

# OBR HOUSING RESIDENTIAL LEASE AGREEMENT

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This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by and between Robyn Madara Jay and William Jay, 33 Peppermill Road, Bloomsburg, PA 17815,  
party of the first part, hereinafter referred to as LANDLORD, and \_\_\_\_\_ and  
\_\_\_\_\_, party of the second part, hereinafter referred to as TENANT.

## WITNESSETH:

That the said LANDLORD in consideration of the rents, covenants and conditions  
hereinafter mentioned does lease unto said TENANT, and TENANT leases from the said LANDLORD,  
the following premises:

1010 Old Berwick Road, Apt. # \_\_\_\_\_; Bloomsburg, PA 17815

This lease is subject to the following terms, conditions, covenants and agreements:

**1. RENTAL TERM.** The term of this lease and the term of the TENANT'S right of  
possession of the subject premises shall be from:

Beginning Date \_\_\_\_\_ to Ending Date \_\_\_\_\_

Thereafter it shall become a month-to-month tenancy. If TENANT should move from the  
premises prior to the expiration of this time period, they shall be liable for all rent due until  
such time that the premises is occupied by a LANDLORD approved paying TENANT and/or  
expiration of said time period, whichever is shorter.

After expiration of the leasing period, this agreement is automatically renewed from  
month to month, but may be terminated by either party giving to the other a 30-day  
written notice of intention to terminate. The premises shall be considered vacated only  
after all areas including storage areas are clear of all TENANT'S belongings, and keys and  
other property furnished for TENANT'S use are returned to LANDLORD. Should the TENANT  
hold over beyond the termination date or fail to vacate all possessions on or before the  
termination date, TENANT shall be liable for additional rent and damages which may  
include damages due to LANDLORD'S loss of prospective new renters.

# OBR HOUSING RESIDENTIAL LEASE AGREEMENT

**2. RENTAL PAYMENTS.** As payment for their right to possession of the subject premises, TENANT agrees that she/he will pay to the LANDLORD for the use of said premises:

\$\_\_\_\_\_ each month.

\$\_\_\_\_\_dollars/month

TENANT agrees to pay the monthly rent in advance on or before the \_\_\_\_\_ day of each month. LANDLORD does not have to ask (MAKE DEMAND UPON) TENANT to pay the rent. All payments are to be made by check or money order, and cash shall be acceptable. TENANT agrees to pay rent by first class mail postage prepaid, or in person, to LANDLORD at the place specified by LANDLORD. The first month rent shall be payable on the start date of this Lease Agreement.

TENANT agrees to pay a **LATE CHARGE** of \$\_\_\_\_\_ per day if TENANT does not pay the rent on time. If TENANT mails the rent to LANDLORD, the date of payment will be the date the letter is postmarked.

If rent is in excess of \_\_\_\_\_ days late, or if rent is paid late more than \_\_\_\_\_ months during the lease term, TENANT will be considered in violation of this agreement and subject to eviction.

**Failure to make payments as stipulated above shall constitute a breach and default under this lease. All accounts past due will be subject to the late charge, along with interest at 1.5% monthly, 18% per annum. All cost of collections, including attorney's fees, to be paid for by TENANT.**

**3. UTILITIES.** LANDLORD and TENANT hereby agree to the following allocation of payment for utilities:

<u>UTILITY</u>	<u>PAID BY</u>
Electricity	TENANT
Water and Sewer	LANDLORD
Gas (Heat)	LANDLORD
Refuse Removal	LANDLORD
Recycling	LANDLORD
Internet	LANDLORD
Telephone	TENANT
Cable TV	TENANT

Any failure of the TENANT to pay charges for which they are responsible shall be deemed to be a default under the terms of this lease.

# OBR HOUSING RESIDENTIAL LEASE AGREEMENT

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LANDLORD has the right to temporarily suspend utilities to conduct maintenance and repairs or to protect the property of the LANDLORD and/or TENANT from risk of harm or loss. LANDLORD is not responsible for any damages occasioned as a result of the temporary suspension of any or all utilities.

**4. SECURITY DEPOSIT.** Upon the signing of this lease, TENANT shall be responsible to pay LANDLORD a security deposit in the amount of:

\$ \_\_\_\_\_, \_\_\_\_\_ dollars

The aforementioned security deposit will be applied by the LANDLORD to damages to the subject premises caused by the TENANT, rental arrearages, outstanding utility bills, administrative fees or any other liabilities of the TENANT, pursuant to the terms of this lease. On or before the end of this lease term, TENANT shall designate to LANDLORD the address to which the LANDLORD shall be obligated to send refunds of the security deposit and/or an itemization of damages or utility billings pursuant to the terms of the Pennsylvania Landlord Tenant Act. A written accounting of said charges shall be presented to TENANT within 30 days of move-out. If deposits do not cover such costs and damages, TENANT shall immediately pay said additional costs for damages to LANDLORD. A copy of the final paid electric bill for the rental term must be forwarded to the LANDLORD by the TENANT prior to disbursement of any security deposit refund.

**5. POSSESSION.** If LANDLORD is unable to deliver possession of the residence to TENANTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the TENANT and/or LANDLORD may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

**6. OCCUPANCY.** No more than \_\_\_\_\_ persons shall be permitted to occupy and reside in the subject premises, and only those persons who are parties to this lease as TENANTS shall be permitted to occupy and reside in said premises. No person shall occupy the premises without a signed lease. Guest(s) staying over 15 days without the written consent of the LANDLORD shall be considered a breach of this Agreement. ONLY the following individuals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of the LANDLORD is obtained in advance.

\_\_\_\_\_  
Failure to comply will cause default and forfeiture of the security deposit, and eviction of TENANT from the premises.

TENANT shall not be permitted to sublet, lease or assign any rights whatsoever under the terms of this lease without the express written approval of the LANDLORD.

## OBR HOUSING RESIDENTIAL LEASE AGREEMENT

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**7. CONDITION OF PREMISES.** TENANT hereby agrees to keep the subject premises in as good repair and condition as at the initiation of the lease term. At the termination of this Agreement, the premises shall be returned to LANDLORD in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to LANDLORD. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

TENANT shall keep the premises in clean and sanitary condition and remove garbage daily or on a weekly basis which may accumulate upon the same during the said term. Failure of the TENANT to remove garbage to dumpster for pickup on a weekly basis will result in a charge of Fifty Dollars (\$50) to the TENANT by the LANDLORD. TENANT shall be responsible for disposing of items of such size and nature as are not normally placed in the garbage dumpster. TENANT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. TENANT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins or sinks.

The LANDLORD reserves the right to enter premises for inspection, upon prior notice, or to show the same to prospective purchasers or lessees. LANDLORD has the right to enter the premises, without prior notice, for the purpose of making necessary repairs or in the event of an emergency that would affect the health, safety and welfare of the TENANT(S). TENANT shall notify LANDLORD promptly of any needed maintenance which may be required on the premises and the LANDLORD will repair same as soon as practical after notification. TENANT shall pay for all repairs caused by lack of due care by TENANT, TENANT'S guests and invitees. LANDLORD cleaning and repair charge is \$50 per hour. LANDLORD will also charge TENANT for replacement of any damaged property on the leased premises, and materials to repair damages.

TENANT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the LANDLORD except as may be provided by law. It will be at the sole discretion of the LANDLORD, if and when any decorating or improvements will be performed on the interior or exterior of a building, or any part of premises.

The basement, attic areas, and mechanical rooms are not considered living space and are not to be used for any purpose by the TENANTS.

LANDLORD reserves the right to display a "FOR RENT" or "FOR SALE" sign upon said premises.

**8. CONDUCT.** TENANT covenants that they will not commit or permit a nuisance in or on the premises, that they will not engage in conduct such as to interfere with the comfort an/or safety of other occupants of the same or other adjacent buildings. No parties or any

# OBR HOUSING RESIDENTIAL LEASE AGREEMENT

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loud music shall be permitted in said premises. A Two Hundred (\$200) administrative fee will be charged to any house/apartment that receives a disorderly conduct citation from local police.

**9. LAWS.** TENANT agrees to obey and comply with all laws, rules, regulations and ordinances of all public authorities, boards, or officers of the Town of Bloomsburg and/or Commonwealth of Pennsylvania and/or the Federal Government, relating to said premises and TENANT'S use thereof. TENANT further agrees to abide by and comply with all rules and regulations promulgated by LANDLORD as to the TENANT'S use, possession, care and conduct in regard to the premises.

**10. KEYS.** Failure of the TENANT to return all or original keys shall constitute justification for the forfeiture of money from the security deposit. For any original door key not returned when vacating the apartment, Seventy-Five Dollars (\$75) will be deducted from the TENANT'S security deposit. Any TENANT who loses their key(s) may replace the key(s) for a fee of Seventy-Five Dollars (\$75) each key.

**11. RECYCLING.** TENANT is hereby advised that the Town of Bloomsburg mandates recycling of all recyclable items. The TENANT is responsible for placing the recyclables in the recycling bins located in the recycling shed. If the laws and ordinances of the Town of Bloomsburg are not followed and a fine results, the fine will be borne by the TENANT.

**12. LANDLORD'S LIABILITY.** TENANT agrees that the LANDLORD shall not be liable for any personal property damage or personal injury occurring in or upon the subject premises. LANDLORD will maintain liability, fire and flood insurance on the building only. LANDLORD furnishes no insurance on any or all of the TENANT'S or TENANT'S guests or invitees, personal belongings, furniture, clothing, or jewelry; owned, leased, loaned or borrowed by TENANT, or TENANT'S guest or invitees. LANDLORD is not responsible for any loss of personal belongings due to any reason.

Any and all water or sewer damages caused by the TENANT due to their negligence of discharging anything into the sewer lines, other than body waste, shall be paid for by the TENANT. These costs include all repairs and/or replacement parts and labor incurred by the LANDLORD necessary to return the damaged items to their original condition.

It is recommended, but not required, that each TENANT obtain her/his own insurance to cover her/his personal property.

**13. EVENTS OF DEFAULT.** The following shall be events of default and will permit the LANDLORD rights as set forth in Paragraph 15 (BREACH OF LEASE) below.

- A. The presence of any pets, fowl, reptiles or mammals, domesticated or wild, without a Pet Addendum. Any odors, stains, unrecoverable marks on the interior or exterior of the apartment shall be paid for by the TENANT. IF ANY PET IS FOUND IN THE APARTMENT/HOUSE, TENANT WILL FORFEIT SECURITY DEPOSIT, IN ADDITION TO BEING

# OBR HOUSING RESIDENTIAL LEASE AGREEMENT

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REQUIRED TO REMOVE THE PET FROM THE PREMISES IMMEDIATELY.

- B. The occurrence of any damage to the subject premises or furnishings contained therein, ordinary wear and tear excepted. Deliberate destruction of property, including interior, exterior, furnishings, and/or exterior plants, will result in prosecution to the fullest extent of the law.
- C. The TENANT to cause, in any way, the smoke alarms to cease operation, except with respect to events in which an alarm goes off and it is confirmed that there are no flames or smoldering materials within the subject premises. Damage to or tampering with or releasing of any fire alarm system.
- D. Smoking is strictly prohibited inside the apartment unit.**
- E. Placement of burning candles or lanterns shall not be permitted on the subject premises.
- F. Placement of nails in walls, ceilings, or doors within the subject premises. Should any nail holes be placed upon the walls, ceilings, or doors of the premises by the TENANT, the same will be deemed to be damage in excess of ordinary wear and tear. This also includes putty like substances used for hanging posters, etc. (Use of thumb-tacks only is permitted when hanging items on the walls.)
- G. No portable kerosene, gas or fuel oil heaters shall be permitted in or on, or to be in operation in or on, the subject premises.
- H. No water beds shall be permitted on the subject premises.
- I. No weight lifting equipment shall be permitted on the subject premises.
- J. The use of, selling, trading, giving freely, growing, or storage of illegal drugs shall not be permitted on the subject premises.
- K. No locks of any kind may be added to or removed from the doors without the LANDLORDS permission.
- L. No flammable material of any kind is to be used or stored in or outside the subject premises.
- M. No charcoal burners shall be permitted or ignited inside or outside of the apartment/house, including on wooden fire escapes, wooden porches, cement sidewalks and/or paved areas.
- N. No satellite dishes shall be permitted to be installed on the subject premises.

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**15. ADDITIONS AND/OR EXCEPTIONS.** \_\_\_\_\_

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KEYS:\_\_\_\_\_ PET ADDENDUM:\_\_\_\_\_ OTHER:\_\_\_\_\_

**20. RECEIPT OF AGREEMENT.** The undersigned TENANTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Residential Rental Agreement.

LANDLORD Name	LANDLORD Signature	Date
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Page 7 of 7