

RESIDENTIAL LEASE

LR

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

LANDLORD'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) Orens Brothers Real Estate, Inc. PHONE (215) 222-4412
ADDRESS 4415 Chestnut St. Ste 202 Phila PA 19104 FAX (215) 387-1618
LICENSEE(S) Designated Agent? Yes No
BROKER IS THE AGENT FOR LANDLORD. OR (if checked below):
Broker is NOT the Agent for Landlord and is a/an: AGENT FOR TENANT TRANSACTION LICENSEE

TENANT'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) PHONE
ADDRESS FAX
LICENSEE(S) Designated Agent? Yes No
BROKER IS THE AGENT FOR TENANT. OR (if checked below):
Broker is NOT the Agent for Tenant and is a/an: AGENT FOR LANDLORD SUBAGENT FOR LANDLORD TRANSACTION LICENSEE

When the same broker is Agent for Landlord and Agent for Tenant, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Landlord and Tenant. If the same Licensee is designated for Landlord and Tenant, the Licensee is a Dual Agent. Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Lease.

PARTIES

1. This LEASE, dated is between
LANDLORD(S) Orens Brothers Real Estate, Inc., agent for 1000 Diamond St. LP
TENANT(S) called "Landlord," and
called "Tenant," for
the Property located at 1000 Diamond St Unit, Philadelphia, Pa 19122
called "Property."
Each Tenant is individually responsible for all obligations of this Lease, including rent, late fees, damages and other costs.

2. CO-SIGNERS
Co-signers: \*\*
Each Co-signer is individually responsible for all obligations of this Lease, including rent, late fees, damages and other costs. Co-signers do not have the right to occupy the Property as a Tenant without the Landlord's prior written permission.

3. LANDLORD CONTACT INFORMATION
Rental Payments: Maintenance Requests:
Payable to: Orens Brothers Real Estate, Inc. Contact: Front Desk
Address: 4415 Chestnut St. Ste 202 Address: 1000 Diamond St.
Philadelphia, PA 19104 Philadelphia PA 19122
Phone #: (215) 222-4412 Phone #:
Fax #: (215) 387-1618 Fax #:

RENTAL TERM

4. START AND END DATES OF LEASE (also called "Term")
(A) Start Date: August 24, 2012, at 12 a.m. p.m.
(B) End Date: July 31, 2013, at 12 a.m. p.m.
5. RENEWAL TERM (check one)
[X] This Lease will AUTOMATICALLY RENEW for a term of 1 year (also called the "Renewal Term") at the End Date of this Lease or at the end of any Renewal Term unless:
1. Tenant gives Landlord at least 90 days written notice before End Date or before the end of any Renewal Term, OR
2. Landlord gives Tenant at least 90 days written notice before End Date or before the end of any Renewal Term.
[ ] This Lease will TERMINATE on the End Date unless extended in writing.

31 Tenant Initials: LR Page 1 of 5 Landlord Initials:



**RENT AND DEPOSIT**

32 **6. RENT**

- 33 (A) Rent is due in advance, without demand, on or before the 1st day of each month.
- 34 (B) The total Rent due each month is: .....\$ \_\_\_\_\_
- 35 (C) The total amount of Rent due during the Term is: .....\$ \_\_\_\_\_
- 36 (D) If Rent is more than 5 days late, Tenant pays a Late Charge of: .....\$ 50.00
- 37 (E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent. 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 against the current Rent due.
- 39 (G) Tenant will pay a fee of \$ 25.00 for any payment that is returned by any financial institution for any reason. Any
- 40 Late Charge will continue to apply until a valid payment is received.
- 41 (H) Landlord will accept the following methods of payment:  Cash  Money Order  Personal Check
- 42  Credit Cards  Other: \_\_\_\_\_  Other: \_\_\_\_\_

45 **7. PAYMENT SCHEDULE**

	<b>Due Date</b>	<b>Paid</b>	<b>Due</b>
(A) Security Deposit, held in escrow by: <u>Orens Brothers</u>	<u>at signing</u>	\$ _____	\$ _____
Held at (financial institution): _____			
(B) First month's rent: <u>for September (August free)</u>	<u>at move-in</u>	\$ _____	\$ _____
(C) Other: _____	_____	\$ _____	\$ _____
(D) Other: _____	_____	\$ _____	\$ _____
<b>Total Rent and security deposit received to date:</b> .....		\$ _____	
<b>Total amount due:</b> .....		\$ _____	

53 **8. RETURN OF SECURITY DEPOSITS (see Information Regarding Security Deposits on back)**

- 54 (A) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing address where Landlord can return the Security Deposit.
- 55 (B) Within 30 days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property that Landlord claims Tenant is responsible for.
- 56 (C) Landlord may deduct repair costs and any unpaid rents from Tenant's Security Deposit. Any remaining Security Deposit will be returned to Tenant within 30 days after Tenant moves from the Property.

**CARE AND USE OF PROPERTY**

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

- 61 (A) Tenant will use Property as a residence ONLY.
- 62 (B) Not more than \_\_\_\_\_ people will live on Property. List all other occupants who are not listed as Tenants in paragraph 1: \_\_\_\_\_
- 63 \_\_\_\_\_
- 64 \_\_\_\_\_

65 **10. POSSESSION**

- 66 (A) Tenant may move in (take possession of the Property) on the Start Date of this Lease.
- 67 (B) If Tenant cannot move in within \_\_\_\_\_ days after Start Date because the previous tenant is still there or because of property damage, Tenant's exclusive rights are to:
  - 68 1. Change the starting date of the Lease to the day when property is available. Tenant will not owe rent until Property is available; OR
  - 69 2. End the Lease and have all money already paid as rent or security deposit returned, with no further liability on the part of Landlord or Tenant.

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

- 74 (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair, or show the Property. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or they have written permission from the Landlord.
- 75 (B) When possible, Landlord will give Tenant 24 hours notice of the date, time, and reason for the visit.
- 76 (C) In emergencies, Landlord may enter Property without notice. If Tenant is not present, Landlord will tell Tenant who was there and why within 24 hours of the visit.
- 77 (D) Landlord may put up For Sale or For Rent signs on or near Property.

81 **12. CONDITION OF PROPERTY AT MOVE IN**

82 Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: The building and it's

83 apartments are currently under construction.

84 \_\_\_\_\_

85 Tenant Initials: \_\_\_\_\_

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

86 13. APPLIANCES INCLUDED

87  Stove  Refrigerator  Dishwasher  Washer  Dryer  Garbage Disposal  Microwave  
88  Air Conditioning HVAC  Other Flat screen TV  Other Furniture

89 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: \_\_\_\_\_  
90

91 14. UTILITIES AND SERVICES Landlord and Tenant agree to pay for the charges for utilities and services provided for the  
92 Property as marked below. If a service is not marked as being paid by the Landlord, it is the responsibility of Tenant to pay for  
93 that service. Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlord's control.

94	Landlord	Tenant	Landlord	Tenant
95	pays	pays	pays	pays
96	<input checked="" type="checkbox"/>	<input type="checkbox"/> Cooking Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/> Air Conditioning
97	<input checked="" type="checkbox"/>	<input type="checkbox"/> Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/> Cable Television
98	<input checked="" type="checkbox"/>	<input type="checkbox"/> Heat	<input type="checkbox"/>	<input type="checkbox"/> Condominium Fee
99	<input checked="" type="checkbox"/>	<input type="checkbox"/> Hot Water	<input type="checkbox"/>	<input checked="" type="checkbox"/> Parking Fee
100	<input checked="" type="checkbox"/>	<input type="checkbox"/> Cold Water	<input checked="" type="checkbox"/>	<input type="checkbox"/> Maintenance of Common Areas
101	<input checked="" type="checkbox"/>	<input type="checkbox"/> Trash Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/> Pest/Rodent Control
102	<input checked="" type="checkbox"/>	<input type="checkbox"/> Sewage Fees	<input checked="" type="checkbox"/>	<input type="checkbox"/> Snow/Ice Removal
103	<input checked="" type="checkbox"/>	<input type="checkbox"/> Sewer Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/> Telephone Service
104	<input checked="" type="checkbox"/>	<input type="checkbox"/> Lawn and Shrubbery Care	<input checked="" type="checkbox"/>	<input type="checkbox"/> <u>Basic Cable</u>
105	<input checked="" type="checkbox"/>	<input type="checkbox"/> Heater Maintenance Contract	<input checked="" type="checkbox"/>	<input type="checkbox"/> <u>Internet Access</u>

106 Comments: Landlord will expect all Tenants to use any and all utilities at a reasonable  
107 rate. Excessive use of utilities may result in a surcharge to the Tenant(s).

108 15. TENANT'S CARE OF PROPERTY

- 109 (A) Tenant will:
- 110 1. Keep the Property clean and safe.
  - 111 2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
  - 112 3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the  
113 Property, including any elevators.
  - 114 4. Tell Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
  - 115 5. Obey all laws.
- 116 (B) Tenant will not:
- 117 1. Keep any flammable, hazardous and/or explosive materials on the Property.
  - 118 2. Destroy, damage or deface any part of the Property or common areas.
  - 119 3. Disturb the peace and quiet of other tenants or neighbors.
  - 120 4. Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant  
121 agrees that any changes or improvements made will belong to the Landlord.
  - 122 5. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.
- 123 (C) Tenant is solely responsible to pay the costs for repairing any damage that is the fault of Tenant or Tenant's family or  
124 guests.

125 16. SUBLEASING AND TRANSFER

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

129 17. PETS

130 Tenant will not keep or allow any pets on any part of the Property, unless checked below.  
131  Tenant may keep pets with Landlord's written permission according to the terms of the attached Rules and Regulations.

132 18. RULES AND REGULATIONS

- 133 (A) Rules and Regulations for use of the Property and common areas are attached.  Yes  No  
134 (B) Any violation of the Rules and Regulations is a breach of this Lease.  
135 (C) Landlord may change the Rules and Regulations if the change benefits the Tenant or improves the health, safety, or welfare  
136 of others. Landlord agrees to provide all changes to Tenant in writing.  
137 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.

138 19. SMOKE DETECTORS AND FIRE PROTECTION SYSTEMS

- 139 (A) Landlord has installed smoke detectors in the Property. Tenant will maintain and regularly test smoke detectors to be sure  
140 they are in working order, and will replace smoke detector batteries as needed.  
141 (B) Tenant will immediately notify Landlord or Landlord's agent of any broken or malfunctioning smoke detectors.  
142 (C) Failure to properly maintain smoke detectors, replace smoke detector batteries or notify Landlord or Landlord's agent of any  
143 broken or malfunctioning smoke detectors is a breach of this Lease.  
144 (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these sys-  
145 tems is stated in the Rules and Regulations, if any.  
146 (E) Tenant will pay for damage to the Property if Tenant fails to maintain smoke detectors or other fire protection systems.

147 Tenant Initials: \_\_\_\_\_ LR Page 3 of 5 Landlord Initials: \_\_\_\_\_

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

- 149  Property was built in or after 1978. This paragraph does not apply.
- 150  Property was built before 1978. Landlord and Tenant must provide information in this paragraph.
- 151 (A) **Landlord does not know of any lead-based paint or lead-based paint hazards on the Property unless stated below:**
- 152 \_\_\_\_\_ Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord
- 153 \_\_\_\_\_ must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is
- 154 \_\_\_\_\_ there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other
- 155 \_\_\_\_\_ information Landlord has about the lead-based paint and lead-based paint hazards.
- 156 (B) **Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property unless stated below:**
- 157 \_\_\_\_\_ Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on
- 158 \_\_\_\_\_ the Property. List records and reports: \_\_\_\_\_
- 159 \_\_\_\_\_
- 160 \_\_\_\_\_
- 161 (C) **Tenant initial all that are true:**
- 162 \_\_\_\_\_ Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.
- 163 \_\_\_\_\_ Tenant has read the information given by Landlord in paragraph 20 (A) and (B) above.
- 164 \_\_\_\_\_ Tenant has received all records and reports that Landlord listed in paragraph 20 (B) above.
- 165 (D) Landlord and Tenant certify, by signing this Lease, that the information given is true to the best of their knowledge.

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

177 **22. INSURANCE AND RELEASE**

- 178 (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's property, or Tenant's guests. Tenant is advised
- 179 \_\_\_\_\_ to obtain property and liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while
- 180 \_\_\_\_\_ on the Property.
- 181  **IF CHECKED**, Tenant must have insurance policies providing at least \$ enough for their belongings property insurance
- 182 \_\_\_\_\_ and \$ 300,000.00 liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be
- 183 \_\_\_\_\_ injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant
- 184 \_\_\_\_\_ will provide proof of insurance upon request.
- 185 (B) Landlord is not legally responsible for any injury or damage to Tenant or Tenant's guests that occurs on the Property.
- 186 (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including attorney's fees.

**ENDING LEASE**

187 **23. LANDLORD REMEDIES IF TENANT BREACHES LEASE**

- 188 (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
- 189 1. Taking possession of the Property by going to court to evict Tenant. Tenant agrees to pay Landlord's legal fees and
- 190 \_\_\_\_\_ reasonable costs, including the cost for Landlord or Landlord's agent to attend court hearings.
- 191 2. Filing a lawsuit against Tenant for rents, damages and unpaid charges, and for rents and charges for the rest of the Lease
- 192 \_\_\_\_\_ term. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish
- 193 \_\_\_\_\_ Tenant's wages and take Tenant's personal goods, furniture, motor vehicles and money in banks.
- 194 3. Keeping Tenant's Security Deposit to be applied against unpaid rent or damages, or both.
- 195 (B) If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice.
- 196 **TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT**
- 197 **NOTICE PERIOD IS STATED HERE:** \_\_\_\_\_
- 198 \_\_\_\_\_

199 **24. TENANT ENDING LEASE EARLY**

- 200 Tenant may end this Lease and move out of the Property before the End Date of the Lease or any Renewal Term only with written
- 201 \_\_\_\_\_ permission of Landlord, and only if:
- 202 (A) Tenant gives Landlord at least \_\_\_\_\_ days written notice, AND
- 203 (B) Tenant pays Landlord a Termination Fee of \_\_\_\_\_, AND
- 204 (C) Tenant continues to pay all rent until the End Date of the Lease, or any Renewal Term, or until a new tenant is approved
- 205 \_\_\_\_\_ by Landlord and a new lease takes effect, whichever happens first.

206 **25. ABANDONMENT**

- 207 (A) If Tenant abandons Property while Rent is due and unpaid, Landlord has the right to take possession of the Property imme-
- 208 \_\_\_\_\_ diately and to rent the Property to another tenant.

209 **Tenant Initials:** \_\_\_\_\_

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

210 (B) Any of Tenant's personal property or possessions remaining on the Property after Tenant moves out will be considered to  
211 be abandoned property. Landlord will have the right to remove and dispose of any abandoned property in any manner det-  
212 ermined by Landlord. Tenant will pay for the cost of removal and disposal of abandoned property.

213 **26. SALE OF PROPERTY**

- 214 (A) If Property is sold, Landlord will give Tenant in writing:  
215 1. Notice that the Security Deposit has been given to the new landlord, who will be responsible for it.  
216 2. The name, address and phone number of the new landlord and where rent is to be paid, if known.  
217 (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced rent to the new landlord.  
218 (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.  
219 (D) ~~If Landlord sells the Property during the Lease or any Renewal Term, Landlord has the right to terminate this Lease if~~  
220 ~~Landlord gives at least \_\_\_\_\_ days written notice to Tenant. Tenant is not entitled to any payment of damages.~~

221 **27. IF GOVERNMENT TAKES PROPERTY**

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

**ADDITIONAL TERMS**

227 **28. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER** Landlord may have a mortgage on the Property. The  
228 rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the  
229 mortgage lender could take the Property and end this Lease.)

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

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

233 **30. ENTIRE AGREEMENT** This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements  
234 made before are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease  
235 during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant.

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

237 **If Landlord or Tenant are represented by a licensed real estate broker, Tenant and/or Landlord acknowledge receipt of the**  
238 **Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.**

239 **By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory infor-**  
240 **mation set forth in this Lease.**

241 **WITNESS** \_\_\_\_\_ **TENANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

242 **WITNESS** \_\_\_\_\_ **TENANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

243 **WITNESS** \_\_\_\_\_ **TENANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

244 **WITNESS** \_\_\_\_\_ **CO-SIGNER** \_\_\_\_\_ **DATE** \_\_\_\_\_

245 **WITNESS** \_\_\_\_\_ **CO-SIGNER** \_\_\_\_\_ **DATE** \_\_\_\_\_

246 **WITNESS** \_\_\_\_\_ **CO-SIGNER** \_\_\_\_\_ **DATE** \_\_\_\_\_

247 **WITNESS** \_\_\_\_\_ **LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

248 **WITNESS** \_\_\_\_\_ **LANDLORD** **Orens Brothers Real Estate, In**  
**agent for 1000 Diamond St. LP** \_\_\_\_\_ **DATE** \_\_\_\_\_

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

253 **BROKER FOR LANDLORD (Company Name)** Orens Brothers Real Estate, Inc.

254 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

255 **BROKER FOR TENANT (Company Name)** \_\_\_\_\_

256 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

257 **IF LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

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

260 **WITNESS** \_\_\_\_\_ **LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

261 **WITNESS** \_\_\_\_\_ **LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

## **NOTICES AND INFORMATION**

### **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.

#### **INFORMATION REGARDING SECURITY DEPOSITS**

##### **Taking Security Deposits**

During the first year of a Lease, a Landlord may not require a security deposit of more than two months' rent. After the first year of a Lease, this amount cannot exceed one month's rent, and any security deposit of more than one month's rent must be returned to the Tenant. If rent is increased during the first five years a Tenant is in a Property, Landlord may require that the amount of the security deposit be increased as well. After five years, the security deposit cannot be increased even if the rent goes up.

##### **Holding Security Deposits**

If a Security Deposit is more than \$100, the Landlord must keep the Security Deposit in a special bank account called an escrow account. Landlord is required to tell Tenant the name and address of the bank where the escrow account is located, as well as the amount of the deposit in the escrow account. After the second year of a lease the Security Deposit must be in an escrow account that earns interest. Interest that is earned on Security Deposits belongs to the Tenant, but each year Landlord has the right to keep some or all of that interest up to an amount equal to 1% of the Security Deposit to cover certain administrative expenses. [For example, if a Security Deposit of \$500 is held in an escrow account that earns \$10 of interest in a year, Landlord has the option to retain up to 1% of the Security Deposit amount (\$5) out of that interest.] If the interest earned is less than 1% of the Security Deposit amount, Landlord may keep all the interest, but Landlord can **never** take any money out of the original Security Deposit for administrative expenses. After the second year of a lease, any interest belonging to Tenant must be returned to Tenant once a year on the anniversary of the first day of the original lease term.

##### **Returning Security Deposits**

When a lease is ended, Landlord has 30 days to give Tenant a written list of any damage to the Property that Landlord claims Tenant is responsible for. If the cost to repair this damage is less than the amount of the Security Deposit being held, Landlord must return the amount of the deposit not being held back to fix those damages when the list is provided, along with any additional interest that has not yet been paid to Tenant. If damages are more than the amount of the Security Deposit plus interest, Landlord may keep the entire Security Deposit. ***Landlord may not keep any of the Security Deposit to cover damages if a list of damages is not given to Tenant within that 30 day period.*** If Landlord doesn't return Tenant's Security Deposit within 30 days of the end of the Lease, Tenant may sue and Landlord may be required to pay Tenant up to twice the amount of the portion of the Security Deposit that should have been returned. It is the responsibility of Tenant to give Landlord his/her new address after the Lease is ended. ***If Tenant does not provide a new address to Landlord, Landlord is not liable for damages for failing to return Security Deposit monies within 30 days.***

#### **LEAD-BASED PAINT HAZARDS**

##### **Lead Hazards Disclosure Requirements**

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

##### **Lead Warning Statement**

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

### INFORMATION REGARDING MEDIATION

Mediation is a way of resolving problems. A mediator may help the disputing parties reach an agreeable solution without having to involve the courts. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program offered by the local association of REALTORS® or to another mediator. Landlord and Tenant can agree to mediation as part of this Lease (by signing a mediation form to attach to this Lease), or they can sign an agreement to mediate after a dispute arises.

### INFORMATION REGARDING TENANTS' RIGHTS

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.

### INFORMATION REGARDING MOLD AND INDOOR AIR QUALITY

Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen, and viruses) have been associated with allergic responses including upper respiratory congestion, cough, mucous membrane irritation, fever, chills, muscle ache or other transient inflammation or allergy. Claims have been made that exposure to mold contamination and bioaerosols has led to serious infection, immunosuppression and illnesses of neuro or systemic toxicity. Sampling of indoor air quality and other methods exist to determine the presence and scope of any indoor contamination. Because individuals may be affected differently, or not affected at all, by mold contamination, the surest approach to determine the presence of contamination is to engage the services of a qualified professional to undertake an assessment and/or sampling. Assessments and samplings for the presence of mold contamination can be performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services. Information pertaining to indoor air quality is available through the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318. Tenants should immediately notify Landlord if there is any condition in the Property that may lead to the growth of mold or if the Tenant believes that mold growth is present in the Property.

### NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et. seq.) providing for community notification of the presence of certain convicted sex offenders. **Tenants with concerns on this issue are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).**