

LEASE AGREEMENT

1 PARTIES

THIS AGREEMENT made on this date of November 26, 2013 is between [REDACTED] and the Landlord or agent. Allegheny I Housing Limited Partnership (AIHLP)

Agent: The Allegheny West Foundation
Address: 2801 Hunting Park Avenue
Philadelphia, PA 19129
Phone : 215-225-1019

2. PROPERTY

The landlord agrees to rent to the tenant the following property:

2220-28 W. Clearfield Street, Apt. 2C, Philadelphia, Pennsylvania 19132

3. CONDITIONS

- a. The monthly rent is \$600.00.
- b. The term of this lease is for 12 months from December 1, 2013 beginning to November 30, 2014 (ending date).
- c. The total rent for the lease term is \$ \$7,200.00.
- d. **Rent is due in advance on the first (1st) day of the month.** If this lease begins on a different day, the rent for the first month is \$n/a.
- e. If rent is more than 5 days late, the tenant must pay a late fee of \$20.00.
- f. **The security deposit is \$600.00**
- g. This lease will renew unless the landlord or the tenant gives notice by November 30, 2014. The landlord or the tenant must give 30 days written notice to end this lease.
- h. The length of each renewal term of this lease is year to year.
- i. If the landlord makes any changes, including a rent increase, when renewing this lease, the landlord must send the changes to the tenant at least thirty (days) before the end of the lease.
- j. The tenant may use the property only for a single family residence.
- k. The maximum number of people who can live in the property is 2
1. Rules are attached: yes X no _____

m. Before this lease begins, the landlord agrees to make the following repairs, replacements or improvements: _____

n. Tenant will pay rent to:

_____ landlord agent for landlord at this address:

2330 W. Allegheny Avenue
Philadelphia, PA 19132

o. List of utilities or other charges the landlord or the tenant will pay:

	Landlord pays	Tenant pays
Electricity	_____	<u> X </u>
Heat	_____	<u> X </u>
Gas	_____	<u> X </u>
Oil	_____	_____
Hot Water	_____	<u> X </u>
Water & Sewer	<u> X </u>	_____
Lawn Care	_____	<u> X </u>
Snow Removal	_____	<u> X </u>
Other: _____	_____	_____

4. COPIES OF SIGNED LEASE

The tenant does not have to pay rent until the landlord gives the tenant a copy of the lease signed by the landlord and all tenants.

5. 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. End this lease. The landlord must then return any money the tenant has paid.

or

b. 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. If the tenant does not get possession, the landlord must return any money the tenant has paid.

The landlord will not have to pay damages to the tenant if the reason for not giving possession is beyond the landlord's control.

6. DESTRUCTION OR DAMAGE

- a. The tenant will notify the landlord promptly if the property is destroyed or damaged. If the destruction or damage makes the property partly or completely unlivable, the tenant can choose to:
 - 1) Move out as soon as possible. Within 24 hours after the tenant moves out, the tenant must make a reasonable effort to notify the landlord. This lease will end as of the date of moving out.
 - or
 - 2) Continue to occupy that part of the property still livable. The law allows occupancy. Until the landlord repairs the damage, the rent is reduced by the percentage of the property that is unlivable. If the law does not allow occupancy, this lease will end.
- b. If the lease ends, the landlord will return any rent the tenant already paid for the remaining time of the lease plus the security deposit. Section 15 (Security Deposit) of this lease explains the return of the security deposit.
- c. The landlord and the tenant are each responsible for their own negligence and the negligence of their guests, family or any others they allow on the property. The landlord is not required to make repairs caused by the tenant's negligent conduct or by the willful misconduct of the tenant or a person on the property with the tenant's permission.

7. SALE OF PROPERTY

- a. If the landlord sells or transfers the property, the landlord will give written notice to the tenant stating:
 - 1) The name of the new landlord;
 - 2) The address and the telephone number of the new landlord and/or agent.
 - 3) Where and to whom to pay rent; and
 - 4) Whether the landlord has transferred the security deposit to the new landlord. If the landlord does not transfer the security deposit, the landlord must return it to the tenant. Section 15 (security deposit) of this lease explains the return of the security deposit.
- b. A landlord who provides the notice describing the new landlord as required in Section 7.a is not responsible under this lease for events occurring after the sale of the property. If the landlord does not provide the notice, the landlord is responsible for damages the tenant suffers because of no notice or incorrect notice. The landlord agrees to include in any sale or voluntary transfer of the property, a written provision requiring the new landlord to accept all of the obligations of the lease.

8. RULES

All rules are written and are attached to this lease. The rules must agree with this lease. The tenant must follow the rules. The landlord cannot change the rules unless the tenant agrees in writing.

9. LANDLORD'S ENTRY ONTO PROPERTY

- a. The landlord can enter the property at reasonable times on 24 hours notice to the tenant to:
 - 1) Inspect the property.
 - 2) Make repairs, alterations or improvements..
 - 3) Supply services.
 - 4) Show the property to prospective buyers, mortgage lenders, contractors or insurers.
- b. After the tenant or the landlord has given notice to end the lease, the landlord may show the property to future tenants at reasonable times. The landlord can only inspect the property with the tenant present or after the landlord gives the tenant reasonable opportunity to be present. The tenant can refuse entry to any future tenant unless the future tenant enters with a representative of the landlord or has written permission from the landlord.
- c. In case of emergency, the landlord can enter the property at any time without notice to the tenant. If the tenant is not present at the time of entry, the landlord must notify the tenant within 24 hours of the time, purpose and persons who entered the property.

10. TENANT PROMISES

The tenant and other people the tenant allows on the property promise to:

- a. Obey all laws that apply to tenants.
- b. Keep the property clean and safe.
- c. Use all electric, plumbing, sanitation, heating, ventilating, air conditioning and other facilities and appliances in a safe and reasonable way.
- d. Promptly remove all trash, garbage and debris from the property as required by the landlord and local law.
- e. Not deliberately or negligently destroy, deface, diunage₁ or remove any part of the property or grounds.
- f. Not unreasonably disturb the peace and quiet of the landlord, other tenants or neighbors.
- g. Promptly notify the landlord of conditions that need repair.

- h. Make no major change to the property, such as painting, rebuilding, removing or repairing without the landlord's consent. The tenant can make necessary repairs if the landlord does not make the repairs after reasonable notice from the tenant. Alterations become the property of the landlord, unless the landlord gives written permission to remove them.
- i. Keep nothing in the property that is highly flammable, dangerous or substantially increases the danger of fire or injury.
- j. Allow the landlord to put up "sale", "rent" or information signs.
- k. Move out of the property when the lease ends.

11. LANDLORD PROMISES

The landlord promises to:

- a. Operate and keep the property and common areas in the manner required by law.
- b. Keep the property in good repair and good working order. This includes the roof, windows, doors locks, floors, steps, porches, exterior and interior walls, ceilings, foundations and all other structural parts of the property. This also includes electrical, plumbing, sanitary drainage, heating, water heating and ventilating systems. If the landlord provides air conditioning, elevator and security systems, they are included.
- c. Continue all services and utilities that the landlord has agreed to provide under Section 3. (Conditions-o. Utilities) of this lease.
- d. Exterminate to keep the property reasonably free from insects, rodents and other pests. This does not apply to single family properties.
- e. Pay all utility bills that are the landlord's responsibility under section 3. (Conditions- o. Utilities) in order to prevent interruption of service because of nonpayment of bills.
- f. Provide emergency access to utilities serving the property.
- g. If section 3. (conditions - o. Utilities) requires the landlord to provide heat, the landlord will provide heat at a minimum of 68 degrees from October 1 to April 30. The landlord must also provide heat during the rest of the year when the outside temperature falls below 60 degrees. This does not apply when the failure to provide heat is beyond the landlord's control.

12. Termination of Tenancy

- a) The Landlord may terminate or refuse to renew this lease only for Tenant's serious or repeated violation of the terms and conditions of this lease, violation of applicable federal, state or local law, or for other good cause. Other good cause includes but is not limited to:
 - 1) participating in or permitting any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or of persons residing in the immediate vicinity of the premises, or any drug-related criminal activity on or near the premises;
 - 2) failure to comply with any applicable federal, state or local statute, rule or regulation;

- 3) non-payment of rent;
- 4) failure to reimburse Landlord within thirty (30) days of a chargeable repair;
- 5) repeated late payment of rent;
- 6) permitting unauthorized person(s) to live in the leased property;
- 7) repeated or serious damage to the leased property or common areas;
- 8) creating of physical hazards or other hazards that will increase the Landlord's liability insurance premium;
- 9) repeated or serious violations of the lease that disrupt the livability of the property, adversely affect the health or safety of any person or have an adverse financial effect on the property, interfere with the management of the property or interfere with the rights and quiet enjoyment of the other tenants;
- 10) giving Landlord false information regarding income or other factors considered in determining the Tenant's rent; or
- 11) Failure to timely supply Landlord with all required information on the income, composition and eligibility factors of the Tenant's household, including failure to meet the disclosure and verification requirements for social security number.
- 12) Failure to meet eligibility requirements if all household members are or become full time students.

12. b) LANDLORD REMEDIES

- a. Before 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 day after the landlord gives notice, if the tenant does not pay. The landlord may then file a lawsuit in court to evict the tenant.
- b. Before the landlord can file a lawsuit to evict the tenant for failure to comply with any provisions of the lease other than nonpayment of rent or charges, the landlord must give the tenant written notice. The notice must describe the problem and give the tenant 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 10 day written notice.
 - 2) This lease ends on the eleventh day after the landlord gives the second notice. The landlord may then file a lawsuit in court to evict the tenant.
- c. These are not the only remedies the landlord has if the tenant violates or breaks this lease. 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.

In this Section the tenant gives up or waives a right to receive longer notice to leave the property for reasons not related to payment of rent.

13. TENANT RIGHTS AND REMEDIES

- a. Unless the landlord gets the proper court order, the landlord cannot:
 - 1) Lock the tenant out of the property.
 - 2) Stop or reduce utilities or other necessary services.
 - 3) Remove the tenant's belongings from the property.
- b. If the landlord does any of these things the tenant can:
 - 1) Go back into the property;
 - 2) Restore the utilities or necessary services; and
 - 3) End this lease and get back the security. Section 15 (Security Deposit) of this lease explains the return of the security deposit.
- c. The tenant can also sue the landlord to get paid for losses and injuries and to get back the tenant's belongings.

14. LANDLORD RETALIATION PROHIBITED

The landlord cannot increase the rent or decrease services or threaten to evict the tenant because the tenant:

- a. Complains to a government agency or the landlord of a violation of any housing, health, safety or other code requirements at the property.
- b. Joins or helps organize a tenant organization.
- c. Uses any legal rights.

15. SECURITY DEPOSIT

- a. The landlord cannot require the tenant to pay a security deposit that is more than 2 months rent. After the first year, the landlord must reduce the security deposit to no more than one month's rent. After 5 years the landlord cannot increase the security deposit even if the rent goes up.
- b. If the security deposit is more than \$100.00, the landlord must deposit it in a bank escrow account. The landlord must notify the tenant in writing of the name and address of the bank.
- c. After the second year, the landlord must keep the security deposit in an interest bearing account. When the landlord uses an interest paying account, the landlord can keep one percent of the deposit. The landlord must pay the tenant all other interest once a year.
- d. The tenant cannot use the security deposit to pay rent without the written approval of the landlord.

- e. The landlord can use the security deposit for unpaid rent and damages that are the tenant's responsibility beyond normal wear and tear.

- f. 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 the balance with any interest due to the tenant within 30 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.

16. 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 condemning agency.

If all or part of the property is taken by this process, the landlord or the tenant can end this lease after giving 30 days written notice. The tenant can receive relocation benefits from the taking agency.

17. 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.

18. PRIORITY OF LEASE

If this property is sold at a mortgage foreclosure sale, the purchaser can end this lease. In a foreclosure sale, all mortgages that now or in the future affect the property have a priority over this lease. The tenant agrees to sign all papers needed by the mortgage holder to give priority over this lease.

In this Section the tenant gives up or waives a right to have the lease continue after some foreclosure sales.

19. DISPUTES

The landlord and tenant can agree to use an alternative dispute resolution process, such as mediation or arbitration to settle disagreements under this lease.

20. ENTIRE AGREEMENT

This lease contains the complete agreement between the landlord and the tenant. This lease creates legal duties on the landlord and tenant and anyone who lawfully succeeds to their rights or takes their places. The landlord and tenant can change this lease only by a written agreement signed by both of them.

21. TENANT GIVES UP (WAIVES) RIGHTS

By signing this lease, the tenant gives up or waives legal rights that are explained in this section and in Section 12 (Landlord Remedies) and 18 (Priority of Lease)

- a. **In Section 12 (Landlord Remedies), the tenant agrees that the landlord can give the tenant 10 days notice to leave the property for reasons not related to payment of rent. This means the tenant gives up the right to receive a longer notice.**
- b. **In Section 18 (Priority of Lease), the tenant agrees that a mortgage has a priority over the lease. This means a person who becomes an owner of the property through a mortgage foreclosure can end the tenant’s lease.**

22. LEAD-BASED PAINT

“•EVERY LESSEE OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLINGS WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINTLEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICALDAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIOR PROBLEMS AND IMPARIED MEMORY. LEAD POISONINGALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE LESSOR OF ANY INTEREST IN RESIDENTIAL REAL ROPERTY IS REQUIRED TO DISCLOSE TP THE LESSEE THE PRESENCE OR ABSENSE OF ANY LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS. A COMPREHENSIVE LEAD INSPECTION OR RISK ASSESSMENT FOR POSSIBLE PAINT AND/OR LEAD-BASED PAINT HAZARD IS RECOMMENDED PRIOR TO LEASE.”

The paragraph above means within (10) days from the final signing of this lease, the tenant can pay for a complete lead inspection and risk assessment of the rental property by a certified lead inspector. If the inspector reveals that lead-based paint or lead-based paint hazards are present in the rental property, the tenant has:

- a. Two (2) business days after receiving the report to end this lease

AND

- b. Get back all rents and security deposits paid to the landlord.

If the tenant does not end this lease within two (2) days after getting the report, the tenant gives up the right to get an inspection or end this lease.

23. SPECIAL CONDITIONS (The attorney General has not pre-approved any conditions added by the landlord or tenant for compliance with the Pennsylvania Plain Language Consumer Contract Act.)

TENANT

LANDLORD AGENT

TENANT

LANDLORD AGENT

The Office of the Attorney General has approved this lease as complying with the Pennsylvania Plain Language Consumer Contract Act. In the opinion of the Office of Attorney General, a pre-approved consumer contract meets the test of readability under 73 P.S. Section 2205 of the Plain Language Consumer Contract Act. Pre-approval of a consumer contract by the Office of Attorney General only means that simple, understandable and easily readable language is used. It is not an approval of the contents or legality of the contract.

Addendum to Lease

1. LAST MONTH'S RENT

Receipt is acknowledged of \$ -0- towards the last month's rent of occupancy.

2. LATE CHARGES/BAD CHECKS

- a. If rental payments are received in the office of the Landlord more than 5 days past the due date, a penalty of \$20.00 will be due and payable with the rent. Late charges are assessed for the additional administrative expenses of collecting delinquent rents, including, but not limited to, telephone calls, postage, hand delivering notices, and related efforts and burdens that the Landlord would not have incurred had the rent been paid on time.
- b. If the bank, due to insufficient funds, or any other reason returns a check, a penalty of \$25.00 will be assessed in addition to the late fee. The Tenant understands that if two checks are returned to the Landlord for insufficient funds, the Tenant will remit all future rental payments in the form of a money order or certified check only.

3. PLUMBING RESPONSIBILITIES

The Tenant shall be responsible for the cost of removing any obstruction to the kitchen sink, bathroom tub, basin and toilet facilities in the event the obstruction was due to tenant's negligence.

4. Access to Apartment/House locks

- a. The Landlord and its employees and agents may enter the apartment/house after reasonable notice to the Tenant (i) for inspection, maintenance, repairs and improvements. (ii) To show the apartment/house to possible buyers, mortgage lenders, contractors and insurers. (iii) To show it to rental applicants.
- b. The Tenant shall provide the Landlord with home telephone numbers where he/she/they can be reached during the day and evening. The Tenant shall also provide the Landlord with a telephone number of a relative or friend with whom contact can be made for emergency purposes. It shall be deemed adequate notice if the Landlord shall leave a written request at the apartment/house at least twenty-four (24) hours prior to entry. It shall also be deemed that a request for repairs shall be authorization to enter the unit in order to make the repair. At all times, Tenant shall provide the Landlord with a key or keys to the unit. Additional expense incurred by the Landlord as a result of the Tenant's failure to provide keys and/or access to the premises, including but not limited to, additional scheduling costs, shall be borne by the Tenant and shall also be considered a breach of this lease and grounds for eviction.
- c. The Tenant shall not change any locks or install any additional locks, nor make any alterations or changes to the existing door locks or hardware, without the express written permission of the Landlord. In the event that the Tenant wishes to make a change in the lock cylinder, the Tenant must request, in writing, that the Landlord supply and install the replacement cylinder, for which the Landlord shall bill the Tenant. In the event the Tenant fails to comply and the Landlord or Agent is unable to gain access to premises, the cost of changing the locks will be charged to the Tenant at not less that \$75.00 per lock + any additional charges required.
- d. If the apartment/house keys are lost during the business hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, except holidays, the Tenant will be charged \$25.00 + additional expenses, payable in advance. After office hours, the charge is \$75.00 + additional expenses, payable in advance. These charges apply if the Landlord's representative is sent to give the tenant access or change locks.

- e. **The Landlord and its employees and agents may enter the apartment/house at any time, without notice to the Tenant, in case of any emergency.**
- f. **At all reasonable times, the landlord, by itself or its duly authorized agents, may make repairs, alterations and additions to the premises or to the building of which the leased premises is a part.**

5. REPAIR PROCEDURES

- a. **The Landlord shall have the obligation to maintain the premises in a safe, sanitary and habitable condition during the term of this lease or any renewal period.**
- b. **If any repair is needed, the Tenant shall notify the Landlord in writing of the need for the repair. Such request for repair shall be authorization for the Landlord to enter the premises to make the repair.**
- c. **The Tenant shall provide Landlord with access to the premises during reasonable business hours to make such repair.**
- d. **Such repair shall be made within a reasonable period of time depending upon the urgency of the repair, the type of repair and the surrounding circumstances.**
- e. **The Tenant agrees that he or she may not withhold any rent payment because of repairs that are needed on the property unless the property has been certified as “unfit for human habitation” by the Philadelphia Housing Commission, City of Philadelphia, and that to withhold rent is a breach of the terms of this lease agreement and cause for termination of the lease. The Tenant shall be responsible for the cost of any repair made necessary by any act of the Tenant or the Tenant’s invites and shall reimburse the Landlord within ten (10) days after the Landlord submits a bill for cost of such repair.**

6. ALTERATION AND REDECORATION

- a. **The Tenant may not alter or redecorate the apartment unit or house without the Landlord’s written consent. Any alterations or redecoration done without the Landlord’s written consent shall be removed by the Tenant, at the Tenant’s expense, upon demand by the Landlord, and the apartment/house shall be returned to its original condition.**
- b. **The Landlord shall have the right to inspect the premises from time to time to determine whether it has been altered or redecorated without consent or whether such alterations and redecoration, if done with consent, have been properly done in a good and workmanlike manner.**
- c. **Alterations and decorations include, but are not limited to:**
 - (i) **Painting the walls in any color other than the existing white;**
 - (ii) **installing wallpaper of any kind;**
 - (iii) **installing paneling, flooring, carpeting, ceiling tiles, or installing any other objects drilled into or attached in any way to the floors, walls, doors or ceiling of the apartment unit or house.**

7. TENANT INSURANCE

- a. **The Tenant should purchase a Tenant’s Insurance Policy from a reputable insurance company. The policy should remain in full force and effect, and the insurance premiums should be paid by the Tenant during the term of this lease and any renewal term.**
- b. **The Landlord will not be responsible for any damages to personal property of the Tenant, the Tenant’s guests or invitees that would be covered by the Tenant’s Insurance Policy. Neither the**

Landlord nor its agent is an insurer. This does not mitigate the Landlord's obligation to make the necessary repairs upon reasonable notice by the Tenant; but the liability is limited to making the repairs and not to any damages or consequential loss for the failure to make the repairs in a timely manner.

- c. The Landlord is not responsible for any loss of or damage of personal property of the Tenant, guests or invitees that could be covered by a Tenant's Insurance Policy.
- d. Neither the Landlord nor its agents are insurers of the personal property of the Tenant.
- e. If the Tenant intends to assert any claim whatsoever against the Landlord for damage to personal property and/or personal injury, such claim must be asserted in a separate lawsuit and may not be asserted as a set-off or deduction from the rent. The Tenant hereby agrees that should any such claim be asserted as a counter-claim or set-off to rental, the claim shall automatically be waived and the Landlord shall be entitled to a judgement for all rental payments not made as of the date of any court hearing.

8. SECURITY DEPOSITS

- a. At the time of the signing of the lease, the Tenant shall pay to the Landlord a security deposit to be held as security for damages or unpaid rent. After the second anniversary of this lease, the Tenant shall be entitled to interest on sums in excess of \$100.00 at the rate charged by Savings and Loan banks in the Philadelphia area, less one (1%) percent service charge. The security deposit and interest will be paid in accordance with state law, provided the Tenant has complied with his/her/their obligations under this lease. On vacating the premises, the Tenant should turn his/her/their keys into the office and leave a forwarding address.
- b. The security deposit is not to be considered the last month's rent, but rather a deposit insuring that the apartment or house will be left in a satisfactory condition. Normal use is to be expected and if the apartment/house is left clean, with nothing broken or damaged by neglect, the security deposit will be refunded to the Tenant within 30 days. However, if, in the judgment of the management, the Tenant has not left the apartment/house clean, or if it requires repair above normal use, the following charges will be made and deducted from the security deposit.

1. Refrigerator Cleaning	\$15.00
2. Oven/Range Cleaning	\$50.00
3. Kitchen Cabinets – Cleaning	\$20.00
4. Kitchen Floor – Cleaning	\$20.00
5. Bathroom Cleaning	\$35.00
6. Damage to flooring/carpeting (per room) That requires replacement or re-sanding.	\$95.00
7. Replace broken light fixtures- Replacement value plus labor	\$30.00
8. Replacement broken and/or damaged items, i.e. glass, walls, window panes, locks, etc.	Replacement Value
9. Redecorating charge, spackling, repainting, necessitated by the tenant's damage beyond normal wear.	\$75.00 per room

- c. The Tenant acknowledges that at the time of his/her/their taking possession, the interior of to premises are in good condition and repair.

10. NUISANCE BY TENANTS

- a. If any tenant or any tenant's guest causes unreasonable interference with the peaceful and quiet enjoyment of another tenant's property, the Landlord will institute a Landlord-Tenant action

for eviction. In such event, the complaining tenant must be ready, willing and able to appear to testify or to provide witnesses to the incident that gave rise to the complaint. The person testifying must have seen or heard and have direct personal knowledge of the incident that gave rise to the nuisance. Any incident should be immediately reported in writing to the management office so that the alleged wrongdoer can be notified to cease and desist from the improper conduct.

- b. Each tenant that is responsible by a Court of Law or impartial arbitrator of having interfered with the peaceful and quiet enjoyment of another tenant's property may be liable for the loss sustained and legal fees incurred by Management to press the complaint.

11. UNAUTHORIZED OCCUPANTS

All adult occupants of the apartment/house must complete a credit application, pass the normal credit standards, agree to and sign the lease. Any occupant of the apartment/house who has not filled these conditions shall not be bound by the Landlord/Tenant Act nor shall the relationship between the owner and the unauthorized occupant be that of landlord and tenant, and the presence of an unauthorized occupant shall be grounds for eviction of the signers of the lease.

12. CRIMINAL ACTS OF THIRD PARTIES

- a. The Landlord is not responsible for the criminal acts of third parties on or near the premises or in any apartment or house.
- b. All security problems should be immediately reported to the police.
- c. Residents of apartment units or houses are expected to act to protect their own security or the security of their guests or families. These residents may be responsible to other tenants and/or to the management for acting in a manner that jeopardizes the safety of other tenants, their guests and/or invitees.

13. NOTICES TO TERMINATE THE LEASE FOR DEFAULT/END OF TERM AND FOR RENEWAL FOR AN ADDITIONAL TERM

- a. Notice of default under the Landlord and Tenant Act of 1951 is hereby waived.
- b. All notices from the Landlord to the Tenant may be sent by regular mail. Notices from the Tenant to the Landlord shall be sent by certified mail, return receipt requested, and the receipt shall be the sole evidence permitted to be introduced in any court hearing as evidence of notice.
- c. The Landlord-Tenant Complaint shall constitute sufficient notice of claims for rent or breach of any condition of the lease.

14. EVICCTIONS

- a. If rent has not been received in this office by the 5th day after it is due, the Tenant will receive a late notice showing late rent due, plus the late charge.
- b. After the 30th day, a final five-day notice to vacate will be sent. Eviction may be started at this time.
- c. Our office cannot stop eviction proceedings unless all money due is paid, including the late fees, legal fees and court costs. If the rent is not paid, the Landlord shall have the option of filing a Landlord/Tenant Complaint in the Municipal Court of Philadelphia for all rent due at the time that the Complaint is filed and shall be permitted to update the Complaint to include all sums due at the time of the hearing.

- d. This is a lease for the term set forth in Part I and the Tenant is responsible for the entire balance of the lease amount to the ending date, or until the apartment/house is re-rented even if the Tenant is evicted, or the lease is terminated for failure to pay rent or any other default, such as nuisance. The Tenant is also responsible for the costs of re-renting the apartment/house, including, but not limited to, advertising costs, preparation of a new lease, credit investigation, redecoration expenses and other incidental expenses necessary to re-rent the apartment/house. The Tenant will be given credit for the rent collected from the new tenant.
- e. If a Landlord/Tenant Complaint is filed, the Tenant agrees to pay, as additional costs, all costs incurred as a result of his/her/their default, legal fees and court costs.
- f. In the event that the Tenant vacates the premises before the end of the lease term (whether through legal action or voluntarily) and without written release of the obligations by the Landlord, and there is a claim by the Landlord for the monthly rental installment or for any sums due under this lease, and if the Landlord must file suit to collect, the Tenant will be responsible for all attorney's fees and collection costs.
- g. In the event of eviction, all personal property, including furniture and other valuables in the apartment/house will be stored for a period of 30 days only at the Tenants expense, subject of the levy of the Sheriff of Philadelphia.
- h. During eviction proceedings, the Tenant will pay all monies to the Landlord by money order or certified check.

15. CO-SIGNERS

Any co-signer on this lease is fully responsible for all terms and conditions of the lease, except that the co-signer shall not be a resident of the unit. All notices to the co-signer shall be directly sent to the resident of the unit, and all notices sent to the apartment unit or house shall constitute sufficient notice under this lease.

16. LITIGATION BY TENANT

In the event a legal action is brought by the Tenant against the Landlord, directly or indirectly, arising from the terms, obligations or subject matter or this lease, and judgement is not entered in favor of the Tenant, the Tenant agrees to indemnify the Landlord for all legal costs incurred in the action.

17. ESCROW IN EVENT OF DISPUTE

En the event of any dispute between the Landlord and the Tenant concerning amounts due, the Tenant shall continue to pay all rent or, in lieu thereof, shall pay those sums into a joint escrow account with federally insured savings and loan institution. The Tenant, or his or her agent, shall be so-signer on this account. Failure to place the disputed sums into an escrow account with the Landlord, or its agent as co-escrow agent, shall be considered a default in payment of rent and the lease shall be terminated without further notice. The Tenant shall notify the Landlord of his/her/their intention to place disputed sums into an escrow account at the time the rent is due.

18. IT MUST BE IN WRITING

This Lease and any Riders attached to the lease can only be changed or amended in writing. Neither the Landlord nor the Tenant may rely on oral notices, discussions or statements of the other party. It is specifically agreed and understood by the parties that no evidence of any oral or written statements except those signed by the parties purposing to change, or modify, or amend the terms of this lease may be introduced at the time of any arbitration, trial, hearing or other legal proceedings.

Neither the Landlord nor the Tenant shall rely on any verbal statements of any manager, agent, or employee unless it is set forth in writing and signed by the named parties who also executed this lease.

19. Rules and Conditions of Occupancy

- a) **HOUSEKEEPING**-The Tenant is responsible to keep the interior of the apartment clean and clear of trash and garbage. If the Tenant fails to clean the apartment and to keep it clean after notice to do so, the Landlord may terminate this lease on the ground that the apartment is, in the Landlord's sole opinion, dirty, even if the rent is fully paid.
- b) **CLEANLINESS**-The Tenant shall not permit any condition to exist, which allows the breeding of roaches and similar bugs and insects.
- c) **PETS**-No pets will be permitted on the premises.
- d) **TRASH**-All trash must be properly and securely placed in plastic trash bags or trash containers and put in dumpsters, or on the curb in front of the premises.
- e) **COMMON AREAS**-No personal property may be kept in the halls or firetowers, or on the grounds of multi-unit apartment building.
- f) **WASHERS/DRYERS (Apartments)**-Clothes washers and dryers are not permitted in individual apartment units, but will be installed in the basement of the apartment building and maintained by the Landlord for all tenants of the apartment building.
- g) **WASHERS/DRYERS (HOUSES)**-If the Tenant wishes to install a washer and/or dryer in a rental house, the Landlord must be informed in writing and then must approve the request before any installation and maintenance, are the responsibility of the tenant.
- h) **WATERBEDS**-No waterbeds are permitted.
- i) **CARS**-Cars and other vehicles are to be parked only in the areas designated for parking, and must be in operating condition. Any car deemed unsightly due to accident or any other reason must be removed from parking lot or vicinity of the apartment building. All vehicles parked in the lots of the apartment buildings must have current registration tags and inspection stickers. Vehicles without current tags and inspection stickers will be subject to towing at a cost not less than \$75.00. No vehicle repairs are permitted in the parking lot areas or on city streets near Allegheny 1 and Allegheny 2 housing properties. At the parking lots of the apartment buildings, handicapped tenants will be allowed one parking space per household. The remaining available spaces will be reserved for apartment building residents only.
- j) **FLOOR/WALLS/CEILINGS**: The Tenant agrees not to place stick-on carpet tiles on hardwood floors, or place decorative wallpaper or mirrors on walls or ceilings.
- k) **AIR CONDITIONERS**: If the Tenant wishes to install an air conditioner, the Tenant may do so only with the Landlord's written approval, which approval will specify where the unit may be installed and the plug to which the air conditioner may be attached. The Tenant will have to pay for a special electric line (if one is not already installed) to run the air conditioner. If a refrigerator or garbage disposal is installed in the premises at the time of occupancy, the Tenant may use it. However, the Landlord accepts no responsibility for its maintenance and continued performance.
- l) **LOST KEYS**: The tenant is responsible for any replacement or repair services required in the case of lost keys. If the Tenant wishes the Landlord to arrange for this service, the Tenant will be charged its full cost, which will not be less than \$30.
- m) **WINDOWS/SCREENS/STORMS**: The tenant is responsible for the replacement or repair of any broken windows and screens. Tenants may be charged for damage if they cause it; however, Landlord's personnel or contractors must perform actual repairs.
14a PEST CONTROL: The Landlord is responsible for exterminating the unit against any pests, rodents, bees, and other insects. Tenants are responsible to notify the Landlord if there is a need for extermination.
- n) **ICE AND SNOW**: It is the responsibility of the Landlord's personnel and contractors to keep the front sidewalk and steps free of ice and snow at the Rectory and Fox Street apartment buildings.

- o) **WALL COLORS:** Tenants shall not change the colors of paint or wallpaper in a unit without the permission of the Landlord.
- p) **RE-PAINTING:** After four (4) years of occupancy, the Landlord will supply paint to tenants requesting it; however, tenants must supply the labor. Approval of completed work will be subject to a final inspection by the Landlord. The Landlord's personnel or contractors must perform painting at the Rectory and Fox Street apartment buildings.
- q) **GUESTS:** Guests are not permitted to exceed a maximum stay of seven (7) consecutive days.
- r) **OFFICE HOURS:** The office of the Landlord will be closed on all legal holidays, during evenings after 4:00 p.m., and over weekends.

20. Responsibilities Of The Tenant For The Structure, Mechanical Systems, And Grounds, Of The House That Is Leased.

- a) **PLUMBING**
 - 1. Toilet stoppages
 - 2. Leaky faucets
 - 3. Repair of broken pipes due to the Tenant's negligence, and repair of damages to the house that result from pipe leakage.
- b) **ELECTRICAL**
 - 1. Replacement of all lighting fixtures and bulbs.
 - 2. Maintenance of overloaded circuits.
 - 3. Any electrical damage caused by the Tenant's negligence.
- c) **FLOORS & RUGS:** Maintenance and cleaning of all floors, tiles, and rugs.
- d) **OUTSIDE OF PREMISES:** Maintenance and cleaning of porches, sidewalks, and yard. Snow and ice must be removed from walkways within six hours of appearance. Trash is to be placed for collection day. Grass, if any should be cut at least twice each month (May-October). Shrubs and hedges should be trimmed. Leaves should be raked and removed during the fall.
- e) **ACCESS:** The Tenant must provide access to meter readers (water, gas, and electric).
- f) **LOCKS:** Repair of all broken locks.
- g) **WINDOWS:** Repair of all broken windowpanes.

21. Responsibilities Of The Landlord For The Structure, Mechanical Systems, And Grounds Of The House That is Leased.

ROOF: All repairs.

HEATING SYSTEMS: All repairs (except those covered under a service contract with the Tenant).

ELECTRIC WIRING: All repairs.

PLUMBING: Repairs to soil pipe, drainpipes, and plumbing other than toilet stoppages.

ASSISTED HOUSING ADDENDUM TO LEASE AGREEMENT

1. Certification of Income: a) On the commencement of the lease agreement and every one year thereafter, the Tenant shall provide the Landlord with such certifications, verifications, and information as the Landlord may require in order to perform an examination, reexamination or determination of the family's income and eligibility as provided in the rules of the Pennsylvania Housing Finance Agency. Failure to provide such certifications, verifications and information or any falsification or willful misrepresentation thereof shall be deemed to be a violation of the lease agreement. b) If, pursuant to Paragraph 1. above, the Landlord determines that the Tenant's adjusted family income exceeds the maximum limit for initial occupancy or such dwelling unit applicable at the time of such reexamination and redetermination, the Tenant shall be permitted to continue to occupy dwelling unit, provided, however, that the Tenant shall be required to pay the rent of the dwelling unit in accordance with a schedule of conventional rents previously determined by the Agency.

2. Misrepresentation in Application: Any material misrepresentation is the resident's application for the leased premises, whether intentional or otherwise, may be treated by the Landlord, at its sole option, as an act of default hereunder, and all remedies available to the Landlord in the event of other defaults shall likewise be available to the Landlord in such case.

LANDLORD: ALLEGHENY I HOUSING LIMITED PARTNERSHIP (OWNER)
The Allegheny West Foundation (Agent)

By: Ronald E. Hinton, Jr., President Date _____

Tenant Date _____

Tenant Date _____