[J-62-2019]
IN THE SUPREME COURT OF PENNSYLVANIA
WESTERN DISTRICT

SAYLOR, C.J., BAER, TODD, DONOHUE, DOUGHERTY, WECHT, MUNDY, JJ.

NISSIM ASSOULINE,	:	No. 5 WAP 2019
	:	
Appellee	:	Appeal from the Order of the Superior
	:	Court entered March 9, 2018 at No.
	:	674 WDA 2017, affirming the Order of
v.	:	the Court of Common Pleas of
	:	Allegheny County, Civil Division,
	:	entered May 2, 2017 at LT No. 17-
JACQUELINE REYNOLDS AND	:	000259.
CHARLES REYNOLDS,	:	
	:	SUBMITTED: July 8, 2019
Appellants	:	

OPINION

JUSTICE TODD **DECIDED: NOVEMBER 20, 2019**

In this discretionary appeal, we address whether a magisterial district court had jurisdiction over a case proceeding under the Landlord and Tenant Act,[1] where the plaintiff was the purchaser of a property at a sheriff's sale and the defendants were the property's former owners who refused to leave, but where the parties did not have a landlord-tenant relationship. We conclude the court did not have jurisdiction, and so reverse and remand.

Appellants Jacqueline and Charles Reynolds were the owners and occupants of residential property in Bethel Park, Pennsylvania. After they failed to pay real estate taxes on the property for many years, Appellee Nissim Assouline purchased the property at a sheriff's sale in 2015. Although the Reynoldses filed a petition to set aside the sheriff's sale, the petition was denied, and that determination was upheld on appeal. *See Bethel*

[1] Act of April 6, 1951, P.L. 69, art. I, § 101, as amended 68 P.S. §§ 250.101 *et seq.*

Park School District v. Reynolds, 2016 WL 3196682 (Pa. Cmwlth. filed June 9, 2016), *appeal denied*, *Bethel Park School District v. Reynolds*, 164 A.3d 454 (Pa. 2016) (order), *cert. denied*, *Reynolds v. Bethel Park School District*, 138 S. Ct. 109 (2017).

Although, as we discuss below, there was not a landlord-tenant relationship between the parties, on February 1, 2017, Assouline filed an action, on a standard landlord/tenant complaint form,[2] with a magisterial district judge ("MDJ") in Bethel Park, seeking unpaid "rent" of $12,000 and possession of the property. Two weeks later, on February 15, 2017, the MDJ ruled in favor of Assouline, on a form denominated "NOTICE OF JUDGMENT/TRANSCRIPT Residential Lease," granting Assouline possession of the property, as well as a judgment in the amount of $12,202.85, representing $12,000.00 for "rent in arrears" and $202.85 for filing fees.

Thereafter, the Reynoldses filed a praecipe for writ of *certiorari* with the Court of Common Pleas of Allegheny County; in that court, they filed a specification of errors, alleging that the MDJ lacked subject matter jurisdiction to resolve the dispute. They averred that there was no lease agreement between the parties, that Assouline was not a landlord, and that, therefore, the MDJ lacked jurisdiction to entertain an eviction proceeding. The Reynoldses did not specifically challenge the award of monetary relief, but explicitly requested that the trial court strike the order of possession. For his part, in his response to the specification of errors, Assouline admitted the Reynoldses' averments that there was no lease agreement and that he was not a landlord.

In a single-page order dated May 2, 2017, the trial court denied relief. The court recognized that there "appears to be no contention" that there was a landlord-tenant relationship between the parties. Trial Court Order, 5/2/2017. Nevertheless, the court

[2] Pa.R.C.P.M.D.J. 503.

concluded that "whether characterized technically as a landlord/tenant case, trespass case, or simple civil claim wherein the sum demanded does not exceed $12,000.00,[3] the [MDJ] was not without jurisdiction to enter the February 15, 2017 judgment for [Assouline]." *Id*.

The Reynoldses appealed to the Superior Court, again challenging the MDJ's jurisdiction over the matter. In response, Assouline argued that the MDJ had jurisdiction as a matter arising under the Landlord and Tenant Act, or as an action in trespass. The Superior Court affirmed. *Assouline v. Reynolds*, 184 A.3d 970 (Pa. Super. 2018).

The Superior Court, like the trial court, recognized that the parties "did not have a formal landlord/tenant agreement"[4] – indeed, Assouline conceded to the court that "[t]here exists no landlord tenant relationship between the parties."[5] Nonetheless, the court determined that the MDJ had jurisdiction over the proceedings under 42 Pa.C.S. § 1515(a)(2), which grants MDJs jurisdiction over "[m]atters arising under" the Landlord and Tenant Act. The court's reasoning in this regard was based upon several disparate observations. First, the court noted that, under the Act, "any person who acquires title to real property by descent or purchase shall be liable to the same duties and shall have the same rights, powers and remedies in relation to the property as the person from whom title was acquired." *Assouline*, 184 A.3d at 973 (quoting 68 P.S. § 250.104). Second, it observed that, also under the Act, "[i]n the case of a tenant whose right of possession is not paramount to that of the purchaser at a sheriff's or other judicial sale, the latter shall have the right as a landlord to collect by assumpsit or to distrain for rent from the date of

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[3] In civil actions in magisterial district courts, the amount in controversy must be $12,000 or less. 42 Pa.C.S. § 1515(a)(3).

[4] *Assouline*, 184 A.3d at 973.

[5] *See* Appellee's Brief in *Assouline*, *supra*, at 4.

the acknowledgment of his deed." *Id.* (quoting 68 P.S. § 250.304). Third, the court opined that, even without a lease agreement, unjust enrichment was an available remedy under the circumstances. Finally, the court recounted the generic precept that an ejectment action is a possessory action only, and, thus, can succeed only when the plaintiff is out of possession. *Id.* (quoting *Croyle v. Dellape*, 832 A.2d 466, 476 (Pa. Super. 2003)).

Without explaining how these principles combined into a coherent whole, the court reasoned that, "[t]aking all of these legal concepts together," they led to the conclusion that the MDJ had jurisdiction under the Act:

> [I]t was previously determined that Assouline has proper title over the subject property. Thus, he has the right to possession. Furthermore, [the Reynoldses] were unjustly enriched when they continued living at the residence in question without any compensation to Assouline. Hence, there was a contract implied in fact and Assouline was permitted to file an action for ejectment and rental arrears in the magisterial district court, in the same way a landlord would seek recovery.

Id. at 974.

Next, noting, in the alternative, that MDJs have jurisdiction over civil claims up to $12,000 under 42 Pa.C.S. § 1515(a)(3), and that a trespass action provides a remedy for a landowner upon whose property one intentionally remains, *id.* (quoting Restatement (Second) of Torts § 158), the court determined that the MDJ in this case had jurisdiction on this basis as well, because "Appellants remained on the land that was held in possession of another." *Id*. Thus, in summing up, the court stated that the MDJ had jurisdiction "over this trespass action where the civil claim did not exceed $12,000.00 and Assouline was entitled to rent in arrears based upon unjust enrichment and a contract implied in law." *Id.*

The Reynoldses sought further review from this Court, which we granted to address the following issue: "Whether the Superior Court erred in determining that the

magisterial district court had subject matter jurisdiction where the Appellee filed a landlord tenant action but there was no landlord and no lease." *Assouline v. Reynolds*, 201 A.3d 152 (Pa. 2019) (order).

Before us, the Reynoldses renew their contention that the MDJ lacked jurisdiction over this matter under the Landlord and Tenant Act, "where there was no landlord and no lease." Appellants' Brief at 4. Thus, they assert, the averments required for a landlord-tenant complaint were unsustainable. *Id.* at 14 (citing Pa.R.C.P.M.D.J. 503(C), which requires, *inter alia*, that the "plaintiff is the landlord" of the property and that the plaintiff "leased or rented the property to the defendant").

The Reynoldses criticize the Superior Court's reliance on 68 P.S. § 250.104, noting that that section merely assigns to new owners of property the identical rights and duties of the former owners; it does not, in their view, suggest that, after a property is sold at a sheriff's sale (or otherwise), "the relationship between the purchaser and the seller of the property is somehow transformed into that of landlord and tenant." *Id.* at 5. They argue that the Superior Court's reference to 68 P.S. § 250.304 is likewise troubling. They assert this section "simply clarifies" that, where a property which the prior owner/landlord had leased to a tenant is sold, the purchaser becomes the new landlord. *Id.* at 7. They emphasize that, herein, there never existed a landlord-tenant relationship between the parties, and, thus, that Section 250.304, like Section 250.104, is "completely irrelevant." *Id.* at 8. In doing so, the Reynoldses contend the Superior Court has broadened the scope of the Landlord and Tenant Act to "allow plaintiffs who are not landlords to seek and obtain possessory relief against defendants who are not tenants," *id.* at 9, a new proceeding they assert is contrary to the Act, *id.* at 8-9 (discussing 68 P.S. § 250.103, which states that the Act is not intended to, *inter alia*, affect laws "[p]rescribing special

proceedings for the obtaining of possession of real property purchased at tax or judicial sales").

They likewise reject the Superior Court's suggestion that an unjust enrichment theory supported the MDJ's jurisdiction, arguing that MDJs are not permitted under 42 Pa.C.S. § 1515 to hear equitable actions, and that equitable remedies are not available under the Act. *Id.* at 10 (citing Pa.R.C.P.M.D.J. 503(C) (setting forth the requisites of a landlord-tenant complaint) and 514 (setting forth allowable costs and damages in landlord-tenant actions)). They additionally submit that Assouline did not assert a claim for unjust enrichment in his landlord and tenant complaint, and that the record lacks any evidence supporting such a claim, suggesting that it could be supported only with evidence that the Reynoldses' continued possession of the house affected its purchase price. *Id.* at 16.

As to the Superior Court's conclusion that the MDJs had jurisdiction over Assouline's complaint as a trespass action, the Reynoldses argue that an action in trespass cannot be brought before an MDJ under the Landlord and Tenant Act. They do not, however, address that court's apparent alternative determination that Assouline's action, viewed as a trespass action, gave the MDJ jurisdiction *independent* of the Landlord and Tenant Act.

The Pennsylvania Legal Aid Network ("PLAN"), through its Housing Law Group and Homeownership and Consumer Rights Law Group, filed an *amicus* brief on behalf of the Reynoldses. PLAN asserts that the parties' relationship had none of the elements of a landlord-tenant relationship, noting that the Reynoldses never occupied the property with Assouline's permission, never acknowledged his title to the property, and never paid any rent or provided any other benefit to him. In the absence of such indicia, PLAN contends that the Superior Court clearly erred in concluding the MDJ had jurisdiction over

the matter under the Landlord and Tenant Act. Indeed, it views the lower court's holding as a "radically unwise" expansion of the jurisdiction of magisterial district courts, which "place[s] the possessory rights of a vastly larger range of non-tenant litigants at risk." PLAN's Brief at 4-5. With respect to the Superior Court's alternative conclusion that the MDJ had jurisdiction over the matter as a trespass action, PLAN submits that trespass actions permit the recovery of monetary damages, not the equitable relief of possession, which is available only in ejectment actions. In that regard, PLAN observes that notably absent from the grant of jurisdiction in 42 Pa.C.S. § 1515(a)(3) is any mention of equitable actions, only assumpsit and trespass. It insists that, outside of the strictures of the Landlord and Tenant Act, MDJs have never been granted jurisdiction over ejectment-type actions.

Assouline has not filed a responsive brief. By letter to our Prothonotary, his counsel indicated that Assouline "does not want our firm to continue with this matter." Letter from Wayne M. Chiurazzi, 5/24/2019. Nevertheless, we will decide this matter on the papers before us.

The assessment of "whether a court has subject matter jurisdiction inquires into the competency of the court to determine controversies of the general class to which the case presented for consideration belongs." *Beneficial Consumer Disc. Co. v. Vukman*, 77 A.3d 547, 550 (Pa. 2013) (internal quotation marks omitted). Because this presents a pure question of law, our standard of review is *de novo*, and our scope of review is plenary. *Id*.

While the judicial power of magisterial district courts is recognized in the Constitution, *see* Pa. Const. art. V, § 1, their jurisdiction is a matter of statute, and so they enjoy only those powers prescribed by the legislature, *see* Pa. Const. art. V, § 7. The

legislature has set forth the scope of that jurisdiction in 42 Pa.C.S. § 1515, which provides, as relevant to the within case:

> **(a) Jurisdiction.**--Except as otherwise prescribed by general rule adopted pursuant to section 503 (relating to reassignment of matters), magisterial district judges shall, under procedures prescribed by general rule, have jurisdiction of all of the following matters:
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> * * *
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> (2) Matters arising under the act of April 6, 1951 (P.L. 69, No. 20), known as The Landlord and Tenant Act of 1951, which are stated therein to be within the jurisdiction of a magisterial district judge.
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> (3) Civil claims, except claims against a Commonwealth party as defined by section 8501 (relating to definitions), wherein the sum demanded does not exceed $12,000, exclusive of interest and costs, in the following classes of actions:
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> (i) In assumpsit, except cases of real contract where the title to real estate may be in question.
>
> (ii) In trespass, including all forms of trespass and trespass on the case.
>
> (iii) For fines and penalties by any government agency.
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> A plaintiff may waive a portion of his claim of more than $12,000 so as to bring the matter within the monetary jurisdiction of a magisterial district judge. Such waiver shall be revoked automatically if the defendant appeals the final order of the magisterial district judge or when the judgment is set aside upon certiorari.
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> * * *

42 Pa.C.S. § 1515(a) (footnote omitted).

As noted above, the Superior Court determined that the MDJ herein had jurisdiction over this matter either as an action under the Landlord and Tenant Act, or as an action in trespass. Accordingly, we review each of these contentions.

The Landlord and Tenant Act is a comprehensive regulatory scheme governing the landlord and tenant relationship. *Stonehedge Square Ltd. P'ship v. Movie Merchants,*

Inc., 715 A.2d 1082, 1085 (Pa. 1998). While the Act does not define "landlord" or "tenant," nor explicitly state that it applies only to landlords and tenants, a review of the Act leads to that conclusion. The Act, *inter alia*, defines the oral and written necessities of leases, 68 P.S. §§ 250.201 to 250.203; sets forth a landlord's right to recover rent by assumpsit or distress, *id.* §§ 250.301 to 250.313; establishes the essential prerequisite that a landlord seeking to repossess real property provide the tenant with a notice to quit, *id.* § 250.501; addresses issues of service and summons on the tenant, *id.* § 250.502; sets forth hearing requirements, *id.* § 250.503; and allows for judgments to include an order that the property be delivered up to the landlord, for damages and rent, and for the issuance of a writ of possession, *id.* In short, the Act governs the rights and duties of *landlords* and *tenants*. Thus, it is plain to us that the jurisdictional grant in 42 Pa.C.S. § 1515(a)(2) over "[m]atters arising under" the Act confines MDJs to matters arising between landlords and tenants.[6]

By contrast, in this case, it is undisputed that the parties did not have a landlord-tenant relationship.[7] The Reynoldses were the prior owners of the property in question, and Assouline purchased the property at a tax sale. Although the filing before the MDJ was denominated as a "Landlord/Tenant Complaint," at no time were the parties landlord

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[6] Such proceedings are governed by Pa.R.C.P.M.D.J. 501 thru 582, entitled "Actions for the Recovery of Possession of Real Property." Notably, these rules define "action" as an "action by a landlord against a tenant for the recovery of possession of real property brought before a magisterial district judge." Pa.R.C.P.M.D.J. 501.

[7] It is unclear from the record whether the Reynoldses raised the issue of jurisdiction before the MDJ. Nevertheless, as noted, they raised the issue in the *de novo* proceedings before the court of common pleas and, regardless, the question of whether "a court has subject matter jurisdiction over a dispute is a fundamental issue of law which may be raised at any time in the course of the proceedings, including by a reviewing court sua sponte." *Com., Office of Atty. Gen. ex rel. Corbett v. Locust Twp.*, 968 A.2d 1263, 1269 (Pa. 2009) (internal quotation marks omitted).

and tenants. Indeed, essential elements of a landlord-tenant relationship – that the landlord consents to the tenant's possession, that the landlord subordinates his title to that of the tenant, and that the tenant's exclusive possession and control of the property is pursuant to an express or implied contract[8] – are utterly absent herein. We find nothing in the Act to suggest it applies where the parties' sole connection is that one party purchased the property at a tax sale and seeks to oust the other party who was the property's former owner. Indeed, among other proscriptions, the Act states that it shall not be "construed to include or in any manner repeal or modify any existing law . . . [p]rescribing special proceedings for the obtaining of possession of real property purchased at tax or judicial sales and providing for and defining the rights, remedies, duties and liabilities of such purchasers and tenants affected thereby." 68 P.S. § 250.103(9).

Thus, we conclude the MDJ did not have jurisdiction over the matter as one arising under the Landlord and Tenant Act, and we are unpersuaded by the Superior Court's reasoning to the contrary. First, the court's reliance on 68 P.S. § 250.104 is misplaced. That section, which provides that "[a]ny person who acquires title to real property by descent or purchase shall be liable to the same duties and shall have the same rights, powers and remedies in relation to the property as the person from whom title was acquired," cannot be read to create a landlord-tenant relationship that did not theretofore exist. Likewise, Section 250.304 of the Act, also relied on by the Superior Court, does not create landlord-tenant relationships, but merely authorizes a purchaser at a sheriff's or other judicial sale to step into the shoes of the landlord/former-owner and collect rent accordingly. *See id.* § 250.304 ("In the case of a *tenant* whose right of possession is not

[8] *See In re Wilson's Estate*, 37 A.2d 709, 710-11 (Pa. 1944); *Mirizio v. Joseph*, 4 A.3d 1073, 1089 (Pa. Super. 2010).

paramount to that of *the purchaser* at a sheriff's or other judicial sale, the latter *shall have the right as a landlord* to collect by assumpsit or to distrain for rent from the date of the acknowledgment of his deed . . . ." (emphasis added)). Finally, while the court reasoned that actions in unjust enrichment and ejectment were available to Assouline, the court did not explain, nor do we perceive, how such actions arise under the Landlord and Tenant Act. There is no mention of unjust enrichment in the Act, and actions in ejectment must be brought in the courts of common pleas. *See infra* note 13.

Nevertheless, in determining matters of jurisdiction, we recognize we should look "to the substance rather than the form of the complaint." *Mercury Trucking, Inc. v. Pennsylvania Public Utility Commission*, 55 A.3d 1056, 1078 (Pa. 2012) (quoting *Stackhouse v. Commonwealth*, 832 A.2d 1004, 1009 (Pa. 2003)). That is, where a complaint can support multiple causes of action, for which a court has jurisdiction over only a subset, we must look to the "core" of the complaint to determine whether jurisdiction exists. *See Stackhouse,* 832 A.2d at 1009 (although complaint naming state-wide officers involved both money damages and claims for declaratory and injunctive relief, core of complaint was action in trespass, and thus court of common pleas, and not Commonwealth Court, had jurisdiction).

In this regard, the Superior Court determined that the MDJ herein additionally had jurisdiction over Assouline's action under 42 Pa.C.S. § 1515(a)(3), perceiving it to be (also) a trespass action seeking damages of $12,000. *See* 42 Pa.C.S. § 1515(a)(3) (giving MDJs jurisdiction over civil claims, including actions in trespass, wherein the sum demanded does not exceed $12,000). Even given our charge to look to the substance, and not the form, of a complaint in assessing jurisdiction, we have great difficulty viewing Assouline's action as anything but an asserted landlord-tenant claim.

First, as noted, Assouline utilized the standard "Landlord/Tenant Complaint" form provided by this Court.[9] On that form, Assouline declared he was the landlord of the property, and that the Reynoldses had breached the terms of a lease. Next to the "Lease is" entry, he checked the box marked "Residential." He also checked the box indicating that a "[n]otice to quit was given in accordance with law,"[10] indicated that "rent" of $12,000 "remain[ed] due and unpaid," and requested possession of the premises. There is no mention of trespass. Acting on the complaint, the MDJ sent to the Reynoldses a "Recovery of Real Property Hearing Notice" which, in setting forth the time and place for a hearing, listed a variety of landlord-tenant provisos, including that "[a] landlord/tenant complaint has been filed against you for the recovery of possession of real property." Recovery of Real Property Hearing Notice, 2/1/2017, at 1. After the hearing, the MDJ issued his judgment in favor of Assouline on a standard "NOTICE OF JUDGMENT/TRANSCRIPT Residential Lease" form, granting "Rent in arrears" of $12,000.[11] Notice of Judgment, 2/15/2017, at 1. Moreover, in notifying the Reynoldses of their appellate rights, the form specified a 10-day appeal for actions involving a residential lease. *Id.* at 2. Notably, while the appeal period for appealing judgments of MDJs is otherwise 30 days, Pa.R.C.P.M.D.J. 1002(A), the period is shortened to 10 days for parties aggrieved by a judgment ordering possession of real property arising out of a residential lease, *id.* 1002(B). Finally, the judgment indicated that, in order to obtain a

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[9] The form was substantially the same as the form provided on this Court's website. *See* http://www.pacourts.us/assets/files/setting-901/file-71.pdf?cb=a98df5; see *also* Pa.R.C.P.M.D.J. 503(A) ("The complaint shall be made in writing on a form which shall be prescribed by the State Court Administrator.").

[10] *See* 68 P.S. § 250.501, "Notice to quit."

[11] Pa.R.C.P.M.D.J. 514(A) requires, *inter alia*, magistrates to enter judgment "by separate entries" for any rent due, any damages for unjust detention, any damages for damage to the leasehold premises, and costs of the proceeding.

supersedeas on appeal, the appellant was required to deposit with the prothonotary the lesser of three month's rent, or the actual rent due in arrears. Notice of Judgment, 2/15/2017, at 2; *see* 68 P.S. § 250.513(a); Pa.R.C.P.M.D.J. 1008(B).

Given this landscape, and even though the underlying facts did not support the averments in the complaint, we come to the unmistakable conclusion that, fundamentally, in both form and substance, this matter proceeded as a landlord-tenant action regarding a putative residential lease.[12] Indeed, the only feature of the complaint that might be viewed as suggesting it was other than a landlord-tenant action is that the "rent" sought was $12,000, the damages threshold for civil actions before MDJs. Accordingly, we find the Superior Court erred in determining this action was, in essence, or also, a trespass action.[13] *Cf. Miles v. Beard*, 847 A.2d 161 (Pa. Cmwlth. 2004) (court did not have original

[12] At first blush, this statement may appear to be in tension with our earlier conclusion that the MDJ lacked jurisdiction over the matter as one proceeding under the Landlord and Tenant Act. Yet, here, for the reasons we have discussed, the jurisdiction of the MDJ depended upon both the subject matter of the complaint – a landlord-tenant action under the Act – and the status of the individual litigants – whether they were, in fact, landlord and tenants. Once it was determined that Assouline and the Reynoldses were not, in fact, landlord and tenants, the jurisdiction of the MDJ ceased. As noted above, it is unclear from the record whether those facts surfaced before the MDJ. *See supra* note 7. Regardless, the pleadings in the form complaint, and the MDJ's response thereto, manifest a landlord-tenant action.

[13] While the Superior Court concluded that Assouline was positioned to seek trespass damages, *see* Restatement (Second) of Torts § 158 ("One is subject to liability to another for trespass, irrespective of whether he thereby causes harm to any legally protected interest of the other, if he intentionally . . . (b) remains on the land . . . ."), we note that, in his action, Assouline also sought *possession* of the property. Outside of the landlord-tenant context, however, an action in ejectment is the appropriate vehicle for those dispossessed of property to seek possession of it, *Siskos v. Britz*, 790 A.2d 1000, 1006 (Pa. 2002) ("Ejectment is an action filed by a plaintiff who does not possess the land but has the right to possess it, against a defendant who has actual possession."), and jurisdiction to hear and determine ejectment actions is vested in the courts of common pleas. *Bannard v. New York State Natural Gas Corp.*, 172 A.2d 306, 309 (Pa. 1961); *see generally* 42 Pa.C.S. § 931 (unless otherwise specified by statute or rule, "the courts of common pleas shall have unlimited original jurisdiction of all actions and proceedings").

jurisdiction over action in which inmate requested money damages for civil rights violations, even though inmate also sought declaratory and injunctive relief, where inmate did not even attempt to separate the causes of action by denominating specific counts in his complaint). As a result, we must conclude the Superior Court erred in finding that the MDJ had jurisdiction over this matter on this basis.

Normally, when we determine that a lower court lacked jurisdiction over a matter, the appropriate remedy is to remand so that it can be transferred to the appropriate tribunal. *See* Pa.R.A.P. 751(a) ("If an appeal or other matter is taken to or brought in a court or magisterial district which does not have jurisdiction of the appeal or other matter, the court or magisterial district judge shall not quash such appeal or dismiss the matter, but shall transfer the record thereof to the proper court of this Commonwealth . . . ."); 42 Pa.C.S. § 5103(a) (same). However, we find that to be impossible here, given Assouline's tortured and ill-fated attempt to plead this matter as a landlord-tenant action. *Cf. Smock v. Commonwealth,* 436 A.2d 615 (Pa. 1981) (plurality) (refusing to transfer matter, in the interest of judicial economy, concluding there were no circumstances under which relief could be granted). Rather, we reverse the order, and remand to the MDJ with instructions to dismiss the matter, without prejudice to any rights Assouline may have to bring an ejectment or other action, appropriately framed.

Order reversed, and case remanded with instructions.

Chief Justice Saylor and Justices Baer, Donohue, Dougherty, Wecht and Mundy join the opinion.