

PENNSYLVANIA LEASE AGREEMENT

I. THE PARTIES

This Residential Lease Agreement ("Agreement") is entered into on the ____ day of _____, 20____, by and between:

Landlord: _____ ("Landlord"), with a mailing address of:

AND

Tenant(s): _____ ("Tenant").

II. THE PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following property ("Premises"):

Address: _____

City: _____ State: Pennsylvania Zip Code:

Residence Type:

☐ Single-Family Home

☐ Apartment

☐ Condominium

☐ Townhouse

☐ Other: _____

III. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **Fixed Term.** The lease shall begin on the _____ day of _____, 20____ and end on the _____ day of _____, 20____. Upon the end of the term, this Agreement shall:

☐ Convert to a Month-to-Month tenancy.

☐ Terminate.

☐ **Month-to-Month.** The lease shall begin on the _____ day of _____, 20____ and continue on a month-to-month basis until terminated by either party with at least _____ days' written notice (or as required by Pennsylvania law).

IV. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

The rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

V. LATE FEES AND RETURNED CHECKS

If rent is not paid by the _____ day of the month:

☐ A late fee of \$ _____ shall be charged.

☐ A late fee of _____ % of the monthly rent shall be charged.

☐ No late fee shall be charged.

If a check is returned for insufficient funds (NSF), the Tenant shall pay a fee of \$

_____ (not to exceed \$50.00 pursuant to 18 Pa.C.S. § 4105)
in addition to any late fees.

VI. SECURITY DEPOSIT

The Tenant agrees to pay a security deposit in the amount of \$

_____ .

Statutory Limit: Pursuant to 68 P.S. § 250.511a, the security deposit shall not exceed two (2) months' rent during the first year of the lease.

Escrow Account Disclosure:

In accordance with Pennsylvania Landlord and Tenant Act of 1951, Section 511.2, if the security deposit is over \$100.00, the Landlord shall deposit the funds in an escrow account at a federal or state-regulated banking institution.

The Security Deposit is held at the following institution:

Bank Name: _____

Bank Address: _____

Return of Deposit:

Pursuant to 68 P.S. § 250.512, the Landlord shall return the security deposit to the Tenant within thirty (30) days after the termination of the lease or the surrender and acceptance of the premises, whichever occurs later. The Landlord shall provide a written list of any damages and the cost of repairs deducted from the deposit.

VII. UTILITIES AND SERVICES

Responsibility for payments of utilities and services shall be as follows:

Electricity:

☐ Landlord ☐ Tenant

Gas/Heat:

☐ Landlord ☐ Tenant

Water:

☐ Landlord ☐ Tenant

Sewer:

☐ Landlord ☐ Tenant

Trash Removal:

☐ Landlord ☐ Tenant

Cable/Internet:

☐ Landlord ☐ Tenant

Snow Removal:

☐ Landlord ☐ Tenant

Lawn Care:

☐ Landlord ☐ Tenant

Other: _____

☐ Landlord ☐ Tenant

VIII. OCCUPANTS

The Premises shall be occupied only by the Tenant(s) listed in Section I and the following additional occupants:

IX. PETS

☐ **No Pets.** No pets are allowed on the Premises.

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s):

A pet deposit of \$ _____ is required (included in the Security Deposit limit mentioned in Section VI).

A non-refundable pet fee of \$ _____ is required.

X. USE OF PREMISES

The Premises shall be used for residential purposes only. The Tenant shall not use the Premises for any illegal purpose or in any manner that disturbs the peace and quiet of neighbors.

XI. MAINTENANCE AND REPAIRS

Landlord's Duties: The Landlord shall maintain the structure, roof, and mechanical systems (heating, plumbing, electrical) in good working order and ensure the Premises is fit for human habitation in accordance with the Implied Warranty of Habitability recognized by Pennsylvania courts.

Tenant's Duties: The Tenant shall keep the Premises clean and sanitary, dispose of trash properly, and use all appliances and fixtures in a reasonable manner. The Tenant is responsible for damages caused by negligence or misuse.

XII. RIGHT OF ENTRY

The Landlord shall have the right to enter the Premises for inspection, repairs, or to show the property to prospective tenants or buyers. Except in cases of emergency, the Landlord shall provide the Tenant with reasonable notice (typically 24 hours) before entering.

XIII. WAIVER OF NOTICE TO QUIT

IMPORTANT LEGAL NOTICE:

Pursuant to the Pennsylvania Landlord and Tenant Act of 1951 (68 P.S. § 250.501), the Tenant hereby knowingly and voluntarily waives the statutory Notice to Quit requirements. This means that if the Tenant breaches this Agreement (including non-payment of rent), the Landlord may begin eviction proceedings immediately without providing the advance notice periods (10, 15, or 30 days) otherwise required by Pennsylvania law.

XIV. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

- ☐ Before 1978 (Lead-Based Paint Disclosure form must be attached).
- ☐ In 1978 or later.

XV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

XVI. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral. Any amendments to this Agreement must be in writing and signed by both parties.

XVIII. ADDITIONAL TERMS AND CONDITIONS

Additional provisions are as follows:

XIX. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Landlord Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Tenant Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Tenant Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

XX. NOTARY ACKNOWLEDGMENT

Commonwealth of Pennsylvania

County of _____

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____ (Landlord) and

_____ (Tenant(s)), known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Signature of Notary Public: _____

Date: _____ day of _____, 20____

Print Name: _____

(Seal)

My Commission Expires: _____ day of _____, 20____