

Philadelphia Model Lease



**PHILADELPHIA
FAIR LEASE
PROJECT**



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Lease Address

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Year Built

Before 1978 After 1978

Starting Date

/ / 20

Lease Term

Monthly
 Yearly

Duration

Landlord Name :
Address :
Phone : - -

Landlord Responsibilities

- Landlord shall provide a habitable, safe unit, and comply with Philadelphia rental licensing requirements and housing codes.
- Landlord shall respond to and address Tenant's repair requests in a timely manner.
- Landlord shall repair and/or cover the costs of repair for all fixtures and appliances that are owned by the Landlord.
- Landlord shall provide reasonable accommodations for Tenant's disability under the Americans with Disabilities Act.

Tenant Tenant(s) :
Address :
Phone : - -
Other Occupants :

Tenant Responsibilities

- Tenant shall use the property only as a residence, except for incidental business use where it does not violate Philadelphia zoning laws or affect Landlord's ability to obtain insurance.
- Tenant shall timely notify Landlord of repair requests. Tenant shall not damage the residence, and, if Tenant (or guests) does, apart from ordinary wear and tear, Tenant will make repairs at its expense. If Tenant fails to make such repairs in a reasonable time, Landlord, after written notice, may make the repairs and bill Tenant the reasonable costs. Tenant shall notify Landlord immediately if the leased property is damaged by fire or any other cause.
- Tenant shall not make alteration, addition, or improvement to the residence without the prior written consent of Landlord.
- Tenant shall not transfer this lease to anyone else, or to attempt to sublease the property, without Landlord's written permission.
- Tenant shall provide Landlord with a written forwarding address upon move-out.

Monthly Rent Amount

The Rent Amount \$
Payable in advance on or before the _____ day(s) of every month

Late Payment Fees

If Tenant misses a payment, Landlord may assess a penalty of \$25 if rent is not paid by or on the 5th of each month

Payment Methods

Cash
 Card or Money Transfer

Subsidized Housing

Check if this rental is subsidized by HUD

Payment Recipient

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Security Deposit

- Landlord shall place the deposit amount in an escrow account and notify Tenant in writing of the name and address of the bank and the amount of security deposited.
- Landlord shall return the entire Security Deposit to Tenant at the end of the lease term if:
 - (1) the residence is in good condition except for normal wear and tear or damage not caused by Tenant or guests;
 - (2) Tenant does not owe any rent or utility charges to Landlord; and
 - (3) Tenant has not caused Landlord expenses for storage or disposing of unclaimed property.
- If Landlord deducts money from Tenant's Security Deposit, Landlord will itemize the costs and return the Deposit's balance.
- Landlord will return the Security Deposit, or balance, to Tenant no more than thirty days after the tenancy ends.

The Security Deposit Amount \$
 Max. 2 months rent

Smoking Policy

- Smoking is prohibited anywhere inside the property
- Smoking is not allowed, except in
- Smoking is allowed in all area inside the property

Utilities and Services

Payment and/or connection of the following utilities and services shall be the responsibility of each party as follows:

	Landlord	Tenant
Electricity
Water/Sewage
Gas
Trash Removal
Telephone/TV/Internet
Other:
Other:

Breach - Good Causes to Evict

Landlord can bring an action to evict Tenant for material breaches of this Lease, but may not issue a notice to vacate, a notice of non-renewal, or notice to terminate the lease, unless for good cause. Good cause includes significant violations of this lease, like causing property damage, creating a nuisance, or refusing entry when it is permitted. For more detail and a list of examples, see Philadelphia Code §9-804(12).

Landlord Entry Into The Residence

Landlord may only enter the residence with Tenant's permission, or in emergencies, or with 24-hours written notice. Tenant may not unreasonably withhold consent from Landlord to enter the residence during business hours.

End of Lease

After the lease term noted above, the rental shall continue on a month-to-month term until canceled by either party, giving the other party 30 days' written notice. If the lease is month-to-month, the landlord may only cancel the lease for good cause, under Philadelphia Code §9-804(12). When the lease ends, Tenant agrees to return its personal property and keys, and deliver the residence to Landlord in the same condition as it was at the start of the lease; except for normal wear and tear.

Early Termination

Tenant may terminate this lease with 30 days written notice to Landlord. If so, the Tenant will owe the Landlord its actual reasonable re-rental fees, including (1) the cost of acquiring a new tenant and (2) the monthly Rent Amount until the new tenant takes over the lease.

Insurance

Landlord will secure insurance on the building where the leased property is located. Landlord may require Tenant to purchase a basic renter's insurance policy, by checking here:

Role of Addenda

No terms in any future addenda may contradict any of the rights conveyed on this Page.

List of Addenda to the Lease:



! If you see this  or , there is some part you need to fill in or check

For residential housing constructed prior to 1978

"Every lessee of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The lessor of any interest in residential real property is required to disclose to the lessee the presence or absence of any lead-based paint and/or lead-based paint hazards. In residential housing constructed prior to 1978, a comprehensive lead inspection or risk assessment for possible lead-based paint and/or lead-based paint hazards is recommended prior to lease."

For all residential housing

(including housing constructed prior to 1978)

"Every lessee of any interest in residential property is notified that any residential dwelling, regardless of construction date, may have a lead water service line or lead plumbing components. Regardless of the construction date, the Lessor of any interest in residential real property is required to disclose to the lessee the known existence of a lead water service line. You are advised to read the pamphlet containing information on lead water service lines and lead plumbing components provided at the time of entering into the lease."

Tenant Name & Signature

/ / 20

Landlord Name & Signature

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