

RESIDENTIAL LEASE AGREEMENT

1. DATE AND PARTIES

- (1) This agreement is dated _____, _____ 20____.
Month Day Year
- (2) This agreement is made between:
- (A) _____ being the owner of the Leased Property or the owner's authorized agent, from now on called "Landlord"; and
- (B) _____

_____, from now on called "Tenant".

2. LEASED PROPERTY

- (1) The "Leased Property" is the place that Landlord agrees to lease to Tenant.
- (2) The Leased Property is located at: _____
_____ in the City of Philadelphia, Pennsylvania.
- (3) The Leased Property is to be used and occupied as a residence for not more than:
_____ person(s), and for no other purposes.

3. OWNERSHIP AND AGENCY

- (1) The owner of this property is: _____
- (2) The Philadelphia address and telephone number of () the owner or () owner's agent is as follows:
- (A) Address: _____
- (B) Phone: _____
- (C) Email: _____

4. RENT

- (1) Tenant agrees to pay rent in equal monthly installments of \$_____, to be paid in advance on or before the ____ day of each month.
- (2) The rent is to be paid in the following manner:
_____.
- (3) Rent is paid when the Tenant delivers the rent to the Landlord, or, if the rent is permitted by this clause to be mailed, on the date that the letter containing the rent check is postmarked.

- (4) Tenant agrees to pay a late charge of \$_____ if the rent is not paid by the _____ day of the month.
- (5) Tenant agrees to be responsible for paying any bank charge resulting from the dishonor of a rent check due to insufficient funds.

5. TERM OF AGREEMENT

- (1) This lease begins on _____, 20____ (from now on called the “Starting Date”).
- (2) This lease ends on _____, 20____ (from now on called the “Ending Date”).

6. NEGOTIATION FOR A FURTHER TERM

- (1) Landlord and Tenant agree that this lease will end on the Ending Date. The lease will not renew automatically after the Ending Date.
- (2) The lease will continue only if Landlord and Tenant both sign a new written agreement, for a further term of the lease. Landlord and Tenant are free to negotiate all terms of the new written agreement, including rent.
- (3) The party wishing to negotiate a further term of the lease must send a notice to the other party at least 90 days before the Ending Date of the lease. The party receiving notice must respond within 30 days from the date notice was received. If such notices are not given within the times specified, this lease will end on the Ending Date.

7. SECURITY DEPOSIT

- (1) Tenant has deposited \$_____ with Landlord as security deposit for unpaid rent and damages caused by Tenant, Tenant’s family and Tenant’s guests.
- (2) Landlord agrees to administer the security deposit according to the law of Pennsylvania.
- (3) After taking out for damages and unpaid rent, Landlord agrees to send to Tenant any security deposit money left over. Landlord will send all of the remaining security deposit money to Tenant no later than 30 days after the lease ends and Tenant leaves. Landlord also agrees to send to Tenant, within the same period, a written list of damages and amounts of money taken from the security deposit.
- (4) Tenant agrees to give Landlord a written forwarding address when Tenant leaves and the lease ends.
- (5) Tenant may not use the security deposit as payment of the last month’s rent.

8. JOINT AND SEVERAL LIABILITY

- (1) If there is more than one person named as Tenant in this lease, this is a joint and several lease. This means that all persons named as Tenant as a group and each of the persons named as Tenant as individuals are responsible to Landlord for all of the agreements set out in this lease. For example, if the rent is not paid in accordance with the lease, Landlord can sue all persons named as Tenant (jointly) for any unpaid rent or Landlord can sue any single person named as Tenant separately (severally) for all of the unpaid rent.

9. UTILITIES

- (1) In addition to the promises made elsewhere, Landlord and Tenant agree to assume responsibility for the following charges, as checked off below.
- (2) If either party assumes responsibility for a charge, the party agrees to pay the appropriate person or public utility promptly, or do the work themselves promptly. Nothing in this lease will require Tenant to pay any utility costs unless the Leased Property is separately metered for that utility.

	Landlord will pay	Tenant will pay
Cold water	()	()
Hot water	()	()
Gas	()	()
Heat	()	()
Electricity	()	()
Lawn care and maintenance	()	()
Snow and leaf removal	()	()
Water (minimum annual charge)	()	()
Water (in excess of minimum annual charge)	()	()
Annual oil-burner cleaning	()	()
DSL/Broadband	()	()
Cable	()	()
Refuse collection	()	()
Sewer charges	()	()
Parking fee	()	()
Other:	()	()
Other:	()	()

- (3) Landlord has the right to turn off temporarily any utility or other service to the Leased Property in order to make repairs or do maintenance. Except in the case of emergency, Landlord will provide 48 hours notice to Tenant of the need to turn off a particular utility or service.

10. EFFECT OF UNDELIVERED LEASE

- (1) Landlord agrees, consistent with 9-804(5) of the Philadelphia Code, not to accept any rental payment under this lease until a fully executed copy of it has been received by all parties to the agreement.

11. INABILITY TO GIVE ACTUAL POSSESSION

- (1) If Landlord is unable to give Tenant actual possession of the Leased Property on the Starting Date for any reason not attributable to Tenant, Tenant may either:
 - (A) Terminate this lease and recover any rent or deposits already paid; or
 - (B) Delay acceptance of actual possession until Landlord is able to give it.
- (2) If Tenant elects to delay acceptance of actual possession until Landlord is able to give it, Tenant is not liable for the rent during the time he/she is denied possession (then or ever), and Tenant retains the option to choose to terminate the lease and recover any rent or deposits already paid until actual possession is given.

- (3) Landlord agrees to take immediate action to transfer possession of the Leased Property to Tenant on or as soon as possible after the Starting Date.
- (4) Tenant agrees that Landlord is not responsible to Tenant for damages if Landlord cannot transfer possession of the Leased Property on the Starting Date due to circumstances beyond the control of Landlord.

12. DESTRUCTION OF THE LEASED PROPERTY

- (1) If the Leased Property is partly destroyed by fire or casualty to the point that use of the premises is substantially impaired:
 - (A) The lease will end.
 - (B) Tenant agrees to allow Landlord and Landlord's representatives to enter the Leased Property to repair any damage.
- (2) If there is total destruction of the Leased Property so that it cannot be used by Tenant or continued occupancy is not permitted by the Philadelphia Code and the Leased Property cannot be repaired immediately after Landlord is notified of the destruction:
 - (A) Tenant may vacate the premises, and after the elapsing of 7 days after notifying Landlord of the destruction, terminate this lease and return possession to Landlord.
 - (B) In such case, following the termination of the lease, Landlord must return all deposits and pre-paid rent to Tenant.
- (3) Nothing in this clause relieves either party of liability arising as a result of negligence.

13. LIABILITY FOR NEGLIGENCE

- (1) Landlord is responsible for all damage to property or injury to people caused by Landlord's (or Landlord's representatives) intentional or negligent acts at the Leased Property.
- (2) Tenant is responsible for all damage to the Leased Property and injury to people caused by the intentional or negligent acts of Tenant, Tenant's family or guests at the Leased Property.

14. SUBORDINATION

- (1) Tenant agrees that Landlord has the right to mortgage the Leased Property.
- (2) If Landlord has a mortgage on the Leased Property now, or if Landlord gets a mortgage in the future, Tenant agrees that this lease is subordinate to Landlord's mortgage.

15. CONDEMNATION

- (1) Condemnation is the power of the government to take private property for public use.
- (2) If the whole or any part of the Leased Property (or the building in which the Leased Property is located) is taken by any authority having power of condemnation, this lease will end automatically.

16. SALE OF PREMISES

- (1) Upon sale of the Leased Property (or the building in which the Leased Property is located), Landlord will give written notice to Tenant specifying name, address, and telephone number of the new owner, as well as the new procedure for paying the rent, if any.
- (2) Any Landlord who conveys the Leased Property in good faith to a purchaser is relieved of liability under this lease for events after this notice is sent and after the conveyance is made.
- (3) Landlord agrees to protect Tenant's interests in any sale of the Leased Property (or the building in which the Leased Property is located) and to require any new purchaser to assume all the obligations of this lease.

17. TENANT'S PROMISES

- (1) Tenant agrees that any of the following are prohibited, if so indicated on all copies of this lease:
 - () Pets.
If Pets are to be allowed in the Leased Property, details of that agreement should be recorded in Clause 23(4) below.
 - () Waterbeds.
 - () Other: _____
- (2) Tenant also agrees that he/she/they will:
 - (A) Comply with all obligations imposed on Tenants by building and housing codes.
 - (B) Keep the parts of the building that Tenant occupies or uses as clean and safe as conditions permit.
 - (C) Turn over possession of the Leased Property when the lease ends.
 - (D) Remove from the premises all trash, garbage, rubbish and other wastes in a manner established by Landlord.
 - (E) Use reasonably all electrical, plumbing, sanitary, heating, ventilation, air conditioning, or other facilities.
 - (F) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Leased Property.
 - (G) Conduct himself/herself/themselves in a manner that will not disturb other people.
 - (H) Not make substantial alterations to the Leased Property without Landlord's written permission.
 - (I) Be responsible for the behavior of Tenant's friends, invitees, guests or any other people who are on the premises with Tenant's permission.
 - (J) Promptly notify Landlord in writing if maintenance or repairs are needed in or around the Leased Property.

- (K) Obtain and maintain tenant or renter's insurance to cover:
 - (i) Damage to the property of Tenant, Tenant's family and Tenant's guests; and
 - (ii) Injury to people occurring on or about the Leased Property.
- (L) Allow the Landlord and Landlord's agents access to the Leased Property at reasonable times provided Landlord gives 24 hours notice of such access (except in the case of emergency) for the purposes of undertaking an inspection, performing repairs or maintenance, or showing the Leased Property to prospective tenants.

18. LANDLORD'S PROMISES

- (I) Landlord also agrees that he/she will:
 - (A) Comply with all requirements of the Philadelphia Property Maintenance Code.
 - (B) Undertake all necessary maintenance and repairs to the Leased Property and the building in which the Leased Property is located, its appliances, furniture, fixtures and mechanical systems so as to maintain the Leased Property and the building in which it is located in a habitable condition.
 - (C) Except in the case of emergency, give Tenant 24 hours notice before entering the Leased Property.
 - (D) Supply heating equipment that is safe, properly installed and adequate to heat the dwelling unit so that temperature inside the Leased Property may be maintained at 68 Fahrenheit (20 Celsius) between October 1 and April 30.
 - (E) Furnish janitorial service for all areas of the building in which the Leased Property is located and for which Tenant is not responsible for.
 - (F) Maintain sound locks on all doors and windows and protect the security of Tenant and Tenant's property.
 - (G) Provide Tenant with constant access to fuses and circuit breakers for the Leased Property, as well as the meters for any utilities for which Tenant pays.
 - (H) Pay promptly any utility bills which Landlord is responsible for, so as to ensure uninterrupted service to Tenant.
 - (I) Be responsible for the behavior of Landlord's friends, invitees, guests or any other people who are on the premises with Landlord's permission.
 - (J) Obtain and maintain insurance on the building in which the Leased Property is located.

19. REMEDIES

- (I) If either Landlord or Tenant violates this lease, other than those conditions pertaining to the payment of rent, the other party may give written notice of the violation. If the violation is not corrected

within 15 days following the giving of the written notice, legal action can be taken to end the lease, evict the Tenant and/or seek damages caused by the violation.

- (2) If Tenant defaults in the payment of rent, Landlord may give Tenant 10 days' notice of termination of this agreement. If Tenant has not paid all monies due, including reasonable late fees assessed, if any, by the end of the 10 days, Landlord may begin eviction proceedings.
- (3) The lease is terminated if Landlord obtains an eviction judgment against Tenant.
- (4) Landlord does not have the right to throw Tenant out of the Leased Property (self-help eviction). Landlord may only evict Tenant by court action.
- (5) Landlord may apply security deposit toward any unmet obligation of Tenant.
- (6) Landlord and Tenant each have a duty at all times to mitigate damages.
- (7) If Landlord illegally removes or excludes Tenant or his/her/their property from the Leased Property, or willfully diminishes services to Tenant required by this agreement, Tenant may recover possession, terminate this agreement, recover damages for injuries resulting from such actions, or a combination of these solutions, at Tenant's option.
- (8) If Landlord or Tenant does not seek a remedy for the other's violation of the lease, Landlord or Tenant can still take action if the violation happens again.
- (9) If Tenant leaves personal property in the Leased Property at the Ending Date, Landlord will hold the property for Tenant for 10 days before disposing of the property.

20. CONFISCATION OF PROPERTY

- (1) Neither party will ever have the right to secure compensation for any liability owed by the other through confiscation of property belonging to the other. Such disputes are to be settled by negotiation, arbitration or through the courts.

21. RETALIATORY CONDUCT PROHIBITED

- (1) Tenant has certain legal rights, including, but not limited to, the right to complain to government agencies concerning violations of this lease or the law committed by Landlord, to complain to Landlord concerning such violations, and to organize or join a Tenant union, or similar organization.
- (2) Landlord has no right to retaliate against Tenant for exercising these rights, either by increasing rent, decreasing services, or threatening eviction.

22. ASSIGNMENT AND SUBLEASE

- (1) Tenant agrees not to transfer (assign) or lease (sublease) the Leased Property to anyone else without the prior written permission of Landlord. Landlord may not withhold such permission unreasonably.
- (2) Tenant agrees that Landlord's consent to one assignment or sublease is no consent to any other assignments or subleases.
- (3) The provisions of this lease are binding upon assigns or successors of either party.

23. ADDITIONAL AGREEMENTS

- (1) Landlord agrees to make the repairs, replacements, and installations listed below.
- (2) If the repairs are not made by the date given below, Tenant may make such repairs himself/herself, subtracting reasonable costs so incurred from the next rent payment(s).
- (3) If the repairs are due to be completed on or before the Starting Date, Tenant has the alternative, if such repairs are not completed, of treating failure to provide the specified work as failure to provide actual possession, and avail himself/herself/themselves of the rights and remedies specified in Clause 11. In such a case, Landlord may still be held liable for damages suffered by Tenant.

IF THE SPACE BELOW IS NOT FILLED IN ON ALL COPIES OF THIS LEASE, THEN THIS CLAUSE IS VOID AND HAS NO MEANING.

REPAIR:

WILL BE COMPLETED BY:

- (4) Landlord and Tenant also agree to the following conditions.

IF THE SPACE BELOW IS NOT FILLED IN ON ALL COPIES OF THIS LEASE, THEN THIS CLAUSE IS VOID AND HAS NO MEANING.

Additional terms and agreements:

24. ADDITIONAL DOCUMENTS

- (1) The Landlord has provided Tenant with:
 - (A) LEAD PAINT DISCLOSURE information.
 - (B) CERTIFICATE OF RENTAL SUITABILITY for the Leased Property.
 - (C) Any RULES AND REGULATIONS applying to the Leased Property.
 - (D) EPA brochure “HOW TO PROTECT YOUR FAMILY FROM LEAD”.
 - (E) Philadelphia Licenses and Inspections brochure “PARTNERS FOR GOOD HOUSING”.
- (2) A copy of each of the documents set out in Clause 24(1)(A), (B) and (C) must be attached to this lease.

25. ENTIRE AGREEMENT

- (1) This lease and its attachments form the entire agreement between Tenant and Landlord. It supersedes any previous agreements, understanding, or representations. It may only be modified by written agreement between Landlord and Tenant.

26. SIGNATURES

The undersigned agree to be bound legally to this document:

LANDLORD:

TENANT:

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

27. ASSIGNMENT OF LEASE

If either party assigns the lease, details of the transaction may be recorded on the back of this page.

28. ATTACHMENTS

- (1) LEAD PAINT DISCLOSURE information.
- (2) CERTIFICATE OF RENTAL SUITABILITY for the Leased Property.
- (3) Any RULES AND REGULATIONS applying to the Leased Property.