

## Philadelphia Residential Lease

Click or tap here to enter text.  
2220 Fairmount Avenue  
Philadelphia, PA. 19130  
Office (215) 235-5015  
Fax (215) 235-5070  
jbernstein@spinacpa.com

- 1. Parties** This Agreement, dated Click or tap here to enter text. between Click or tap here to enter text. hereinafter called Landlord, and Click or tap here to enter text. hereinafter called tenant(s) and Click or tap here to enter text. hereinafter called cosigner.
- 2. Premises** Landlord agrees to rent to the Tenant(s) Premises known as Click or tap here to enter text. in the City of Philadelphia, premise consisting of a Click or tap here to enter text. upon the following terms and conditions:

### 3. Conditions

Total rent for the entire length of the lease payable to the Landlord to enter text.	\$ Click or tap here
Base rent shall be paid by the 1st of each month in the amount of to enter text.	\$ Click or tap here
Water allotment shall be paid by the 1st of each month in the amount of to enter text.	\$ Click or tap here
Animal rent shall be paid by the 1 <sup>st</sup> of each month in the amount of to enter text.	\$ Click or tap here
Total shall be paid by the 1st of each month in the amount of to enter text.	\$ Click or tap here
Total prorated rental payment (if moved in later than the 1 <sup>st</sup> of the month) to enter text.	\$ Click or tap here
Security Deposit to enter text. Animal(s) - Click or tap here to enter text.	\$ Click or tap here
Last Month Rent on file	\$ 0.00
Lease term is: enter text.	Click or tap here to

Beginning date of this lease:  
text.

Click or tap here to enter

Ending date of this lease:  
text.

Click or tap here to enter

Please be certain to make your check payable to:  
text.

Click or tap here to enter

Sixty (60) days written notice by either party is required to end this lease at the lease ending date. Renewal length of this lease if not ended by either party is one (1) year. However, the rent for each renewal term will automatically increase by 5% in the event Landlord does not give written notice of a rent increase.

Payment of rent, in full, is due in advance on the 1<sup>st</sup> day of each month that it is due. The Landlord is not required to send a notice of rent due before rent is required to be paid. The Tenant cannot subtract monthly rent for any reason, unless agreed to by the property manager beforehand. Payments are to be made promptly (without demand) to Landlord at **2220 Fairmount Avenue, Philadelphia, PA. 19130.**

For any payment that is not paid in full by the first (**1st**) of any month (no matter the post mark date on check), the Tenant will be assessed a late fee equal to 10% of the total monthly rental amount. Late fee will be assessed on the 2nd day of every month.

Tenant has inspected the rental unit prior to signing this lease agreement and prior to occupancy. Tenant is satisfied with the condition of the rental unit and has relied upon the inspection, not upon any statements made, if any, by management. Tenant agrees that the rental unit is being leased **“AS IS”**. Prior to occupancy landlord will perform cleaning, general maintenance, and painting as deemed necessary by landlord.

Only (Click or tap here to enter text.) people may occupy.

#### 4. Maintenance

Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability. The property management is handled by Spina & Company LLC. Maintenance requests can be called into (215) 235-5015 extension 2 or are welcomed to be emailed to [jbernstein@spinacpa.com](mailto:jbernstein@spinacpa.com). Maintenance issues, per discretion of Landlord, shall only be completed when all rent is paid in full.

#### 5. Utilities and Services

Tenant will pay for the following utilities (gas, electric, water, oil if applicable). Tenant agrees to place all utilities in the name of the tenant and agrees to pay all bills when due. Landlord is not responsible for any inconvenience or loss caused by the interruption of any utilities or services. Failure to put the utilities in the tenants' own name is ground for eviction.

**Apartments and multi-unit buildings: Tenant agrees to pay **listed** water allotment each month with the monthly rent payable on the first of the month.**

SINGLE FAMILY HOMES: For all single-family homes tenants are responsible for water usage and applicable taxes/surcharges. Tenants are responsible in single family homes to place the water service in their own name within 60 days after lease start date. If water service has not been transferred within 60 days of lease start date tenant will bill \$50 late fee/penalty per month. Water Revenue Bureau – 215-686-6880.

#### **6. Notice**

Whenever landlord must send written notice to the Tenant, landlord will send notice by regular mail to the leased property or email using email addresses give to our office by tenant. Whenever Tenant must send written notice to the Landlord, Tenant will send notice by certified mail, return receipt requested to the same address as the rent payment OR email with delivery AND read receipt confirmation. The only acceptable proof of any notice, from Tenant to Landlord, will be a return-receipt card signed by the Landlord or if email correspondence a “delivery confirmation” **AND** a “read receipt confirmation” via email.

#### **7. Inability to Give Possession.**

If, for any reason not caused by the Tenant, the Landlord is unable to give the Tenant possession of the property on the beginning date of the lease, the Tenant can choose to:

- A) Delay the beginning of the lease for up to one month until the Landlord can give possession. The Tenant will not owe rent until the Landlord gives possession.

The Landlord will not have to pay any damages to the tenant for not giving possession on the beginning date of this lease.

#### **8. Lease Renewal**

This lease will automatically renew for a term of **1 year** at the ending date unless Tenant or Landlord gives a **sixty (60)** day written notice.

If Tenant must break this lease agreement before the term is up, they must give a sixty (60) days written notice, have their account paid in full through the duration of the sixty (60) days, and pay a penalty equal to three (3) month's rent.

#### **9. Destruction of Premises**

Landlord will not reduce the rent if there is a fire or other damage. Landlord will decide whether the Leased Unit cannot be lived in due to damage. If the Leased Unit becomes uninhabitable for

any reason, the Lease will end when Tenant pays all rent due to the date that the Leased Unit is vacated.

Landlord is not responsible for any loss, damage or inconvenience to Tenant caused by fire or other causes. Tenants are required to have rental insurance.

#### **10. Tenant's Personal Property & Renter's Insurance**

The Landlord is not responsible for any damage, theft or loss of any sort to the Tenant's personal property. For that reason, the Tenant is required to **obtain rental insurance** to protect his or her personal property. Any personal property left in the lease unit after Tenant has vacated or has been evicted is considered abandoned. Once abandoned this property is considered property of the Landlord and may be disposed of in any manner without notice to the Tenant. Tenant must pay Landlord's cost of disposal for the Tenant's abandoned property.

#### **11. Landlord's Entry onto Property**

A. The Tenant will permit the Landlord, agents of the Landlord, leasing agents, and others accompanying the Landlord or with those with the Landlord's permission to enter the property at reasonable times.

Access will be provided to: Inspect the property, make repairs, alterations, or improvements, supply services, show the property to prospective buyers, mortgage lenders, contractors or insurers. A maintenance request inherently authorizes the Landlord or their agents to enter the unit within the reasonable time frame.

#### **12. Rules & Regulations**

A. Lessee shall not, at any time, alter or change the locks to the premises without the expressed written consent of the lessor.

B. No animals are allowed unless Lessor's approval is first obtained. Permission to have an animal reside in the property can be obtained (at certain times or locations). Cats are \$25 per month additional rent. Dogs are \$50 per month additional rent. Failure to register an animal may be grounds for eviction.

C. All parties listed as Tenant or Co-signer under this lease will be held jointly and severally responsible for all costs associated with this lease.

D. Default. If Landlord files for legal action against Tenant for any reason, or for any breach of lease, such as non-payment of rent, disturbances, criminal activity, etc., Tenant will be responsible for all legal expenses that the Landlord has to pay such as attorney's fee and court costs. Additionally, Tenant will be responsible for any costs associated with the collection of any monies due Landlord.

E. Noise pollution is strictly prohibited.

F. No ironing whatsoever directly on carpeting.

G. Keys must be returned to the Landlord's office on the day that the lease ends. Failure to do so will result in a \$250 charge.

H. Never leave candles burning unattended.

I. Tenant must remove all personal belongings and be moved out on the final day of lease no later than 10am.

J. NO SMOKING. Smoking in unit will result in forfeiture of security deposit.

- K. Subletting, renting, subleasing, AIRBNB is strictly prohibited unless agreed to in writing by landlord.
- L. Tenant is to be out of the property no later than 10am on the final day of the lease, if tenant is not fully vacated by 10am on the last day of the lease tenant will incur a \$750 violation charge.
- M. Tenants are NOT to place or use lockboxes on the property.
- N. Grills and Grilling: No grills or grilling on decks or balconies. Charcoal grills are prohibited. Any grills must be located on ground level. All grills can only be used at least 10 feet away from the building. Any tenant found violating this policy will have their grill confiscated, disposed of, and incur a fine of at least \$250.

### **13. Tenant Promises**

- A. Pay rent when it is due
- B. Obey all laws and Landlord rules that apply to Tenants
- C. Be responsible for and supervise all guests, family, friends, or others in the property or building who are there with the permission of the Tenant.
- D. All information on the Tenant Rental Application is true and accurate.
- E. Keep the property clean and safe.
- F. Use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in a safe and reasonable manner.
- G. Promptly remove all trash, garbage and debris from the property on trash day or the night before, as required by the Landlord and local law.
- F. Not deliberately or negligently destroy, deface, damage, remove any part of the property or grounds, or knowingly permit the Tenant's guests, family or others to do so.
- H. Not unreasonably disturb the peace and quiet of the Landlord, other Tenants or neighbors.
- I. Promptly notify the Landlord in writing of conditions that need repair.
- J. Make no major change to the property, such as painting, rebuilding, removing or repairing without the landlords, prior written consent. If the Tenant decides to undertake any repairs on their own, the Tenant cannot deduct the cost of the repairs from the monthly rent, unless previously discussed and approved of by the Landlord or their agents. At Landlord's discretion, the Tenant may seek reimbursement from the Landlord for reasonable expenses to make the repair, but not for the Tenant's own labor. To be reimbursed, the Tenant must submit all estimates, bills and receipts to prove the cost of repairs. Alterations become the property of the Landlord, unless the Landlord gives written permission to remove them.
- K. Keep nothing in the property that is highly flammable, dangerous or substantially increases the danger of fire or injury.
- L. Allow the Landlord to put up "sale" "rent" or "information" signs.
- M. Not move out of the property before the lease ends.
- N. Tenants may not block or use the sidewalks, entrances, passages, courts, vestibules, corridors, public hallways, stairways, and elevators of the building for any purpose other than to enter or leave the building.
- O. Tenants must keep the leased premises in a good physical state or preservation and cleanliness (good physical condition.)

- P. If the Tenant should give notice to vacate after the sixty (60) day notice deadline expires, but before the expiration date of this lease or of any renewal, they will be held responsible for the lease for the balance of the new term.
- Q. Tenants are responsible for snow removal and salting in all single family homes.
- R. Tenants in all units must check all fire alarms once monthly. Tenants are responsible for replacing batteries in smoke detectors. Non-functioning detectors must be reported to the property manager immediately.
- S. Tenant will inform landlord if leaving unit vacant (unoccupied) for any time longer than 7 days. IN cases of extended absences tenants must take all precautions to protect the premises, including, but not limited to: keeping heat set at minimum during winter months, unplugging multi chord outlets.
- T. Tenant cannot rent apartment using but not limited to services/websites such as Airbnb, VRBO.
- U. NOT to Place a lockbox on the exterior of property.
- V. To keep garbage disposal in working order. Any garbage disposal repair completed by the owner and deemed to be caused by the tenant will incur a charge of \$175.
- W. Change all light bulbs within unit after taking possession.
- X. To not change locks without landlord permission.

**14. Tenant shall be responsible for:**

- A. Resetting circuit breakers.
- B. All loose screws on locks, doorknobs, hinges, cabinets, etc. Tenant agrees to purchase and maintain screwdrivers.
- C. Damage to appliances resulting in abuse or neglect including but not limited to overloading washers, drying sneakers, improperly defrosting freezers or any other damage not listed.
- D. All light bulb changes within the leased property. Proper flood, spot, or other appropriate replacement.
- E. Broken windows after move-in.
- F. All garbage disposal jams and clogs. Tenants agree to purchase and to use only a plunger for these. **NO DRAIN** or any other chemicals may be used in any drain.
- G. ALL DRAIN, TOILET AND SEWAGE LINE CLOGS AND OBSTRUCTIONS. Tenants are not to flush the following items down any toilet; bamboo toilet paper, feminine hygiene products, paper towels, wet wipes of any kind.**
- H. Damages to the property or to an adjoining property as a result of negligence or misuse of appliances, including, but not limited to washer, dishwasher, toilet or sink/tub overflows.
- I. Purchasing and installing new air filters monthly for HVAC system (if applicable)

**15. Landlord Remedies**

- A. If the rent payment is more than five (5) days late, the Landlord can immediately end this lease.
- B. The Landlord can file a lawsuit in court to evict the Tenant for failure to pay rent or other charges required by this lease, the Landlord must give the tenant 10 days written notice to leave the property. This lease ends on the eleventh (11) day after the Landlord gives notice, if the Tenant does not pay.

- C. The Landlord can file a lawsuit to evict the Tenant for failure to comply with any provision of the lease other than for nonpayment of rent or charges; the Landlord must give the Tenant written notice. The notice must describe the Tenant's objectionable conduct and give the Tenant five (5) days to correct the problem.
  - 1. If the Tenant does not correct the problem or if the problem happens again during the lease term, the Landlord can end the lease by giving the Tenant a ten (10) day written notice
  - 2. The lease ends on the eleventh (11<sup>th</sup>) day after the second notice.
- D. These are not the only remedies the Landlord has if the Tenant violates its obligations in the lease. Besides ending this lease and evicting the tenant, the Landlord can sue the Tenant for unpaid rent, for all rents due for the balance of the term of this lease, other damages (including attorneys' fees, collections costs and other costs, losses or injuries).
- E. The Tenant gives up or waives its right to a trial by jury in any lawsuit filed by landlord or Tenant against the other for any reason related to this lease.
- F. The Landlord has the right to require the Tenant to abide by all conditions and promises in this lease. The Landlord does not lose this right merely because it did not exercise or enforce its rights when a Tenant fails to abide by its obligations, including accepting late rent payments from the tenant.
- G. In the event the premises are contracted for sale by the Owner during the lease term, Landlord shall notify Resident in writing of the pending sale and Resident agrees that his tenancy shall terminate (30) days after Resident has been so notified
- H. Landlord allots a maximum of 3 exterminations per year.
- I. If a tenant is evicted, all remaining rent is due at the time of eviction.

## 16. Security Deposits

- A. The Tenant cannot use the security deposit to pay rent without the prior written approval of the Landlord.
- B. The Landlord can apply the security deposit to unpaid rent, late fees, for expenses, losses or damages, including attorney's fee and other costs associated with the proceedings, caused by the Tenant's failure to abide by its obligations under this lease and for damage to the property caused by the Tenant beyond normal wear and tear. The Landlord can deduct these charges, if any, from the security deposit and will return the balance to the tenant within 30 days. The Tenant must give the Landlord written notice of whom the security deposit should be made payable to and of the tenant's new address within 30 days, if written notice is not received within 30 days of the lease expiration tenant forfeits security deposit.
- C. Tenant must return property to landlord, at the end of the lease, in the same condition the property was initially received. This includes freshly painted, cleaned, and free of debris with all appliances in clean and working condition. If this has not been completed to the satisfaction of the landlord upon the move out inspection, the landlord reserves the right to use the security deposit on file to complete the tasks. If the security deposit does not cover the full expense required to complete the tasks the tenant will be billed the additional amount by invoice.
- D. Failure of the tenant to provide the landlord with a forwarding address in writing, email form only, to the management office, upon termination of the lease or upon

surrender and acceptance of the leasehold premises will result in a forfeiture of security deposit and relieve landlord from any and all liability.

E. Tenant MUST provide landlord proof all utilities are paid in full at the expiration of the lease. If proof is not provided tenants forfeits security deposit.

**17. Taking of Private Property - Condemnation**

The taking of private property for a public purpose is called condemnation. The taking happens either by court order or by transferring ownership to the condemnation agency. If all or part of the property is taken by this process, the lease will automatically end as to the part of the property condemned. The rent will be reduced proportionately for the part condemned. IF the part condemned makes the property unfit for Tenant purposes, the Landlord or the Tenant can end this lease after giving 30 days written notice. The Tenant has no right to money paid by the taking agency to the Landlord; however, the Tenant is entitled to receive relocations benefits, if any, offered by the taking agency.

**18. Tenant Transfer**

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. Upon landlord approval, a sub-leasing/administrative fee of \$500.00 will be charged for each tenant approved to process the addendum.

**19. All tenants Liable**

All signers of this lease are fully responsible to pay rent and abide by all obligations of this lease. If there is more than one Tenant signing this lease, each Tenant is fully responsible for the entire amount of the rent, regardless of whether or not that person still lives in the property.

**20. Priority of lease**

If the property is sold, the purchaser can end this lease. In a foreclosure sale, all mortgages that now or in the future affect the property have priority over this lease. The Tenant agrees to sign all papers needed by the mortgage holder to give priority over this lease. The Tenant gives up or waives a right to have the lease continue after some foreclosure sales.

**21. INDEMNIFICATION**

Landlord/ Landlords agents shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

**22. BED BUGS.**

This building is bed bug free as of move-in date. If tenant carries bed bugs into premises, requiring treatment, owner will conduct treatment. Tenants are obligated to aid in bed bug treatment, including but not limited to, furniture removal, clothes cleaning/storage, and any means deemed necessary by an extermination company of owner's choice. Any treatment costs incurred relating to bed bugs will be billed to tenant and/or deducted from security deposit, as necessary.

**23. Entire Agreement**

This lease contains the entire agreement between the Landlord and the Tenant. This lease creates rights and duties on the Landlord and Tenant.

**24. Package / Mail Delivery**

Landlord is not responsible for mail / package delivery and cannot be held accountable for any loss of mail or packages at property.

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Tenant: \_\_\_\_\_ Date \_\_\_\_\_

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Tenant \_\_\_\_\_ Date \_\_\_\_\_

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Tenant \_\_\_\_\_ Date \_\_\_\_\_

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Cosigner \_\_\_\_\_ Date \_\_\_\_\_

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Landlord or Agent of the Landlord: \_\_\_\_\_ Date \_\_\_\_\_

RESIDENTIAL LEASE DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT OR LEAD-BASED HAZARDS

**Lead Warning Statement**

Housing built before 1978 may contain lead-based hazards. Lead from paint, paint chips, and dust can pose health hazards if not managed 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/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

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.

**Landlord's Disclosure**

(a) Presence of lead-based paint and/or lead-based hazards (Check (i) or (ii) below):

- (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- (ii)  Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

(b) Records and reports available to the landlord (Check (i) or (ii) below):

- (i)  Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): \_\_\_\_\_
- (ii)  Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

- (c)  Tenant has received copies of all information listed above.
- (d)  Tenant has received the pamphlet *Protect Your Family From Lead In Your Home*.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Owner/Agent of the Owner: \_\_\_\_\_ Date \_\_\_\_\_

UTILITY ADDENDUM

Spina & Company LLC  
2220 Fairmount Ave  
Philadelphia, PA 19130  
215-235-5015 –ph.  
215-235-5070- fax

I agree to place all utilities in my name as of the lease start date. I understand that if all required utilities are not switched into my name as of the lease start date that I am in direct violation of this lease agreement and will be subject to a late fee in addition to the standard rates charged by the utility companies for usage.

PGW – 215-684-6730  
PECO – 1-800-494-4000

If applicable:  
Water Revenue Bureau – 215-686-6880  
Action Natural Heating Oil - (215) 365-5300

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Click or tap here to enter text.

**2220 Fairmount Ave**  
**Philadelphia, PA 19130**  
**215-235-5015- fax**  
**215-235-5070 – phone**  
**[jbernstein@spinacpa.com](mailto:jbernstein@spinacpa.com)**

Water Revenue Bureau

Click or tap here to enter text.

Click or tap here to enter text.

Philadelphia, PA 191Click or tap here to enter text.

Dear Sir/madam,

This letter serves as notice that above-named individuals do in fact hold a legal lease with Click or tap here to enter text.at the address of Click or tap here to enter text.Philadelphia, PA 191Click or tap here to enter text.

Please accept this notification as proof of residency and allow the transfer of the water service/bill into the names of the current tenants as listed above.

Please direct any questions, comments, or concerns to my office.

Thank you.

Sincerely,

Bryan Reese

Agent for Click or tap here to enter text.