



## 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 \_\_\_\_\_, 20\_\_ 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) The term of this lease is \_\_\_\_\_ beginning on \_\_\_\_\_, 20\_\_ 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**
  - D) 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
  - E) 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
  - F) The tenant will only use the property for residential purposes
  - G) 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**
  - H **SECURITY DEPOSIT:**
    - 1) The amount of the security deposit is \$\_\_\_\_\_
    - 2) 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
    - 3) The tenant cannot use the security deposit to pay rent without the written approval of the landlord
    - 4) The **LANDLORD** can use the security deposit for unpaid rent and damages that are the tenant's responsibility beyond normal wear and tear
    - 5) 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) thirty 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

**4. UTILITIES:**

Tenant agrees to pay all utilities and/or services based upon occupancy of the premises except \_\_\_\_\_

**5. OCCUPANTS:**

Guest(s) staying over more than \_\_\_\_ days without the written consent of the **LANDLORD** shall be considered a breach of this agreement **ONLY** the following individuals and/or animals, **AND NO OTHERS** shall occupy the subject residence for more than \_\_\_\_ days unless the expressed written consent of the **LANDLORD** is obtained \_\_\_\_ days in advance:

\_\_\_\_\_

\_\_\_\_\_

**6. LIQUID FILLED FURNISHINGS:**

No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the **LANDLORD** Tenant also agrees to carry insurance deemed appropriate by **LANDLORD** to cover possible losses that may be caused by such items

**7. INSURANCE:**

Tenant acknowledges that **LANDLORD'S** insurance **does not** cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall **LANDLORD** be held liable for such losses Tenant is hereby advised to obtain his own insurance policy to cover any personal losses

**8. 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

**9. LANDLORDS 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**

**10. 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) Agree **not** to install any external antennae, which shall include but not be limited to antenna for television, CB radio, FM reception, short-wave radio & satellite dish without prior written consent of landlord
- 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) Keep nothing on the property that is highly flammable, dangerous or substantially increases the danger of fire or injury

**11. LANDLORD RESPONSIBILITIES:**

The **LANDLORD** promises to:

- A) Maintain the property and common areas in the manner required by 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

**12. LANDLORD RIGHTS:**

- A) The tenant waives the **Notice To Quit** otherwise required by law This means that the **LANDLORD** may require the tenant vacate and surrender the apartment immediately with no prior notice
- 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

**13. 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) fifteen 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

**14. 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

**15. 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

**16. REPORT TO CREDIT/TENANT AGENCIES:**

You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report

**17. LEAD NOTIFICATION REQUIREMENT:**

For rental dwellings built before 1978, Tenant acknowledges receipt of the following: (Please Initial)

- \_\_\_\_ Lead Based Paint Disclosure Form
- \_\_\_\_ EPA Pamphlet

**18. NOTICES:**

All notices to **TENANT** shall be served at Tenant’s premises and all notices to **LANDLORD** shall be served at: \_\_\_\_\_

**19. 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. **NO ORAL AGREEMENTS HAVE BEEN ENTERED INTO ALL** modifications or notices shall be in writing in order to be valid.

\* 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.

**20. ADDITIONAL TERMS & CONDITIONS:**

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\_\_\_\_\_  
LANDLORD OR AGENT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TENANT