payments coming due during the proceedings on appeal in an interest-bearing escrow account of an institution regulated by the Federal Reserve Board, the Federal Home Loan Bank Board, Comptroller of the Currency, the Federal Deposit Insurance Commission or the Pennsylvania Department of Banking, in the joint names of the landlord and tenant, or their counsel.

(2) If a tenant does not desire to file a bond with surety as required by Rule 1008(B), the Court may, upon petition and rule, and after a hearing if deemed necessary by the Court, permit deposit of rental payments in the manner described in subsection *(D)(1) hereof, but in such case the payment of the equivalent of one additional month's rent shall also be placed in the escrow account.

(3) If the Court orders deposit of rental payments in escrow as set forth in subsection *(D)(1) or *(D)(2) of the rule, such order shall act as a supersedeas consistent with Rule 1008(B).

(4) Upon motion by the landlord, accompanied by proof of service thereof upon the tenant 10 days prior thereto and accompanied by a copy of the escrow account passbook, the Court may dissolve the supersedeas if the passbook discloses that a monthly rental payment was not deposited in escrow within 10 days after the date the rental payment became due.

(5) No withdrawals shall be permitted from any such escrow account except upon Court order or stipulation of the parties.

(6) At the conclusion of the said proceedings, such deposits shall be applied to the payment of any judgment, including costs and interest, against the tenant rendered on appeal, and the balance, if any, shall be returned to the tenant.

(7) If the amount of the rent was at issue before the Magisterial District Judge, the amount of the rent to be paid pursuant to subsection *(D)(1) or *(D)(2) hereof shall

be as found by the Magisterial District Judge, unless the Court should find a different amount to be the appropriate amount.

(8) In the event that damages were an issue before the Magisterial District Judge, the Court, on application by the landlord, may require additional cash security to be paid into the said escrow account by the tenant to cover any such potential or actual damages.

(9) The landlord may have the rental payments paid directly to him by stipulation of the parties or by order of the Court, should the Court determine upon informal application to the court administrator and after a hearing if deemed necessary by the Court, that the purpose is to effect any repairs or improvements about which the tenant may have complained at the hearing before the District Justice, or that the landlord's financial status is such that his receipt of the ongoing rental payments during the proceedings on appeal is reasonably necessary in order for him to meet his financial obligations.