

LEASE RIDER

This Lease Rider is attached to the Lease between LANDLORD and TENANT dated _____, 200__ and is a part of the Lease. If any terms of this Lease Rider are different from or do not agree with the provisions of the Lease, LANDLORD and TENANT will follow and observe the provisions of this Lease Rider with regard to those terms.

1. **Rules And Regulations.** TENANT does not have to pay any rent until LANDLORD (or the PROPERTY MANAGER) has given TENANT written information about the LANDLORD'S policies, terms, rules and regulations for the leased premises. LANDLORD'S policies, rules and regulations will be consistent with the Lease and will not change the length of the term of the Lease or the amounts TENANT has to pay under the Lease. LANDLORD will notify TENANT in writing of any new policies, rules or regulations or if any policies, rules or regulations for the leased premises are changed.
2. **Delivery of Signed Copy of Lease.** The TENANT does not have to pay rent until LANDLORD or the PROPERTY MANAGER has given TENANT a copy of the Lease signed by both LANDLORD and TENANT.
3. **Notices of Violation of Lease.** If TENANT breaks any provision of the Lease, TENANT does not give up any right to notice that LANDLORD is required to give to TENANT under the Pennsylvania Landlord and Tenant Act of 1951 (as amended). This means that LANDLORD is required to notify TENANT to leave the leased premises before LANDLORD may file a lawsuit asking for a court order to *evict* TENANT (force TENANT to move out). LANDLORD may not shorten the amount of time for any notice. Any statement or provision of the Lease in which TENANT gives up or waives any rights to notices for any broken Lease term or LANDLORD'S exercise of any remedy for any broken Lease provision is not effective and will be given no meaning.
4. **Ending Date of Lease.**
 - (a) The Lease will end on the ending date of the Lease stated in the Lease **if:**
 1. TENANT gives LANDLORD 60 days notice before the "ending date of the Lease", **OR**
 2. LANDLORD gives TENANT 60 days notice before the "ending date of the Lease".
 - (b) If LANDLORD wants to make changes to the Lease (including a rent increase) if this Lease is continued, LANDLORD must send the changes to TENANT at least 75 days before the end of the lease.
 - (c) If neither LANDLORD nor TENANT gives notice to end this lease, then the Lease will automatically continue from month to month on the same terms, or the changed terms which LANDLORD sent to TENANT before the "ending date of the Lease".
 - (d) If the Lease continues from month to month, either LANDLORD or TENANT may end the Lease by giving the other written notice 60 days before the next rent is due. The Lease will then end on the 60th day after the notice is given.
5. **Landlord's Obligation to Re-Rent the Leased Premises.** If TENANT breaks the terms of the Lease before the ending date of the Lease, TENANT will remain responsible to pay LANDLORD for rent until the ending date of the Lease and for any reasonable costs that LANDLORD must spend to repair and prepare the leased premises for renting to a new tenant (but not for normal wear and tear). However, LANDLORD or PROPERTY MANAGER promises to try to rent the leased premises to a new tenant. If LANDLORD rents the leased premises to a new tenant, any rent received by LANDLORD from the new tenant will reduce the amount that TENANT owes LANDLORD.
6. **Tenant Transfer of Lease.** TENANT cannot rent the leased premises to any other person (*sublease*) or let any other person take over the tenant's rights and duties under the Lease (*assign*), unless LANDLORD first gives written approval. LANDLORD will not unreasonably withhold approval. If the LEASE requires TENANT to pay a fee to the LANDLORD when TENANT subleases the premises or assigns its rights and duties under the Lease, then the fees, if any, which LANDLORD requires TENANT to pay will not be more than:
 - (a) Seventy Five Dollars (\$75.00) for the sublease or assignment, which can be charged only once, and
 - (b) Fifty Dollars (\$50.00) for the application fee, which LANDLORD charges to the person to whom TENANT leases the premises.

7. **Warranty of Habitability.** *Habitable* means that the leased premises can be used and occupied for dwelling purposes.
- (1) At the time of signing this Lease Rider, LANDLORD states and warrants that the leased premises are habitable. This is called LANDLORD'S Warranty of Habitability. LANDLORD is responsible to make sure that the leased premises will at all times be habitable. However, LANDLORD will not be responsible if the violation of the Warranty of Habitability is caused by TENANT.
 - (2) A violation of the City of Philadelphia Housing Code (*Housing Code*) could be a violation of the Warranty of Habitability. LANDLORD states that it is not aware of any current uncorrected violations of the Housing Code. If there are currently uncorrected violations of the Housing Code, LANDLORD will give TENANT a complete copy of the current violation notice and LANDLORD will correct the violation before the date for correction stated in the violation notice. TENANT will notify the LANDLORD promptly if TENANT is aware of a violation of the Housing Code on the leased premises. LANDLORD agrees to correct all violations of the Housing Code as soon as possible after LANDLORD becomes aware of the violations. However, if the violation is caused by the TENANT'S carelessness or negligence or willful misuse, LANDLORD will make the repairs, but TENANT agrees to pay the cost of any repair required to correct such violation to LANDLORD as added rent.
8. **Disputes.** LANDLORD may not take TENANT'S furniture, money in banks, motor vehicles or any other personal possessions except by using the proper court process. LANDLORD and TENANT can agree to use an alternative dispute resolution process (and not court proceedings), such as mediation or arbitration, to settle disputes under the Lease.
9. **Tenant's Attorney.** TENANT will always have the right to choose TENANT'S own attorney:
- (1) to represent TENANT in any dispute with LANDLORD;
 - (2) to appear at any alternative dispute resolution process or court hearing requested by the LANDLORD; and
 - (3) to appeal any decision made in an alternative dispute resolution process (if available) or court decision made in the LANDLORD'S favor.
10. **Landlord's Retaliation.** LANDLORD cannot increase the rent or threaten to evict TENANT because TENANT:
- (1) Complains to a government agency or LANDLORD of a violation of any housing, health, safety or other code requirements at the leased premises.
 - (2) Joins or helps organize a tenant organization.
 - (3) Uses any legal rights.
11. **Repairs.**
- (1) LANDLORD will keep the leased premises in good repair, condition and working order. However, TENANT agrees to repair any damage to the leased premises caused by TENANT'S carelessness or negligence or willful misuse.
 - (2) LANDLORD also agrees to make the repairs, installations and replacements listed below:
- IF THE SPACE BELOW IS NOT FILLED IN ON ALL COPIES OF THIS RIDER,
THIS SUB-CLAUSE (b) IS VOID AND HAS NO MEANING.
- | <u>REPAIR:</u> | <u>WILL BE COMPLETED BY:</u> |
|----------------|------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
12. **Signatures.** BY SIGNING THIS LEASE RIDER, TENANT AGREES THAT TENANT

HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE RIDER.

WITNESS:

LANDLORD:

WITNESS:

TENANT(s):

NOTICE TO RESIDENTIAL TENANTS

THE PENNSYLVANIA LANDLORD AND TENANT ACT OF 1951, AS AMENDED, ENTITLES A TENANT OF RESIDENTIAL PROPERTY TO CERTAIN NOTICES OF A BREACH OR VIOLATION OF CERTAIN LEASE TERMS BEFORE A LANDLORD CAN FILE A LAWSUIT IN COURT TO EVICT A TENANT. HOWEVER, TENANT CAN GIVE UP THE RIGHT TO NOTICE OR CAN AGREE TO SHORTEN THE TIME PERIODS FOR NOTICE IF STATED IN THE LEASE.

1. **Violations of Lease Other than for Payment of Rent or End of Lease Term.** Before LANDLORD can file a lawsuit in court to evict TENANT if TENANT breaks a provision of the Lease (other than for the payment of rent) or if the term of the Lease ends, and
 - (1) If the length of the Lease is one (1) year or less or if the length of the Lease is not stated in the Lease, LANDLORD cannot require TENANT to move out of the leased premises until fifteen (15) days after LANDLORD serves TENANT with notice; or
 - (2) If the length of the Lease is more than one (1) year, LANDLORD cannot require TENANT to move out of the leased premises until thirty (30) days after LANDLORD serves TENANT with notice.
2. **Failure to Pay Rent.** Before LANDLORD can file a lawsuit in court to evict TENANT if TENANT breaks the Lease for not paying rent after LANDLORD demands payment of rent from TENANT, LANDLORD cannot require TENANT to move out of the leased premises until ten (10) days after LANDLORD serves TENANT with notice.

***YOU MAY OBTAIN LEGAL ADVICE FROM YOUR OWN LAWYER ABOUT A TENANTS RIGHTS WHEN A LANDLORD ATTEMPTS TO EVICT A TENANT. THIS STATEMENT IS NOT A CONTRACT AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**