



# 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>TENANT'S MAILING ADDRESS:</b> _____ _____ _____	<b>LANDLORD(S):</b> _____ _____ <b>LANDLORD'S MAILING ADDRESS:</b> _____ _____ _____

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	
<input type="checkbox"/> <b>No Business Relationship (Tenant is not represented by a broker)</b>	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is: <input type="checkbox"/> Tenant Agent (Broker represents Tenant only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Fax _____ Email _____ Licensee(s) is: <input type="checkbox"/> Tenant Agent (all company licensees represent Tenant) <input type="checkbox"/> Tenant Agent with Designated Agency (only licensee(s) named above represent Tenant) <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	
<input type="checkbox"/> <b>No Business Relationship (Landlord is not represented by a broker)</b>	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is: <input type="checkbox"/> Landlord Agent (Broker represents Landlord only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Fax _____ Email _____ Licensee(s) is: <input type="checkbox"/> Landlord Agent (all company licensees represent Landlord) <input type="checkbox"/> Landlord Agent with Designated Agency (only licensee(s) named above represent Landlord) <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: \_\_\_\_/\_\_\_\_

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

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rev. 9/17; rel. 1/18

1 **1. LEASE DATE AND RESPONSIBILITIES**

2 This Lease for the Property, dated \_\_\_\_\_, is between the Landlord and Tenant. Each Tenant is individu-  
3 ally 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 7(H) for additional information)

11 Payable to: \_\_\_\_\_ Phone: \_\_\_\_\_  
12 Address: \_\_\_\_\_

13 **Maintenance Requests**

14 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
15 Address: \_\_\_\_\_

16 Email: \_\_\_\_\_ Website: \_\_\_\_\_

17 **Emergency Maintenance Contact**

18 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
19 Email: \_\_\_\_\_ 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 (C) Tenant is required to vacate the Property on the Ending Date unless the parties have entered into a Renewal Term as described in  
24 Paragraph 5.

25 **5. RENEWAL TERM**

26 Unless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of \_\_\_\_\_ (month-to-month  
27 if not specified) at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice re-  
28 quires Tenant or Landlord to give at least \_\_\_\_\_ days (30 if not specified) written notice before Ending Date or before the end of any  
29 Renewal Term. Any renewal will be according to the terms of this Lease or any written changes to it.  
30  This Lease will TERMINATE on the Ending Date unless extended in writing.

31 **6. SECURITY DEPOSIT**

32 (A) The Security Deposit will be held in escrow by Landlord, unless otherwise stated here \_\_\_\_\_  
33 at (financial institution): \_\_\_\_\_  
34 Financial institution Address: \_\_\_\_\_

35 (B) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing address  
36 where Landlord can return the Security Deposit. If Tenant fails to do this, Landlord will not have to provide the list of damages and  
37 the remaining security deposit to Tenant as stated in subparagraph (C), below and in the Pennsylvania Landlord and Tenant Act.

38 (C) Within 30 Days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property for  
39 which the Landlord claims Tenant is responsible. Any remaining Security Deposit will be returned to Tenant within 30 days after  
40 Tenant moves from the Property. **TENANT IS ADVISED THAT FAILURE TO PROVIDE LANDLORD WITH A FOR-**  
41 **WARDING ADDRESS MAY CAUSE TENANT TO LOSE SOME RIGHTS.**

42 (D) Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Tenant may be respon-  
43 sible for any unpaid expenses remaining after Landlord deducts costs from the security deposit.

44 **7. RENT**

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

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

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

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

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

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

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

57 **Tenant initials:** \_\_\_\_\_ / \_\_\_\_\_

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

- 58 (H) Landlord will accept the following methods of payment: (  Cash ) (  Money Order ) (  Personal Check )  
 59 (  Credit Cards ) \_\_\_\_\_ (  Cashier's Check ) (  Other: \_\_\_\_\_ )  
 60 Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).  
 61 (I) The first \$ \_\_\_\_\_ of Rent due will be made payable to \_\_\_\_\_ (Broker  
 62 for Landlord, if not specified). The Security Deposit will be made payable to Landlord, or Landlord's representative.  
 63 (J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

64 **8. PAYMENT SCHEDULE**

	<b>Due Date</b>	<b>Paid</b>	<b>Due</b>
66 (A) Security Deposit: _____	_____	\$ _____	\$ _____
67 (B) First month's Rent: _____	_____	\$ _____	\$ _____
68 (C) Other: _____	_____	\$ _____	\$ _____
69 (D) Other: _____	_____	\$ _____	\$ _____
70 (E) Other: _____	_____	\$ _____	\$ _____
71 <b>Total Rent and security deposit received to date:</b>		\$ _____	
72 <b>Total amount due</b>			\$ _____

73 **9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS**

- 74 (A) Tenant will use the Property as a residence ONLY.  
 75 (B) Not more than \_\_\_\_\_ people will live at the Property. List all other occupants who are not listed as Tenants in this Lease:  
 76 Name \_\_\_\_\_  18 or older Name \_\_\_\_\_  18 or older  
 77 Name \_\_\_\_\_  18 or older Name \_\_\_\_\_  18 or older  
 78 Guide or support animals: Type \_\_\_\_\_ Breed \_\_\_\_\_ Name \_\_\_\_\_  
 79  **Additional information is attached**

80 **10. POSSESSION**

- 81 (A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.  
 82 (B) If Tenant cannot move in within \_\_\_\_\_ days (0 if not specified) after Starting Date because the previous tenant is still there or be-  
 83 cause of property damage which makes the Property unsafe, unsanitary, or unfit for human habitation, Tenant's exclusive rights are  
 84 to:  
 85 1. Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until  
 86 the Property is available; OR  
 87 2. End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability  
 88 on the part of Landlord or Tenant.

89 **11. LANDLORD'S RIGHT TO ENTER**

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

97 **12. RULES AND REGULATIONS**

- 98 (A)  Rules and Regulations for use of the Property and common areas are attached.  
 99  Homeowners Association or Condominium rules and regulations for the Property are attached.  
 100 (B) Any violation of the Rules and Regulations is a breach of this Lease.  
 101 (C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant, is intended to protect the condition or  
 102 value of the Property, or improves the health, safety, or welfare of others. Landlord agrees to provide all changes to Tenant in writing.  
 103 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.  
 104 (E) If any fine is imposed on Landlord by the municipality or any other governing body because of the actions of Tenant, or Tenant's  
 105 family or guests, Tenant will reimburse Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.

106 **13. PETS**

- 107 Tenant will not keep or allow any pets on any part of the Property, unless checked below. Guide and support animals are not pets.  
 108  Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules and  
 109 Regulations.

110 **14. CONDITION OF PROPERTY AT MOVE IN**

- 111 Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: \_\_\_\_\_  
 112 \_\_\_\_\_  
 113 \_\_\_\_\_

115 **15. APPLIANCES INCLUDED**  
 116 ( Range/Oven) ( Cooktop) ( Refrigerator) ( Dishwasher) ( Washer) ( Dryer) ( Garbage Disposal)  
 117 ( Microwave) ( Air Conditioning Units -Number: \_\_\_\_\_) ( Other \_\_\_\_\_)  
 118 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: \_\_\_\_\_  
 119 \_\_\_\_\_  
 120 \_\_\_\_\_  
 121 \_\_\_\_\_

122 **16. UTILITIES AND SERVICES**  
 123 Landlord and Tenant agree to be responsible for the following utilities and services provided for the Property as marked below, including  
 124 connection and payment of fees and charges. **If a service is not marked as being the responsibility of Landlord, it is the responsibility**  
 125 **of Tenant to pay for that service.** Landlord is not responsible for loss of service if interrupted by circumstances beyond Landlord's  
 126 control. Tenant will notify Landlord if Tenant receives any notices from utility companies of a pending termination of service.

Landlord	Tenant		Landlord	Tenant	
<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"/>	Air Conditioning Maintenance
<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"/>	Pest/Rodent Control
<input type="checkbox"/>	<input type="checkbox"/>	Trash Removal	<input type="checkbox"/>	<input type="checkbox"/>	Bed Bugs Remediation
<input type="checkbox"/>	<input type="checkbox"/>	Recycling Removal	<input type="checkbox"/>	<input type="checkbox"/>	Snow/Ice Removal
<input type="checkbox"/>	<input type="checkbox"/>	Sewage Fees _____	<input type="checkbox"/>	<input type="checkbox"/>	Telephone Service
<input type="checkbox"/>	<input type="checkbox"/>	Sewer Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	Lawn and Shrubbery Care
<input type="checkbox"/>	<input type="checkbox"/>	Heater Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

140 Comments: \_\_\_\_\_  
 141 \_\_\_\_\_

142 **17. TENANT'S CARE OF PROPERTY**  
 143 (A) Tenant will:  
 144 1. Keep the Property clean and safe.  
 145 2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.  
 146 3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including  
 147 any elevators.  
 148 4. Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.  
 149 5. Obey all federal, state, and local laws that relate to the Property.  
 150 6. Clean up after pets and guide and support animals on the Property, including common areas.  
 151 (B) Tenant will not:  
 152 1. Keep any flammable, hazardous or explosive materials on the Property, with the exception of common household goods intended  
 153 for lawful use.  
 154 2. Destroy, damage or deface any part of the Property or common areas.  
 155 3. Disturb the peace and quiet of other tenants or neighbors.  
 156 4. Cancel or close utility accounts paid by Tenant during the term of the Lease, without the written permission of Landlord.  
 157 5. Make changes to the Property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees that  
 158 any changes or improvements made will belong to Landlord.  
 159 6. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.  
 160 (C) Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with any requirements listed in  
 161 (A) or (B), above.  
 162 (D) **Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant's family, guests, and/or**  
 163 **guide and support animals.**

164 **18. DETECTORS AND FIRE PROTECTION SYSTEMS**  
 165 (A) Landlord has installed (  Smoke Detectors) (  Carbon Monoxide Detectors) (  fire extinguishers) in the Property. Tenant will  
 166 maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed.  
 167 (B) Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broken or malfunctioning  
 168 detectors.  
 169 (C) Failure to properly maintain detectors, replace detector batteries or notify Landlord, maintenance or emergency contact (See Para-  
 170 graph 3) of any broke normal functioning detectors is a breach of this Lease.  
 171 (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these systems is  
 172 stated in the Rules and Regulations, if any.  
 173 (E) Tenant will pay for damage to the Property if Tenant fails to maintain or misuses detectors or other fire protection systems.

174 Tenant initials: \_\_\_\_\_ / \_\_\_\_\_ RL Page 4 of 7 Landlord Initials: \_\_\_\_\_ / \_\_\_\_\_

175 **19. DESTRUCTION OF PROPERTY**

- 176 (A) Tenant will notify Landlord, maintenance or emergency contact (See Paragraph 3) immediately if the Property is severely damaged
- 177 or destroyed by fire or by any other cause. Tenant will immediately notify Landlord, maintenance or emergency contact (See Para-
- 178 graph3) of any condition in the Property that could severely damage or destroy the Property.
- 179 (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue
- 180 to pay rent, even if Tenant cannot occupy the Property.
- 181 (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
- 182 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 until
- 183 the damage is repaired, OR
- 184 2. If the law does not allow Tenant to live on the Property, this Lease is ended.

185 **20. INSURANCE AND RELEASE**

- 186 (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's personal property, or Tenant's guests. Tenant is advised
- 187 to obtain personal property and liability insurance to protect Tenant, Tenant's personal property, and Tenant's guests who may be injured
- 188 while on the Property.
- 189  **IF CHECKED**, Tenant must have insurance policies providing at least \$ \_\_\_\_\_ personal property insur-
- 190 ance and \$ \_\_\_\_\_ liability insurance to protect Tenant, Tenant's personal property and Tenant's guests
- 191 who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term.
- 192 Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation
- 193 of these policies.
- 194 (B) Landlord is not legally responsible for any injury or damage to Tenant, Tenant's family, or Tenant's guests that occurs on the Prop-
- 195 erty.
- 196 (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including reasonable attorney's
- 197 fees associated with that loss, if awarded by a court.

198 **21. HOLDOVER TENANTS**

199 If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and will

200 be causing Landlord financial harm ("damages"). These damages will be equal to the monthly Rent plus 10 %, prorated on a daily

201 basis, plus any additional financial costs, including but not limited to eviction costs and reasonable attorney's fees that may be awarded

202 by a court, incurred as a result of the tenant holding over. These damages are separate from and in addition to Landlord's right to seek

203 reimbursement for any physical destruction to the Property caused by Tenant, Tenant's family, or Tenant's guests.

204 **22. TENANT ENDING LEASE EARLY**

205 Tenant may **not** end this Lease before the Ending Date of the Lease or any Renewal Term unless otherwise agreed to by the parties in

206 writing.

207 **23. ABANDONMENT OF PERSONAL PROPERTY**

- 208 (A) When the Term, or any Renewal Term, ends, Tenant must remove all of Tenant's personal property from the Property. Any of
- 209 Tenant's remaining personal property may be considered abandoned if any of the following apply:
- 210 1. Tenant has vacated the Property after termination of the Lease;
- 211 2. An eviction order or order for possession has been entered in favor of Landlord, and Tenant has vacated the Property and re-
- 212 moved almost all of Tenant's personal property;
- 213 3. An eviction order or order for possession has been entered in favor of Landlord;
- 214 4. Tenant has vacated the Property, removed almost all of Tenant's personal property and provided Landlord with written notice of
- 215 a forwarding address; OR
- 216 5. Tenant has vacated the Property without showing an intent to return, Rent is more than 15 days past due and Landlord has posted
- 217 notice regarding Tenant's rights to Tenant's personal property.
- 218 (B) Before Landlord may remove or dispose of Tenant's personal property, Landlord must provide written notice to Tenant. Tenant will
- 219 have ten days from the date the notice was post marked to:
- 220 1. Retrieve Tenant's personal property, OR
- 221 2. Request that Tenant's personal property be stored for up to 30 days. If Tenant requests that Tenant's personal property be stored
- 222 by Landlord, Tenant understands and agrees that storage will be provided at a location chosen by Landlord, and that Tenant will
- 223 be responsible for storage costs.
- 224 (C) If Tenant dies and leaves personal property in the Property, then this paragraph does not apply. See Paragraph 28, below.

225 **24. LANDLORD REMEDIES IF TENANT BREACHES LEASE**

- 226 (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
- 227 1. Taking possession of the Property by going to court to evict Tenant.
- 228 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term
- 229 or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish
- 230 Tenant's wages and take Tenant's personal assets, such as goods, furniture, motor vehicles and money in bank accounts.
- 231 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
- 232 4. Tenant paying for Landlord's reasonable attorney's fees and costs, if awarded by a court.

233 Tenant initials: \_\_\_\_\_ / \_\_\_\_\_

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

(B) **IF TENANT BREACHES THIS LEASE FOR ANY REASON, TENANT UNDERSTANDS AND AGREES THAT TENANT HAS WAIVED OR GIVEN UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT PERIOD FOR PROVIDING NOTICE IS REQUIRED BY LOCAL ORDINANCE OR IS STATED HERE:** \_\_\_\_\_

**25. TRANSFER AND SUBLEASING**

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

**26. SALE OF PROPERTY**

- (A) If Property is sold, Landlord will give Tenant in writing:
1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
  2. The name, address and phone number of the new landlord and where Rent is to be paid, if known.
- (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord.
- (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

**27. IF GOVERNMENT TAKES PROPERTY**

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

**28. DEATH OF TENANT DURING LEASE TERM**

- (A) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant's personal property remains in the Property, the personal property will not be considered abandoned as defined in the Landlord and Tenant Act. When a tenant dies and leaves behind personal property, the treatment of that personal property is governed by Title 20 of the Pennsylvania Consolidated Statutes relating to decedents, estates and fiduciaries.
- (B) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant is the sole tenant of the Property, Tenant's representative may terminate this Lease upon 14 days written notice to Landlord. When Tenant's representative terminates this Lease pursuant to this Paragraph, the date of termination will be the last day of the second calendar month that follows the calendar month in which Tenant died or upon surrender of the rental unit and removal of all of Tenant's personal property, whichever occurs later.
- (C) Tenant's estate will be required to pay Rent, Additional Rent and any other sums due to Landlord, including expenses that Landlord may incur as a direct result of Tenant's death. Tenant's estate is not required to pay any penalty, and is not liable for any damages, to Landlord for breach of contract or early termination of the Lease.

**29. TENANTS' RIGHTS**

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

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

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

- Property was built in or after 1978. No Lead-Based Paint Hazards Disclosure is required.
- Property was built before 1978. **Before signing this Lease, Tenant must receive a separate Lead-Based Paint Hazards Disclosure** disclosing the presence of lead-based paint and lead-based paint hazards on the Property, such as PAR form LPDR, and a federally approved pamphlet on lead poisoning prevention.

**31. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT**

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

**32. CAPTIONS**

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

**33. ENTIRE AGREEMENT**

This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this

290 Tenant initials: \_\_\_\_\_ / \_\_\_\_\_

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

291 Lease are valid unless in writing signed by both Landlord and Tenant, including modifications made to the Rules and Regulations under  
292 Paragraph 12.

293 **34. SPECIAL CLAUSES**

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

- 295  Change of Lease Terms Addendum (PAR Form CLT)
- 296  Pet Addendum (PAR Form PET)
- 297  Residential Lead-Based Paint Hazards Disclosure Form for rentals (PAR form LPDR)
- 298  \_\_\_\_\_
- 299  \_\_\_\_\_

300 **(B) Additional Terms:**

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314 **NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.**  
315 **If a real estate licensee is involved in the transaction on behalf of either party, by signing below, Landlord and Tenant acknowl-**  
316 **edge receipt of the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.**

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

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

320	TENANT _____	DATE _____
321	TENANT _____	DATE _____
322	TENANT _____	DATE _____
323	CO-SIGNER _____	DATE _____
324	CO-SIGNER _____	DATE _____
325	CO-SIGNER _____	DATE _____
326	LANDLORD _____	DATE _____
327	LANDLORD _____	DATE _____
328	<b>EXECUTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKER/ASSOCIATE BROKER</b>	
329	_____	DATE _____

330 **LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

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

334	<b>CURRENT LANDLORD</b> _____	<b>DATE</b> _____
335	<b>CURRENT LANDLORD</b> _____	<b>DATE</b> _____
336	<b>NEW LANDLORD</b> _____	<b>DATE</b> _____
337	<b>NEW LANDLORD</b> _____	<b>DATE</b> _____