

# PENNSYLVANIA RESIDENTIAL LEASE

RL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

## PARTIES

<b>TENANT(S):</b> _____ _____	<b>LANDLORD(S):</b> _____ _____	
<b>TENANT'S MAILING ADDRESS:</b> _____ _____	<b>LANDLORD'S MAILING ADDRESS:</b> _____ _____	
<b>TENANT'S EMERGENCY CONTACT INFORMATION</b>		
Name _____	Relationship _____	Phone(s) _____

## PROPERTY

Property Address \_\_\_\_\_ Unit \_\_\_\_\_ ZIP \_\_\_\_\_  
in the municipality of \_\_\_\_\_, County of \_\_\_\_\_  
in the School District of \_\_\_\_\_, in the Commonwealth of Pennsylvania.

## TENANT'S RELATIONSHIP WITH PA LICENSED BROKER

**No Business Relationship (Tenant is not represented by a broker)**

Broker (Company) _____	Licensee(s) (Name) _____
Company Address _____	Direct Phone(s) _____
Company Phone _____	Cell Phone(s) _____
Company Fax _____	Fax _____
Broker is:	Email _____
<input type="checkbox"/> Tenant Agent (Broker represents Tenant only)	Licensee(s) is:
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Tenant Agent with Designated Agency
	<input type="checkbox"/> Tenant Agent without Designated Agency
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)	

## LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER

**No Business Relationship (Landlord is not represented by a broker)**

Broker (Company) _____	Licensee(s) (Name) _____
Company Address _____	Direct Phone(s) _____
Company Phone _____	Cell Phone(s) _____
Company Fax _____	Fax _____
Broker is:	Email _____
<input type="checkbox"/> Landlord Agent (Broker represents Landlord only)	Licensee(s) is:
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Landlord Agent with Designated Agency
	<input type="checkbox"/> Landlord Agent without Designated Agency
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	

## DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.

**By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.**

Tenant Initials: \_\_\_\_\_ / \_\_\_\_\_

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Landlord Initials: \_\_\_\_\_ / \_\_\_\_\_

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12/13



Pennsylvania Association of Realtors®

THIS FORM SHOULD NOT BE USED FOR THE LEASE OF A MANUFACTURED HOME

1 **1. LEASE DATE AND RESPONSIBILITIES**

2 This Lease for the Property, dated \_\_\_\_\_, is between the Landlord and the Tenant. Each Tenant is  
3 individually responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

4 **2. CO-SIGNERS**

5 Co-signers: \_\_\_\_\_  
6 \_\_\_\_\_

7 Each Co-signer is individually responsible for all obligations of this Lease, including Rent, late fees, damages and other costs. Co-  
8 signers do not have the right to occupy the Property as a tenant without the Landlord's prior written permission.

9 **3. PROPERTY CONTACT INFORMATION**

10 **Rental payments** (see Paragraph 6(I) for additional information)

11 Payable to: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

12 Address: \_\_\_\_\_

13 **Maintenance Requests**

14 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

15 Address: \_\_\_\_\_ E

16 mail \_\_\_\_\_ Website \_\_\_\_\_ E

17 **Emergency Maintenance Contact** Contact \_\_\_\_\_

18 Phone \_\_\_\_\_ E

19 mail \_\_\_\_\_ Website \_\_\_\_\_

20 **4. STARTING AND ENDING DATES OF LEASE** (also called "Term")

21 (A) **Starting Date:** \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

22 (B) **Ending Date:** \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

23 **5. RENEWAL TERM**

24 (A) Unless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of \_\_\_\_\_ (month-  
25 to-month if not specified) at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given.  
26 Proper notice requires Tenant or Landlord to give at least \_\_\_\_\_ days (28 if not specified) written notice before Ending Date  
27 or before the end of any Renewal Term.

28  This Lease will TERMINATE on the Ending Date unless extended in writing.

29 (B) If notice is given later than required, Rent is due for the entirety of the Renewal Term.

30 (C) Any renewal will be according to the terms of this Lease or any written changes to it.

31 **6. RENT**

32 (A) Rent is due in advance, without demand, on or before the \_\_\_\_\_ day of each month (Due Date).

33 (B) The amount of Total Rent due during the Term is: \$ \_\_\_\_\_

34 (C) The Rent due each month is: \$ \_\_\_\_\_

35 (D) If Rent is more than \_\_\_\_\_ days (5 if not specified) late (Grace Period), Tenant pays a Late Charge of: \$ \_\_\_\_\_

36 (E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent.  
37 Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent.

38 (F) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied  
39 against the current Rent due. When there is no outstanding Additional Rent, prepayment will be applied to the month's Rent that  
40 would be due next.

41 (G) Tenant will pay a fee of \$ \_\_\_\_\_ for any payment that is returned or  
42 declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the  
43 Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

44 (H) Landlord will accept the following methods of payment: (  Cash ) (  Money Order ) (  Personal Check )  
45 (  Credit Cards ) (  Cashier's Check ) (  Other: \_\_\_\_\_ )

46 Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).

47 (I) The first \$ \_\_\_\_\_ of Rent due will be made payable to \_\_\_\_\_  
48 (Broker for Landlord, if not specified). Security Deposit will be made payable to Landlord, or Landlord's representative.

49 (J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

50 **7. PAYMENT SCHEDULE**

51 (A) Security Deposit will be held in escrow by Landlord, unless otherwise stated here \_\_\_\_\_  
52 at (financial institution): \_\_\_\_\_  
53 Financial institution Address: \_\_\_\_\_

	Due Date	Paid	Due
54 Security Deposit: _____	_____	\$ _____	\$ _____
55 (B) First month's Rent: _____	_____	\$ _____	\$ _____
56 (C) Other: _____	_____	\$ _____	\$ _____
57 (D) Other: _____	_____	\$ _____	\$ _____
58 <b>Total Rent and security deposit received to date:</b>		\$ _____	
59 <b>Total amount due:</b>			\$ _____

61 **Tenant Initials:** \_\_\_\_\_ / \_\_\_\_\_

**Landlord Initials:** \_\_\_\_\_ / \_\_\_\_\_

- 62 **8. RETURN OF SECURITY DEPOSITS**  
 63 (A) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing  
 64 address where Landlord can return the Security Deposit.  
 65 (B) Within 30 days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property  
 66 for which the Landlord claims Tenant is responsible.  
 67 (C) Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Any remaining  
 68 Security Deposit will be returned to Tenant within 30 days after Tenant moves from the Property.

- 69 **9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS**  
 70 (A) Tenant will use Property as a residence ONLY.  
 71 (B) Not more than \_\_\_\_\_ people will live at the Property. List all other occupants who are not listed as Tenants in this Lease:  
 72 Name \_\_\_\_\_  18 or older Name \_\_\_\_\_  18 or older  
 73 Name \_\_\_\_\_  18 or older Name \_\_\_\_\_  18 or older  
 74 Service animals: Type \_\_\_\_\_ Breed \_\_\_\_\_ Name \_\_\_\_\_  
 75  Additional information is attached

- 76 **10. POSSESSION**  
 77 (A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.  
 78 (B) If Tenant cannot move in within \_\_\_\_\_ days (0 if not specified) after Starting Date because the previous tenant is still  
 79 there or because of property damage, Tenant's exclusive rights are to:  
 80 1. Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until  
 81 Property is available; OR  
 82 2. End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further lia-  
 83 bility on the part of Landlord or Tenant.

- 84 **11. LANDLORD'S RIGHT TO ENTER**  
 85 (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair,  
 86 or show the Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with the  
 87 Landlord or Landlord's representative, or they have written permission from the Landlord.  
 88 (B) When possible, Landlord will give Tenant \_\_\_\_\_ hours (24 if not specified) notice of the date, time, and reason for the visit.  
 89 (C) In emergencies, Landlord may enter Property without notice. If Tenant is not present, Landlord will notify Tenant who was  
 90 there and why within \_\_\_\_\_ hours (24 if not specified) of the visit. Showing the property is not considered an emergency.  
 91 (D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on or near Property.

- 92 **12. RULES AND REGULATIONS**  
 93 (A)  Rules and Regulations for use of the Property and common areas are attached.  
 94  Homeowners Association or Condominium rules and regulations for the Property are attached.  
 95 (B) Any violation of the Rules and Regulations is a breach of this Lease.  
 96 (C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant or improves the health, safety, or  
 97 welfare of others. Landlord agrees to provide all changes to Tenant in writing.  
 98 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.  
 99 (E) If any fine is imposed on Landlord because of the actions of Tenant, or Tenant's family or guests, Tenant will reimburse the  
 100 Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.

- 101 **13. PETS**  
 102 Tenant will not keep or allow any pets on any part of the Property, unless checked below. Service animals are not pets.  
 103  Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules  
 104 and Regulations.

105 **14. CONDITION OF PROPERTY AT MOVE IN**  
 106 Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: \_\_\_\_\_  
 107 \_\_\_\_\_  
 108 \_\_\_\_\_

- 109 **15. APPLIANCES INCLUDED**  
 110 ( Stove) ( Refrigerator) ( Dishwasher) ( Washer) ( Dryer) ( Garbage Disposal) ( Microwave)  
 111 ( Air Conditioning Units - Number: \_\_\_\_\_) ( Other \_\_\_\_\_)  
 112 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: \_\_\_\_\_  
 113 \_\_\_\_\_  
 114 \_\_\_\_\_  
 115 \_\_\_\_\_

117 **16. UTILITIES AND SERVICES**

118 Landlord and Tenant agree to pay for the charges for utilities and services provided for the Property as marked below. If a service is  
119 not marked as being paid by the Landlord, it is the responsibility of Tenant to pay for that service. Landlord is not responsible for  
120 loss of service if interrupted by circumstances beyond the Landlord’s control. Utility accounts paid by Tenant must remain active in  
121 Tenant’s name until the end of the Lease Term. Tenant will notify Landlord if Tenant receives any notices from utility companies of  
122 a pending termination of service. Tenant will be in default of this Lease if all utilities and services for which the tenant is responsi-  
123 ble do not remain active.

Landlord	Tenant	Landlord	Tenant
<input type="checkbox"/> pays	<input type="checkbox"/> pays	<input type="checkbox"/> pays	<input type="checkbox"/> pays
<input type="checkbox"/>	<input type="checkbox"/> Cooking Gas/Fuel	<input type="checkbox"/>	<input type="checkbox"/> Air Conditioning
<input type="checkbox"/>	<input type="checkbox"/> Electricity	<input type="checkbox"/>	<input type="checkbox"/> Cable/Satellite Television
<input type="checkbox"/>	<input type="checkbox"/> Heat _____ (type)	<input type="checkbox"/>	<input type="checkbox"/> Condominium/Homeowners Association Fee
<input type="checkbox"/>	<input type="checkbox"/> Hot Water _____ (type)	<input type="checkbox"/>	<input type="checkbox"/> Parking Fee
<input type="checkbox"/>	<input type="checkbox"/> Cold Water	<input type="checkbox"/>	<input type="checkbox"/> Maintenance of Common Areas
<input type="checkbox"/>	<input type="checkbox"/> Trash Removal	<input type="checkbox"/>	<input type="checkbox"/> Pest/Rodent Control
<input type="checkbox"/>	<input type="checkbox"/> Recycling Removal	<input type="checkbox"/>	<input type="checkbox"/> Bed Bugs
<input type="checkbox"/>	<input type="checkbox"/> Sewage Fees	<input type="checkbox"/>	<input type="checkbox"/> Snow/Ice Removal
<input type="checkbox"/>	<input type="checkbox"/> Sewer Maintenance	<input type="checkbox"/>	<input type="checkbox"/> Telephone Service
<input type="checkbox"/>	<input type="checkbox"/> Heater Maintenance	<input type="checkbox"/>	<input type="checkbox"/> Lawn and Shrubbery Care
<input type="checkbox"/>	<input type="checkbox"/> _____	<input type="checkbox"/>	<input type="checkbox"/> _____

136  
137 Comments: \_\_\_\_\_

138 **17. TENANT’S CARE OF PROPERTY**

- 139 (A) Tenant will:
- 140 1. Keep the Property clean and safe.
  - 141 2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
  - 142 3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property,  
143 including any elevators.
  - 144 4. Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
  - 145 5. Obey all federal, state, and local laws that relate to the Property.
  - 146 6. Clean up after service animals on the Property, including common areas.
- 147 (B) Tenant will not:
- 148 1. Keep any flammable, hazardous or explosive materials on the Property.
  - 149 2. Destroy, damage or deface any part of the Property or common areas.
  - 150 3. Disturb the peace and quiet of other tenants or neighbors.
  - 151 4. Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees  
152 that any changes or improvements made will belong to the Landlord.
  - 153 5. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.
- 154 (C) Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with (A) and (B).
- 155 (D) **Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant’s family, guests,  
156 and/or service animals.**

157 **18. DETECTORS AND FIRE PROTECTION SYSTEMS**

- 158 (A) Landlord has installed ( Smoke Detectors) ( Carbon Monoxide Detectors) ( Fire Extinguishers) in the Property. Tenant  
159 will maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed.
- 160 (B) Tenant will immediately notify Landlord or Landlord’s agent of any broken or malfunctioning detectors.
- 161 (C) Failure to properly maintain detectors, replace detector batteries or notify Landlord or Landlord’s representative of any broken  
162 or malfunctioning detectors is a breach of this Lease.
- 163 (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these sys-  
164 tems is stated in the Rules and Regulations, if any.
- 165 (E) Tenant will pay for damage to the Property if Tenant fails to maintain or misuses detectors or other fire protection systems.

166 **19. DESTRUCTION OF PROPERTY**

- 167 (A) Tenant will notify Landlord or Landlord’s agent immediately if the Property is severely damaged or destroyed by fire or by  
168 any other cause. Tenant will immediately notify Landlord or Landlord’s representative of any condition in the Property that  
169 could severely damage or destroy the Property.
- 170 (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will con-  
171 tinue to pay rent, even if Tenant cannot occupy the Property.
- 172 (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
- 173 1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord  
174 until the damage is repaired, OR
  - 175 2. If the law does not allow Tenant to live on the Property, this Lease is ended.
- 176 (D) If Lease is ended, Landlord will return any unused security deposit to Tenant.

178 **20. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978**

- 179  Property was built in or after 1978. This paragraph does not apply.
- 180  Property was built before 1978. Landlord and Tenant must provide information in this paragraph.

181 **Lead Hazards Disclosure Requirements**

182 The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the Tenant  
 183 an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The Landlord also must tell the Tenant and the Broker for  
 184 Landlord what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented.  
 185 Landlord must tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where  
 186 the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Landlord of a pre-1978 struc-  
 187 ture must also give the Tenant any records and reports that the Landlord has or can get about lead-based paint or lead-based paint  
 188 hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. It is also required  
 189 that the EPA pamphlet be given to tenants before the Landlord starts any major renovations on a pre-1978 structure. The Act does  
 190 not apply to housing built in 1978 or later.

191 **Lead Warning Statement**

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

196 **(A) Landlord does not know of any lead-based paint or lead-based paint hazards on the Property unless stated below:**

197 \_\_\_\_\_ Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must  
 198 explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there,  
 199 where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other informa-  
 200 tion Landlord has about the lead-based paint and lead-based paint hazards.

201 **(B) Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property unless stated below:**

202 \_\_\_\_\_ Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on the  
 203 Property. List records and reports: \_\_\_\_\_  
 204 \_\_\_\_\_

206 **(C) Tenant initial all that are true:**

- 207 \_\_\_\_\_ Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.
- 208 \_\_\_\_\_ Tenant has read the information given by Landlord in paragraph 20 (A) and (B) above, if any.
- 209 \_\_\_\_\_ Tenant has received all records and reports that Landlord listed in paragraph 20 (B) above, if any.

210 (D) Landlord and Tenant certify, by signing this Lease, that the information given is true to the best of their knowledge.

211 **21. INSURANCE AND RELEASE**

212 (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's property, or Tenant's guests. Tenant is advised to obtain  
 213 property and liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while on the Property.

214  **IF CHECKED**, Tenant must have insurance policies providing at least \$ \_\_\_\_\_ property insurance and  
 215 \$ \_\_\_\_\_ liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured  
 216 while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide  
 217 proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these policies.

218 (B) Landlord is not legally responsible for any injury or damage to Tenant or Tenant's guests that occurs on the Property.

219 (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including attorney's fees asso-  
 220 ciated with that loss.

221 **22. HOLDOVER TENANTS**

222 If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and  
 223 will be causing the Landlord damages. These damages will be equal to  3  times the monthly Rent plus any lodging expenses of  
 224 the new occupant, eviction costs and attorney fees, paid on a daily basis without demand.

225 **23. TENANT ENDING LEASE EARLY**

226 Tenant may **not** end this Lease and move out of the Property before the Ending Date of the Lease or any Renewal Term **UNLESS**  
 227 **Tenant does ALL of the following:**

- 228 (A) Tenant continues to pay all Rent until the Ending Date of the Lease, or any Renewal Term, or until a new tenant is approved  
 229 by Landlord and a new lease takes effect, whichever happens first, **AND**
- 230 (B) Tenant gives Landlord at least \_\_\_\_\_ days written notice, **AND**
- 231 (C) Tenant pays Landlord a Termination Fee of \_\_\_\_\_.

232 **24. ABANDONMENT**

233 (A) Tenant has abandoned the Property if:

- 234 1. Tenant has physically vacated the premises, removed substantially all personal property, OR
- 235 2. A court grants the Landlord possession of the Property.

236 (B) If Tenant abandons Property while Rent is due and unpaid, Landlord may take possession of the Property and immediately  
 237 rent the Property to another tenant.

- 239 (C) If Tenant abandons OR moves out of the Property, Tenant will:  
240 1. Remove all of Tenant's personal property, AND  
241 2. Provide a forwarding address or written notice stating that Tenant has vacated the premises, AND  
242 3. Contact the landlord within ten (10) days regarding the Tenant's intent to remove any remaining personal property.  
243 a. If the intent is communicated to the landlord, the personal property shall be stored by the landlord at a location of the  
244 landlord's choosing for thirty (30) days.  
245 b. If no communication is made to the landlord within ten (10) days, the property may be disposed of at the end of the  
246 ten days at the discretion of Landlord and Tenant will pay all costs related to the removal and/or storage.

247 **25. LANDLORD REMEDIES IF TENANT BREACHES LEASE**

- 248 (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:  
249 1. Taking possession of the Property by going to court to evict Tenant. Tenant agrees to pay Landlord's legal fees and rea-  
250 sonable costs, including the cost for Landlord and Landlord's agent to attend court hearings.  
251 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of  
252 the Term or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court  
253 process to garnish Tenant's wages and take Tenant's personal goods, furniture, motor vehicles and money in banks.  
254 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.  
255 (B) If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice, unless otherwise  
256 required by local ordinance.

257 \_\_\_\_\_ (Tenant Initials) **TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS**  
258 **A DIFFERENT PERIOD FOR PROVIDING NOTICE IS STATED HERE:** \_\_\_\_\_  
259 \_\_\_\_\_

260 **26. TRANSFER AND SUBLEASING**

- 261 (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.  
262 (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without  
263 Landlord's written permission.

264 **27. SALE OF PROPERTY**

- 265 (A) If Property is sold, Landlord will give Tenant in writing:  
266 1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.  
267 2. The name, address and phone number of the new landlord and where Rent is to be paid, if known.  
268 (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord.  
269 (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.  
270 (D)  If checked and Landlord sells the Property during the Lease or any Renewal Term, Landlord has the right to terminate  
271 this Lease if Landlord gives written notice to Tenant at least \_\_\_\_\_ days prior to the Settlement Date of the Property as  
272 defined in the agreement of sale. Tenant is not entitled to any payment of damages.

273 **28. IF GOVERNMENT TAKES PROPERTY**

- 274 (A) The government or other public authority can take private property for public use. The taking is called condemnation.  
275 (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's Rent proportionately. If all the Property  
276 is taken or is no longer usable, this Lease will end, Tenant will move out and Landlord will return to Tenant any unused Security  
277 Deposit or prepaid Rent.  
278 (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

279 **29. TENANTS' RIGHTS**

- 280 (A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to  
281 a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization;  
282 or (3) uses Tenant's legal rights in a lawful manner.  
283 (B) Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of  
284 the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end  
285 this Lease. Landlord will notify Tenant immediately if Owner or Landlord receive a notice of foreclosure.

286 **TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE**  
287 **IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE.**

288 **30. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT**

289 The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special  
290 conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

291 **31. CAPTIONS** The headings in this Lease are meant only to make it easier to find the paragraphs.

292 **32. ENTIRE AGREEMENT** This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements  
293 made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifica-  
294 tions of this Lease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant.

296 **33. SPECIAL CLAUSES**

297 **(A) The following are part of this Lease if checked:**

- 298  Change of Lease Terms Addendum (PAR Form CLT)
- 299  Pet Addendum (PAR Form PET)
- 300  \_\_\_\_\_
- 301  \_\_\_\_\_

302 **(B) Additional Terms:**

303  
304  
305  
306  
307  
308  
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311  
312

313 **NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.**

314 \_\_\_\_\_ (Landlord Initials) **If Landlord is represented by a licensed real estate broker, Landlord acknowledges receipt of the**  
315 **Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.**

316 \_\_\_\_\_ (Tenant Initials) **If Tenant is represented by a licensed real estate broker, Tenant acknowledges receipt of the Consumer**  
317 **Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.**

318 **By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information**  
319 **set forth in this Lease.**

320 A property manager may be acting as an agent for Landlord and may execute this Lease on the Landlord's behalf.

321 **TENANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

322 **TENANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

323 **TENANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

324 **TENANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

325 **CO-SIGNER** \_\_\_\_\_ **DATE** \_\_\_\_\_

326 **CO-SIGNER** \_\_\_\_\_ **DATE** \_\_\_\_\_

327 **LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

328 **LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

329 **BY** \_\_\_\_\_

330 **Brokers'/Licensees' Certifications** By signing here, Brokers and Licensees involved in this transaction certify that: (1) The information  
331 given about Lead-Based Paint is true to the best of their knowledge; AND (2) They have told Landlord of Landlord's responsibilities under  
332 the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. §4852d), described in the Lead Hazard Disclosure Requirements (see  
333 Lead-Based Paint Hazards Notice). Brokers and Licensees must make sure that Landlord gives Tenant the information required by the Act.

334 **BROKER FOR LANDLORD (Company Name)** \_\_\_\_\_  
335 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

336 **BROKER FOR TENANT (Company Name)** \_\_\_\_\_  
337 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

338 **LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

339 As part of payment received by Landlord, \_\_\_\_\_ (current Landlord) now transfers  
340 to \_\_\_\_\_ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and  
341 other benefits.

342 **CURRENT LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

343 **CURRENT LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

344 **NEW LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

345 **NEW LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_