

RESIDENTIAL LEASE
Derstine Limited Partnership
1292 Allentown Road
Lansdale, PA 19446

1. NAMES OF LANDLORD AND TENANT(S)

- a) Name of Landlord: Derstine Limited Partnership
Phone # 215.362.0227
- b) Address of Landlord 1292 Allentown Road, Lansdale, PA 19446
- c) Address to send rent payments: 1292 Allentown Road, Lansdale, PA 19446
- d) Name(s) of Tenant(s) signing lease _____

2. LEASED PROPERTY

- a) The term “leased property” refers to the location Landlord agrees to rent to Tenant.
- b) The exact address of the leased property is:
84 Derstine Rd, Apartment _____
Hatfield, Pa 19440

3. BEGINNING /ENDING DATES OF LEASE

- a) The initial term of this lease shall be for one (1) year, unless a different initial term is mutually agreed to by Landlord and Tenant(s). However, the initial term of the lease shall not be for a term less than six (6) months.
- b) This lease begins on _____ (“Beginning Date”)
This lease ends on _____ (“Ending Date”)
- c) After the Ending Date of this lease, the lease terms and conditions will continue month-to-month, until the lease is ended by either the Landlord or Tenant.

4. MONEY OWED AT MOVE IN

	Amount	Paid	Due
First month's rent	\$ <u>0</u> (marketing Concession)	\$ <u>0</u>	\$ <u>0</u>
Security Deposit	\$ _____	\$ _____	\$ _____
Rent due for partial month ending on <u>Sept. 30</u>	\$ _____	\$ _____	\$ _____
Furniture	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Air Conditioner	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Other _____	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Total due before possession			\$ _____

5. RENT

- a) The rental amount each month is \$_____ and is due by the first day of each month.
- b) Partial Payments - Tenant shall make all rent payments in full. Payment or receipt of a rent payment of less than the amount stated in the lease is a partial payment. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction or otherwise diminish Landlord's right to collect the balance due or to pursue any other remedy available under this lease, despite, and notwithstanding, any conditional endorsement, stipulation or other statement on any check.
- c) Landlord will send a Notice to Pay or Move ("Notice to Quit") if Landlord does not receive rent by the fifth (5th) day of the month.
- d) A court action to remove tenant may begin on the twentieth (20th) day of the month if Landlord has not yet received rent payment due in full.
- e) Rent Adjustment - The Tenant agrees that the rent may be adjusted from time to time during the term of this lease or any renewal period as described below. Landlord agrees to give Tenant thirty (30) days written notice of any increase in monthly rent. The Tenant agrees to make all rent payments in accordance with the adjustments.
- f) If the monthly rent payments increase more than ten (10%) percent of the then current rent payment, the Tenant may choose to terminate this lease by doing all of the following:
 - 1) Send written notice of termination of the lease within fifteen (15) days of the Landlord's notice to increase monthly rent payments.
 - 2) The written notice must be sent to the Landlord by registered or certified mail,

return receipt requested.

- 3) Pay the Landlord the reasonable and necessary costs of making the leased property ready for occupancy by another Tenant, excepting normal wear and tear of leased property. The Tenant's Security Deposit may be used toward payment of these costs.
- 4) Vacate the leased property before the effective date of the rent increase.

6. LATE FEE CHARGES

- a) Rent is considered late if postmarked after the fifth (5th) day of each month.
- b) If rent is not paid by the fifth day of the month, late fees of one dollar (\$1.00) per day will accrue, beginning from the first day of the month.
- c) This charge is considered past due charges and is due with the following month's rent payment.

7. BAD CHECKS

Tenant agrees to pay a fee of thirty (\$30.00) dollars for any check that is not honored by the bank or credit union. Landlord reserves the right to require future rent payments in the form of a money order or certified check.

8. REPORTING OF PAST RENT OWED

Tenant is aware that Landlord may report any past rent, damages, utilities or other costs owed by Tenant to a credit reporting agency. Tenant understands this reporting could affect Tenant's ability to obtain credit or credit for future housing. Tenant also understands that Landlord may turn delinquent accounts over to a collection agency for further action.

9. ORDER IN WHICH RENT PAYMENT IS APPLIED

Landlord applies rent received to money due from the past in the following order:

- a) Past Due Rent
- b) Other Past Due charges
- c) Current Rent
- d) Other Current Charges
- e) Damages to Leased Property

- f) Legal and Court Costs
- g) Tenant Owed Utility Bills

10. NUMBER OF OCCUPANTS

- a) The most people allowed to live in the leased property is/are 2 Adult(s)
- b) If any unauthorized occupant(s) is living in the leased property, Landlord can:
 - 1) End this lease with thirty (30) days written notice.
 - 2) Require Tenant to pay for all damages caused by unauthorized occupant(s).
- c) Unauthorized occupant(s) is anyone not listed on the lease that has lived in the leased property for more than fourteen (14) days in a row.

11. INSPECTION

- a) By signing this lease, Tenant agrees that the leased property is safe, clean and in good condition and that all appliances and equipment are in good working order.
- b) When signing this lease, Tenant also agrees to sign the Unit Inspection Report (Attachment No. 2), after reviewing it with the Landlord. When this lease ends, Tenant is responsible for all items needing repair not listed on the Unit Inspection Report.

12. UTILITY SERVICES

Landlord and Tenant agree to pay for the utilities and services listed below:

	LANDLORD PAYS	TENANT PAYS
Electricity/Lights	_____	_____X_____
Heat	_____	_____X_____
Lawn and Shrubbery Care	_____X_____	_____
Parking	_____X_____	_____
Sewer	_____X_____	_____
Water	_____X_____	_____
Air Conditioning	_____	_____X_____
Cable	_____	_____X_____

Snow Removal _____ X _____
Other (Specify) _____ _____

13. CHANGES TO THE LEASED PROPERTY

- a) Tenant agrees not to change, alter or redecorate the leased property or equipment without Landlord’s written permission. The following are not permitted:
 - 1) painting of walls a color other than the existing wall color when this lease is signed;
 - 2) installing any wall covering material;
 - 3) installing ceiling tiles, or any other object which requires the drilling of holes in the floors, doors, walls or ceiling.
- b) Landlord-approved changes that the Tenant makes to the leased property belong to the Landlord unless Landlord and Tenant agree otherwise in writing.

14. INSURANCE

- a) Landlord agrees to carry fire and liability insurance on the building. **Landlord does not insure Tenant’s personal property.**
- b) Landlord strongly recommends that Tenant carry fire and liability insurance to protect Tenant, Tenant’s personal property and his/her guest(s) and their property.

15. LANDLORD NOT RESPONSIBLE FOR TENANT’S PROPERTY AND TENANT’S GUEST INJURY

- a) Landlord is not responsible for loss, theft or damage to property of Tenant or Tenant’s guest(s), which is not caused by any act or omission by Landlord or Landlord’s agent(s).
- b) Landlord is not responsible for any injury to Tenant or Tenant’s guest(s) while on the leased property, which is not caused by any act or omission by Landlord or Landlord’s agent(s).
- c) All belongings left by Tenant become Landlord’s property to remove or keep as abandoned property. The cost of disposal and/or storage is charged to Tenant.

16. CARE AND USE OF THE LEASE PROPERTY

- a) **Primary Residence:** Tenant agrees to use the leased property as a private residence only for Tenant and authorized occupants.
- b) **Use of Leased Property:** Tenant agrees not to use the leased property for any unlawful or hazardous purposes. Tenant shall not conduct any business or profession on the leased property or display any signs.
- c) **Obey all Laws:** Tenant agrees to obey government housing regulations, local and state laws, and rules as set forth in the Resident Handbook.
- d) **Keep Safe and Clean:** Tenant agrees to keep the leased property safe against fire and water damage. Tenant agrees to remove trash, garbage and other waste in a safe manner. Tenant further agrees to clean the leased property, equipment and appliances supplied immediately before vacating the leased property and returning it to the Landlord.
- e) **Notice to Landlord:** Tenant agrees to report any breakage, damage or need for repairs to the leased property or equipment to the Landlord. Tenant also agrees to report any suspected water leaks, moisture problems, or mold in the leased property. Tenant also agrees to report to the Landlord any unsafe or unsanitary conditions in the common areas and grounds which may lead to damage or injury. Landlord is not responsible for damage or injury. Landlord is not responsible for damage caused by Tenant's negligent or intentional failure to report to Landlord.
- f) **Heating Sources:** Tenant agrees not to use any heating source other than the one provided in the leased property. Tenant will keep the temperature at 60 degrees or above at all times. If Tenant is unable to comply, Tenant shall notify Landlord in writing and by telephone, prior to allowing the temperature to fall below 60 degrees. Tenant will pay for any damages to the leased property caused by Tenant's failure to maintain a temperature of at least 60 degrees and failing to notify the Landlord.
- g) **Waste of Utilities:** Tenant agrees not to waste utilities furnished by Landlord and not to use facilities or equipment for any improper or unauthorized purpose.
- i) **No Illegal Signs:** Tenant agrees not to place fixtures, signs or fences in or about the premises without the prior permission of Landlord in writing. If such permission is obtained, Tenant agrees, upon termination of the lease, to remove any fixtures, signs or fences, at the option of Landlord, without damage to the leased premises.

- j) **Waterbeds:** Waterbeds are not allowed
- k) **Washer/Dryers:** Washers and dryers are not allowed.
- l) **Freezers:** Freezers are not allowed
- m) **Criminal Activity:** (1) Any criminal activity that
 - (i) threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or
 - (ii) threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or
 - (iii) threatens the health, safety or right to peaceful enjoyment of any on-site property management staff responsible for managing the premises; or
 - (iv) any drug-related criminal activity on or near such premises, engaged in by a resident, any member of the resident's household or any guest or other person under the resident's control; or
 - (v) if the Tenant is fleeing to avoid prosecution, or custody or confinement for convictions, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or
 - (vi) if the Tenant is violating a condition of probation or parole under Federal or State law; or
 - (vii) if a determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right of peaceful enjoyment of the premises by other residents;

Shall each and everyone be grounds for termination of tenancy.

- 2) Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use, of a Controlled Substance as defined in section 201 of the Controlled Substance Act, 21 U.S.C. 802.

- n) **Other Activity:** Any other activity that threatens the health, safety or right to

peaceful enjoyment of the premises by other residents; any other activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; any other activity that threatens the health, safety or right to peaceful enjoyment of any on-site property management staff responsible for managing the premises, engaged in by a Tenant, any member of the Tenant's household or any guest or other person under the Tenant's control shall be grounds for termination of tenancy.

17. TENANT'S RESPONSIBILITIES

- a) **No Noise:** Tenant is responsible for the behavior and conduct of all people, either living with or visiting the Tenant. It is Tenant's responsibility to make sure these individuals behave in a manner that will not disturb neighbors.
- b) **Payment of Utilities:** Tenant agrees to timely pay all utility bills for which Tenant is responsible. Section 12 lists Utility Services which Tenant pays. Tenant shall reimburse Landlord for all unpaid or late payments for Utilities Services which the Landlord incurs on Tenants behalf.
- c) **Locks:** Tenant agrees not to change locks or put additional locks on doors. Landlord may remove, replace and charge Tenant for all unauthorized locks.
- d) **Storage:** Tenant agrees not to store household or personal property outside the leased property, other than in designated storage facilities, without the prior written authorization of the Landlord. Attic and Crawl spaces are not to be used for storage, since this presents a fire hazard.
- e) **Phone Numbers:** Tenant agrees to provide Landlord with current home and work phone numbers and will inform Landlord of any change in these numbers.
- f) **Antenna:** Tenant agrees not to install or attach to the building any antenna or satellite dish.
- g) **Rules:** Tenant agrees to obey the rules as explained in the Resident's Handbook, Or House Rules, if any, which shall be issued to Tenant. The Tenant agrees to obey additional rules established after the effective date of this lease if:
 - 1) The rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
 - 2) The Tenant received written notice of the proposed rules at least thirty (30) days before the rule is enforced.

18. LANDLORD'S RESPONSIBILITIES

- a) **Government Regulations:** Landlord agrees to keep the leased property and common areas as required by law or government regulation.
- b) **Good Repair:** Landlord agrees to maintain the leased property and all equipment provided and common areas and facilities provided for the use and benefit of Tenant in compliance with all applicable local, state and federal laws. The Landlord agrees to respond in a reasonable time to calls by Tenant for services consistent with its obligations.

19. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

- a) Landlord agrees to give Tenant twenty-four (24) hours written notice before entering the leased property. Landlord or person chosen by Landlord has the right to inspect, show, make repairs and do maintenance even if the Tenant is not home.
- b) Landlord or person chosen by Landlord has the right to enter the leased property without notice for an emergency.
- c) Tenant agrees to permit Landlord to place a for sale, rent or other sign on or near the leased property.

20. DAMAGE TO LEASED PROPERTY

- a) Whenever damage is caused by carelessness, misuse, or neglect on the part of Tenant, his/her family, guests or visitors, the Tenant agrees to pay:
 - 1) the cost of all repairs to the leased property, common areas, buildings or facilities resulting from the fire or other casualty caused by Tenant or Tenant's guest and to do so within thirty (30) days after receipt of the Landlord's demand for the repair charges; and
 - 2) rent for the period the unit is damaged, whether or not the leased property is habitable.
- b) Whenever the leased property is damaged to the extent that the Landlord determines that the leased property is not habitable, the lease agreement terminates immediately. Landlord will collect money owed by Tenant, then return the security deposit minus charges against the security deposit. Once the lease has ended, Landlord is not responsible for finding replacement housing for Tenant.

- c) Any window(s), screen(s) or door(s) broken by Tenant or Tenant's guests is the Tenant's responsibility.

21. VEHICLES

- a) Tenant agrees to park cars, trucks and motorcycles in the designated parking areas. All vehicles must be in operating condition and have current registration, license plates and inspection stickers. Tenant further agrees to provide Landlord with proof of insurance on each vehicle using the designated parking areas. Any vehicle not meeting these requirements may be removed by Landlord within forty-eight (48) hours. Tenant agrees to pay towing, storage and other expenses to remove the vehicles(s).
- b) Tenant agrees not to park or store a motor home, camper, trailer, boat, boat trailer or other recreational vehicle without the written permission of Landlord.
- c) Painting, washing, waxing, repairing or servicing of any vehicle is not permitted anywhere on the property.

22. LOST KEYS

- a) If Tenant decides to use a locksmith as a result of locking themselves out of the apartment, Tenant must pay locksmith and provide Landlord with a new key immediately.
- b) If Tenant contacts Landlord to replace a lost key, the cost is three dollars (\$3.00) for a door key or a mailbox key and seventeen (\$17.00) to replace a lost key fob . Landlord will also charge Tenant a re-keying charge of thirty-five dollars (\$35.00) per door lock if any key is not returned at the end of the lease or if Tenant changes locks without Landlord's permission.

23. REPAIRS

- a) Tenant agrees to immediately notify Landlord in writing and by phone of any dangerous or defective conditions on the property or in the leased property. If Tenant fails to do so, Tenant may be responsible for all injury or damage caused by the dangerous or defective condition.
- b) Tenant agrees to pay the total cost of repair for damage caused by Tenant or Tenant's guest(s). This charge is considered damages to leased property and is

due with the following month's rent payment.

- c) Tenant agrees to pay to open all clogged drains, toilets, sinks and traps caused by Tenant's or Tenant's guest(s) actions or inactions.
- d) Landlord is not responsible for any inconvenience or loss that a needed repair might cause.

24. SMOKE DETECTORS

- a) Landlord has supplied working smoke detector(s) in the leased property. If smoke detector(s) are battery operated, Tenant is responsible for battery replacement as needed.
- b) Tenant agrees to notify Landlord immediately if any smoke detector(s) fail(s) to work for any reason.
- c) Tenant agrees not to disconnect a smoke detector or allow anyone else to disconnect it. In the event that a battery operated smoke detector is provided, Tenant agrees not to remove the battery or allow anyone else to remove it. Tenant is responsible for any injuries, damages or loss caused by Tenant or Tenant's guest(s) disconnecting a smoke detector for any reason.

25. PETS NOT ALLOWED

- a) Tenant agrees not to have any pets or animals on the leased property without the written permission of Landlord. If Landlord discovers Tenant has an animal on the leased property, without Landlord's permission, Landlord can:
 - 1) end the lease by giving thirty (30) days notice to Tenant;
 - 2) start a new lease with increases to the security deposit and rent effective immediately; or
 - 3) remove any animal found on the leased property that is not approved by Landlord to an animal shelter or other such location at Tenant's expense.
- b) Tenant agrees to pay Landlord for damages that is caused by the animal.
- c) If Tenant receives Landlord's written permission, Tenant agrees to follow the Pet Addendum which is Attachment No. 4 to this lease.

26. TOGETHER AND INDIVIDUAL LIABILITY

If more than one Tenant signs this lease, each is responsible individually or together for

making full rent payments. This means that if one Tenant moves out, Landlord can make both Tenants or just one Tenant responsible to pay the full rent.

27. ADDITIONAL SIGNERS TO THE LEASE

All signers of the lease are responsible for all financial obligations. This includes but is not limited to: rent, late fees, damages and other costs over and above the security deposit.

28. TENANT MANY NOT TRANSFER OR SUBLEASE

Tenant is not permitted to transfer, sublease or allow anyone else to occupy the leased property without Landlord's written permission.

29. TAKING BY GOVERNMENT

The government has the right to take private land for public use. If the government takes all or part of the leased property this lease ends. Both Landlord and Tenant agree to end this lease as of the date of transfer.

30. REGULARLY SCHEDULED RECERTIFICATION

Every year around the _____ day of ____ _____, Landlord may request the Tenant to report the income and composition of the Tenant's household and to supply any other information required for the purposes of determining the Tenant's Tax Credit eligibility. Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, Landlord may impose a monetary penalty of ten (\$10.00) dollars per day. If the Tenant fails to provide the requested information within thirty (30) days or supplies inaccurate information, the Landlord may terminate this lease with thirty (30) days written notice.

31. TRUTHFUL APPLICATION

If Landlord learns that Tenant is not truthful on the rental application, Landlord may end this lease with thirty (30) days written notice. If the Tenant provides false information

regarding family income family composition or other data on which Tenant's eligibility is determined, the Tenant could become subject to penalties available under federal law. Those penalties include fines up to \$10,000.00 and imprisonment for up to five (5) years.

32. AUTHORIZATION FOR RELEASE OF INFORMATION

Upon request of Landlord, Tenant agrees to execute any and all authorizations, releases and/or forms necessary for Landlord to obtain required data from utility companies regarding Tenant's usage and account information. Failure to comply with this provision will be considered a material breach of the lease agreement.

33. SALE OF PROPERTY

- a) If Landlord sells the property, Landlord will transfer all security deposits and any interest due to the new Landlord. Landlord agrees to notify Tenant about the sale and to provide the name, address and phone number of the new Landlord and where rent is to be paid.
- b) The new Landlord is responsible to Tenant for the return of the security deposit and any interest due after the sale of the property.
- c) Tenant understands that Landlord will not have any more responsibilities in this lease after the property is sold to the new owner.

34. NOTICES

- a) Landlord agrees to send all notices to Tenant in writing. If Tenant is not home, Landlord or Landlord's representative will place the notice on the leased property in an easy to see location.
- b) Tenant agrees to send all notices to Landlord in writing.

35. DEATH DURING LEASE

- a) If a Tenant dies during the term of this lease, then the deceased Tenant's interest in the leased property terminates.
- b) Security Deposit will be returned within thirty (30) days of the end of the lease if:
 - 1) Rent and other charges remaining due are paid in full;
 - 2) All furniture and personal belongings are removed within 30 days and leased property is clean;

- 3) All conditions listed under item 43 (c) through (j) have been satisfied.
- c) If lease is signed by more than one person, the surviving Tenant(s) who signed the lease is (are) responsible to complete the lease.
 - d) If Tenant's personal property is not removed from the leased property within thirty (30) days from the date of death, then Landlord will remove and dispose of the personal property at Tenant's expense with no further responsibility of Landlord.
 - e) If for any reason, the executor of Tenant's estate does not remove Tenant's personal property from the leased property within thirty (30) days and/or if Landlord is unable to gain access in order to dispose of belongings as prescribed in paragraph "d" of this section, then Tenant's estate will be charged the market rent for the leased premises. Market rent will be charged to the Tenant's estate for as long as the deceased Tenant's belongings remain on the leased premises.

36. LANDLORD DOES NOT GIVE UP RIGHTS

- a) If Landlord fails to enforce any clauses in this lease, Landlord may enforce these clauses at a later time without penalty.
- b) If a court finds any clause against the law, all other clauses that are legal are not affected.

37. CHANGING TERMS AND CONDITIONS OF LEASE

- a) Landlord must give Tenant at least thirty (30) days written notice before the end of the initial term or any subsequent term if any terms and conditions are changed. Tenant has fifteen (15) days from the date of receiving the notice to decide to accept or reject the changes in terms and conditions.
- b) If Tenant accepts the changes in terms and conditions by giving Landlord written notice within the fifteen (15) day period or if the Tenant fails to respond within the fifteen (15) day period, the lease continues under the terms and conditions given by Landlord.
- c) If Tenant rejects the changes in terms and conditions by giving Landlord written notice within the fifteen (15) day period, the lease ends at the end of the initial term or subsequent term.

38. RENEWING LEASE

- a) Tenant may end the lease at the end of the initial term, unless otherwise provided. Tenant must give Landlord at least sixty (60) days written notice before the end of the initial term if Tenant does not want the lease to automatically renew.
- b) If Tenant fails to give Landlord sixty (60) days written notice, Tenant shall be liable for an additional month's rent beyond the "ending date" of the lease.
- c) Landlord may end the lease at the end of the initial term, unless otherwise provided. Landlord must give Tenant at least thirty (30) days written notice before the end of the initial term if Landlord does not want the lease to automatically renew.
- d) This lease automatically renews on a month-to-month basis if not ended or changed by either party.
- e) If Tenant is on a month-to-month lease, Tenant or Landlord must give each other thirty (30) days written notice to end the lease.
- f) If Tenant or Landlord notifies the other after the first of the month, the thirty day notice period does not begin until the first day of the next month.
- g) If Tenant does not leave at the end of the lease term, Tenant will pay Landlord a fee of twenty-five (\$25.00) dollars per day of occupancy, however, in no event shall this amount exceed the total housing cost per bedroom size (rent and utilities) as restricted by the Low Income Housing Tax Credit Program.

39. TERMINATION OF TENANCY

- a) The Landlord may terminate this lease for Tenant's failure to comply with the terms and conditions of this lease including, but not limited to:
 - 1) participating in or permitting any criminal activity;
 - 2) failure to comply with federal, state or local statute, rule or regulation;
 - 3) failure to pay rent within the five (5) day grace period;
 - 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) failure to repay unauthorized assistance payments;
 - 11) giving Landlord false information regarding income or other factors considered in determining the Tenant's rent; or
 - 12) 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.
 - 13) failure to meet eligibility requirements if all household members are or become full time students.
 - 14) failure to sign an affidavit to the effect that neither the Tenant nor any members of Tenant's "statutory family," as defined by the Pennsylvania Housing Finance Agency ("PHFA"), owns or possesses directly, indirectly or constructively any interest in the ownership entity or failure to comply at all times with PHFA's non-membership eligibility requirement.
- b) The Landlord shall give the Tenant written notice of termination of the lease. All termination notices shall:
- 1) Specify the date the lease will be terminated;
 - 2) State the grounds for termination of lease;
 - 3) Advise the Tenant that he/she has thirty (30) days within which to vacate the leased property prior to the start of a court action for possession and money damages.

40. LANDLORD'S RIGHTS IF TENANT BREAKS LEASE

- a) If Tenant breaks this lease, Landlord has the right to:
- 1) end this lease;
 - 2) go to court to get back (recover possession) the leased property;
 - 3) hire an attorney to start a court eviction action. If the Court finds in favor of Landlord, Tenant agrees to pay Landlord all legal fees, court costs,

collection agency fees, sheriff or constable fees, moving and storage costs and all other expenses landlord incurs;

- 4) start eviction action without an attorney. If the Court finds in favor of Landlord, Tenant agrees to pay Landlord all court costs, collection agency fees, sheriff or constable fees, moving and storage costs and all other expenses Landlord incurs;
 - 5) go to court to recover rent and other charged due until the end of this lease even if this lease has not ended.
- b) If Landlord wins in court, Landlord can use the court process to take Tenant's personal property, motor vehicles, and money in banks.

41. LEASE SUBORDINATE TO LANDLORD'S MORTGAGE

"*Subordinate*" and "*subordination*" are legal terms that mean that this lease does not have any effect upon the rights of the Landlord's mortgage company. In other words, Tenant's rights under this lease are subordinate to Landlord's mortgage company. If Landlord does not make the mortgage payments, the mortgage company may have the right to end the Landlord's ownership of the leased premises. If the mortgage company sells the leased premises at a mortgage foreclosure sale, the lease *may* end. Tenant agrees that Landlord has the right to mortgage the leased premises. If Landlord has a mortgage on the leased premises now, or if Landlord gets a mortgage in the future, Tenant agrees that this lease is subordinate to the Landlord's mortgage.

42. SECURITY DEPOSIT

- a) If Tenant breaks this lease in any way, the security deposit is not refundable.
- b) Tenant agrees to give Landlord a written forwarding address and return all keys before moving from the leased property. Failure to do so will allow Landlord to keep Tenant's security deposit in full.
- c) Within 30 days of Tenant moving, Landlord shall forward the balance of the security deposit, plus any interest due, along with an accounting of the costs of all damages subtracted from the security deposit.
- d) Landlord will use security deposit money in the following order:
 1. Additional Rent Charges
 2. Tenant-owed Utility Bills
 3. Past Due Rent
 4. Current Rent
 5. Past Due Rent
 6. Current Rent

- 3. Legal and Court Costs
- 4. Other Fees and Costs not paid
- 7. Damages to leased Property
- e) Tenant can not use the security deposit as payment for any month's rent including the last month's rent without court authorization.

43. RETURN OF SECURITY DEPOSIT

Return of Tenant's security deposit is subject to the following conditions:

- a) Full term of lease has ended;
- b) Landlord has received a written forwarding address of tenant before moving;
- c) All rent paid in full;
- d) All keys and other items that Landlord provided are returned;
- e) No damage to the leased property has occurred beyond normal wear and tear;
- f) All personal property has been removed;
- g) The entire leased property has been cleaned, including all appliances and carpets;
- h) Holes in walls, scratches in woodwork, holes or damage to flooring, whether carpeting, tile or wood, have been repaired according to standard practices;
- D) No late charges remain due;
- j) All utility bills are paid in full and written proof given to Landlord;
- k) Compliance with all lease provisions.

44. ATTACHMENT TO THE LEASE

- a) Attachment No. 1 - LIHTC Move-In Certification Form or LIHTC recertification Form.
- b) Attachment No. 2 - Unit Inspection Report
- c) Attachment No. 3 – House Rules
- d) Attachment No. 4 - Pet Addendum for Pet Owners (where applicable)
- e) Attachment No. 5- Transfer to Non-Accessible Unit

45. ADDITIONAL CONDITIONS BETWEEN LANDLORD AND TENANT

THE LANDLORD AGREES NOT TO DISCRIMINATE BASED UPON RACE, COLOR, SEX, AGE, RELIGION, NATIONAL ORIGIN, OR DISABILITY, OR FAMILY STATUS.

THIS LEASE COMPLIES WITH ALL STATE AND LOCAL LAWS.

TENANT AGREES LANDLORD GAVE TENANT TIME TO REVIEW THIS LEASE. IF TENANT DOES NOT UNDERSTAND THE LEASE TERMS, TENANT SHOULD SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS.

THIS LEASE WITH ANY ADDED CLAUSES OR HOUSE RULES IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT. NO OTHER ORAL OR WRITTEN AGREEMENTS ARE PART OF THIS LEASE

Tenant

Landlord

Tenant

Landlord