

Residential Lease Agreement



THE LANDLORD ASSOCIATION OF PENNSYLVANIA

CAUTION: Consult a lawyer before using or acting under this form. The publisher of this form makes no warranty of its fitness for any particular purpose.

1. PARTIES

This lease is made on _____, 200____ between
the landlord: _____ address: _____
and the tenants: _____

2. PROPERTY

The landlord agrees to rent to the tenant the property described as: _____
_____ located in _____ Pennsylvania.

3. CONDITIONS

a.) The rent for the property is \$_____ per month. The tenant must pay the rent on the _____ day of the month and deliver it to the landlord at the above address.

b.) If the tenant fails to pay the rent on the due date, the landlord may end this lease. If the rent is more than _____ days late, the tenant must pay a late fee of \$_____ and then another \$_____ for each additional day that the rent is late. The late fees specified are reasonable estimations of the losses the landlord will suffer as a result of late payment of rent.

c.) List of utilities or other charges the landlord or tenant will pay:

	<u>Landlord</u>	<u>Tenant</u>	<u>N/A</u>
Heat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water/Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lawn Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Snow Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garbage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

d.) The term of this lease is _____ beginning on _____, 200____.
The total rent due for the full term of this lease is \$_____. In the event that the tenant should break this lease without the written permission of the landlord, the unpaid rent for the remainder of this lease will become immediately due and owing to the landlord.

e.) When the lease's term ends, it will automatically renew for a term of _____.
If the landlord or tenant does not want to renew the lease, he must give the other _____ days written notice before the end of the term.

f.) The tenant has checked the property and agrees that it is in clean and good condition. At the end of this lease, the tenant will return the property to the landlord in the same clean and good condition.

g.) The tenant will only use the property for residential purposes.

h.) The maximum number of people that can occupy the property is _____. Only those people listed in this lease can occupy the property. No new tenants can move in without the written approval of the landlord.

i.) The tenant's promise to pay the rent is separate from all other promises in this lease. The tenant agrees to pay the full rent each month. If the landlord owes the tenant any money, the tenant agrees not to deduct it from the rent due or from any other money owed to the landlord.

4. REPAIRS

The tenant will notify the landlord promptly if any part of the property is damaged or destroyed. The tenant is responsible for any damage or destruction done to the property by his actions or negligence, or by the actions or negligence of his family or guests. The tenant must make all repairs and replacements to fix such damage or destruction. If the tenant fails to do so, the landlord may do it and add the expense to the next month's rent.

5. LANDLORD'S ENTRY ONTO PROPERTY

The landlord can enter the property at reasonable times on (24) twenty-four hours notice to the tenant. The landlord can enter the property to inspect it; make repairs, alterations or improvements; supply services; or, show the property to prospective buyers, lenders, contractors, insurers, or tenants. In case of emergency, the landlord can enter the property at any time without notice to the tenant.

6. TENANT RESPONSIBILITIES

All tenants and other people the tenant allows on the property promise to:

a.) Obey all local, state and federal laws.

b.) Keep the property clean and safe.

c.) Use all utilities, facilities and fixtures in a safe and reasonable way.

d.) Promptly remove all trash and debris from the property as required by the landlord and local ordinance.

e.) Not deliberately or negligently destroy, deface, damage, or remove any part of the property or grounds.

f.) Not unreasonably disturb the peace of the landlord, other tenants or neighbors.

g.) Promptly notify the landlord of conditions that need repair.

h.) Make no major changes to the property, such as painting, rebuilding, removing, repairing or improving without the landlord's written consent. Alterations become the property of the landlord. The tenant cannot remove improvements and the landlord does not have to pay for any changes or improvements made by the tenant.

i.) Keep nothing on the property that is highly flammable, dangerous or substantially increases the danger of fire or injury.

j.) Not to bring or keep any pets on the property without the prior written approval by the landlord.

k.) Allow the landlord to put up "for sale," "for rent," or other signs.

l.) Move out of the property when the lease ends.

m.) Protect his personal belongings with renter's insurance. The landlord will not be responsible for any loss, damage, or destruction to the tenant's personal property.

7. LANDLORD RESPONSIBILITIES

The landlord promises to:

a.) Maintain the property and common areas in the manner required law.

b.) Keep the property in good repair and good working order.

c.) Continue all services and utilities that the landlord has agreed to provide.

d.) Allow the tenant to enjoy the property without interference so long as the tenant obeys all the rules in this lease.

8. LANDLORD RIGHTS

a.) The tenant gives up his right to receive notice before the landlord begins with an eviction.

b.) If the tenant fails to pay any one month's rent on or before the due date, or the tenant breaks any other provision in this lease, the landlord may end this lease immediately and file a lawsuit to evict the tenant.

c.) Besides ending this lease and evicting the tenant, the landlord can sue the tenant for unpaid rent, other damages, losses or injuries. If the landlord gets a judgment for money against the tenant, the landlord can use the court process to take your personal goods, furniture, motor vehicles and money in banks. The landlord may also be able to attach your wages to recover money for damages done to the property.

d.) The landlord may recover reasonable legal fees and costs from the tenant for any legal actions relating to the payment of rent or the recovery of the property.

9. ABANDONMENT

The property will be considered abandoned by the tenant if:

a.) The tenant gives the landlord notice that he will not return to the property;

b.) The tenant removes his personal belongings from the property, fails to pay the rent, and does not return for 15 days;

c.) The tenant fails to pay the rent and does not return to the property for one month; or

d.) The tenant leaves personal belongings in the property after the end of the lease.

If the tenant abandons the property, the landlord may enter and relet the property.

In this case, the landlord may also remove and dispose of any personal property left behind by the tenant.

10. SECURITY DEPOSIT

a.) The amount of the security deposit is \$_____.

b.) The landlord cannot require the tenant to pay a security deposit that is more than (2) two months rent. After the first year, the landlord must reduce the security deposit to no more than one month's rent.

c.) The tenant cannot use the security deposit to pay rent without the written approval of the landlord.

d.) The landlord can use the security deposit for unpaid rent and damages that are the tenant's responsibility beyond normal wear and tear.

e.) When the tenant moves out, the landlord will prepare a list of charges for damages and any unpaid rent. The landlord can deduct these charges, if any, from the security deposit and will return the balance within 30 days. The tenant must give the landlord written notice of the tenant's new address or make other arrangements with the landlord for the return of the security deposit.

11. TENANT TRANSFER OF LEASE

The tenant cannot lease the property to any other person or let any other person take over the tenant's rights and duties under this lease, unless the landlord first gives written approval.

12. PRIORITY OF LEASE & SALE OF PROPERTY

If the landlord sells this property, the purchaser can end this lease. All mortgages that now or in the future affect the property have a priority over this lease.

If the landlord sells the property, he will give the tenant written notice stating the name, address and phone number of the new landlord and where and to whom to pay rent. The landlord must also inform the tenant whether the security deposit was transferred to the new landlord. If the landlord does not transfer the security deposit, the landlord must return it to the tenant as described in this lease.

13. AGREEMENT

This lease contains the complete agreement between the landlord and the tenant. The landlord and tenant can change this lease only by a written agreement signed by both. If more than one tenant signs this lease, each tenant assumes full liability for all the obligations in this lease.

Each part of this lease should be interpreted so that it agrees with current law. If the law does not allow a certain part of this lease, then that one part will be ineffective without invalidating the rest of the section or the rest of this lease.

14. ADDITIONAL TERMS & CONDITIONS:

Tenant agrees to abide by the Rules + Regulations of Pocomo Plateau Park

LANDLORD OR AGENT

TENANT

TENANT

Residential Lease

Tenant

Landlord



THE LANDLORD ASSOCIATION OF PENNSYLVANIA

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) Lessee has received copies of all information listed above.

X (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
X _____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date