

- B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can
(1) change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available; OR
(2) end the Lease and have all money already paid as rent or security deposit returned.

18. RENT INCREASES

- A. If the Lease is for a term of more than one year, Tenant agrees to pay Tenant's share of any increase in real estate taxes and water and sewer charges.
B. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.

19. NO PETS

Tenant will not keep any pets on any part of the Property without Landlord's written permission.

20. SMOKE DETECTORS

- A. Tenant will maintain and test (monthly) any smoke detectors on the Property.
B. Tenant will notify Landlord or Broker for Landlord of any broken smoke detector(s).
C. Tenant will pay for any damage to Property if Tenant fails to maintain smoke detectors.

21. FIRE OR OTHER DAMAGE

- A. If the Property is accidentally damaged (fire, flood, etc.):
(1) Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then this Lease is ended; OR
(2) If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.
B. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
C. If Tenant, Tenant's family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

22. AFTER NOTICE TO END LEASE

- A. After Tenant or Landlord has given written notice to end this Lease, Landlord may show Property to possible tenants. Landlord will not show Property unless Tenant is there or has a reasonable chance to be there. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or unless they have written permission from the Landlord.
B. Landlord may put up For Sale or For Rent signs on or near Property.
C. Tenant agrees to move out peacefully when Lease is ended.

23. IF TENANT BREAKS LEASE:

A. Tenant breaks this Lease if:

- (1) Tenant does not pay rent or other charges.
(2) Tenant leaves Property permanently before the end of this Lease.
(3) Tenant does not move out when supposed to.
(4) Tenant fails to do anything Tenant agreed to in this Lease.

- B. **Non-Payment of Rent:** If Tenant breaks Lease by not paying rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of FIVE DAYS is sufficient. This means that if Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant.

TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO A LONGER NOTICE TO MOVE OUT.

- C. **Other Lease Violations:** If Tenant breaks any other term of this Lease, Landlord must give Tenant written notice describing the violation and giving Tenant FIVE DAYS to correct the problem. If Tenant does not correct the problem, Landlord can then give Tenant FIVE DAYS' written notice to move from the Property. If Tenant does not move out, Landlord can file a lawsuit to evict Tenant on the sixth day.

TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.

D. If Tenant breaks Lease for any reason, Landlord may:

- (1) **Get back possession of the Property by going to court to evict Tenant.** If Landlord hires a lawyer to start eviction, Tenant agrees to pay the lawyer's fees and Landlord's reasonable costs.
(2) **File a lawsuit against Tenant** for rents and charges not paid and for rents and charges for the rest of the Lease term. If Landlord wins (gets a money judgment against Tenant), Landlord can use the court process to take Tenant's personal goods, furniture, motor vehicles, and money in banks.

Tenant(s)

Residential Lease, LR 11/99

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Landlords

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