

# PENNSYLVANIA RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the 23 day of June, 2016, by and between the Lessor: SAAT Investments LLC., (hereinafter referred to as "Landlord"), and the Lessee(s): Michael Hamilton, Rosa Correa. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. **GRANT OF LEASE:** Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Philadelphia County, Pennsylvania, with address of:

3853 n. Sydenham  
Phila. PA. 19140

PHILADELPHIA, including  
the following items of personal property:

2. **NATURE OF OCCUPANCY:** As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, THE PERSONAL RESIDENCE DESCRIBED ABOVE SHALL BE USED AND OCCUPIED ONLY BY THE MEMBERS OF THE TENANT'S FAMILY OR OTHERS WHOSE NAMES AND AGES ARE SET FORTH BELOW:

3. **TERM OF LEASE:** This Lease shall commence on the 23 day of June, 2016, and extend until its expiration on the 1 day of July, 2017, unless renewed or extended pursuant to the terms herein.

4. **SECURITY DEPOSIT:** Upon execution of this Lease, Tenant shall deposit the sum of \$ 1700 to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with Pennsylvania Code § 250.512:

Every landlord shall within thirty days of termination of a lease or upon surrender and acceptance of the leasehold premises, whichever first occurs, provide a tenant with a written list of any damages to the leasehold premises for which the landlord claims the tenant is liable. Deliver of the list shall be accompanied by payment of the difference between any sum deposited in escrow, including any unpaid interest thereon, for the payment of damages to the leasehold premises and the actual amount of damages to the leasehold premises caused by the tenant. Nothing shall preclude the landlord from refusing to return the escrow fund, including any unpaid interest thereon, for nonpayment of rent or for the breach of any other condition in the lease by the tenant.

Any landlord, who fails to provide a written list within thirty days as required above, shall forfeit all rights to withhold any portion of sums held in escrow or to bring suit against the tenant for damages to the leasehold premises.

Failure of the tenant to provide the landlord with his new address in writing upon termination of the lease or upon surrender and acceptance of the leasehold premises shall relieve the landlord from any liability under this section.

5. **RENT PAYMENTS:** Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$ 850, said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the 1 day of August, 2016.

Tenant agrees that if rent is not paid in full on or before the 5 day of the month, Tenant will pay a late charge of \$ 85 as allowed by applicable Pennsylvania law. Tenant agrees that if rent payments are not current, no maintenance requests will be serviced unless otherwise stated by management.

\*IF THE RENT AND LATE FEE DUE IS NOT PAID BY THE 5TH OF THE MONTH, THE LATE CHARGE SHALL BE 10% OF YOUR CURRENT MONTHLY RENT PRICE, AND SHALL CONTINUE TO ACCRUE AND TENANT SHALL BE CHARGED \$ 85 FOR EVERY ADDITIONAL MONTH UNTIL RENT HAS BEEN EITHER BROUGHT CURRENT. PAYMENTS SHALL BE APPLIED FIRST TO TICKETS, FINES AND THEN LATE CHARGES FIRST, AND THEN BALANCES TOWARDS RENT.

1-July

The prorated rent from the commencement of this Lease to the first day of the following month is \$ 230, which amount shall be paid at the execution of this Lease.

Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):

cash, ☒ money order, ☒ cashier's check, ☒ other Wells Fargo

Rent payments shall be made payable to ABC CAPITAL REALTY, LLC and mailed or delivered to the following address: 1218 N. Marshall Street, Philadelphia, PA 19122. All notices from Tenant to Landlord under this Lease and applicable Pennsylvania law shall be delivered to the above address.

\*TENANT AGREES THAT RENT MONIES WILL NOT BE CONSIDERED PAID UNTIL LANDLORD OR LANDLORD'S AGENT RECEIVES THE RENT MONIES, EITHER BY MAIL OR BY DELIVERY TO THE ABOVE ADDRESS. TENANT PLACING RENT MONIES IN THE MAIL IS NOT SUFFICIENT FOR RENT TO BE CONSIDERED PAID, AND RENT WILL BE CONSIDERED UNPAID UNTIL ACTUAL RECEIPT THEREOF.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

**6. CONSEQUENCES OF BREACH BY TENANT:** If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In compliance with Pennsylvania Code § 250.501:

A landlord may notify, in writing, the tenant to remove from the leased premises at the expiration of the time specified in the notice under the following circumstances, namely, (1) Upon the termination of a term of the tenant, (2) or upon forfeiture of the lease for breach of its conditions, (3) or upon the failure of the tenant, upon demand, to satisfy any rent reserved and due.

In case of the expiration of a term or of a forfeiture for breach of the conditions of the lease where the lease is for any term of one year or less or for an indeterminate time, the notice shall specify that the tenant shall remove within fifteen days (for a mobile home, thirty days) from the date of service thereof, and when the lease is for more than one year, then within thirty days (for a mobile home, three months) from the date of service thereof. In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice shall specify that the tenant shall remove within ten days from the date of the service thereof.

In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice, if given on or after

April first and before September first, shall specify that the tenant shall remove within fifteen days from the date of the service thereof, and if given on or after September first and before April first, then within thirty days from the date of the service thereof.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

**7. DELIVERY OF NOTICES:** Any giving of notice under this Lease or applicable Pennsylvania law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

**8. UTILITIES:** Tenant will provide and pay for the following utilities (indicate those that apply):  
☒ Electric, [ ] Gas, ☒ Telephone, ☒ Cable Television, ☒ Water [ ] Garbage pick-up.

Landlord will provide and pay for the following utilities (indicate those that apply):

[ ] Electric, [ ] Gas, [ ] Telephone, [ ] Cable Television, [ X ] Garbage pick-up.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

All tenants are required to open a tenant account with the Philadelphia Water Department. Any tenant that has not done so within 30 days of signing this lease will be considered in breach of the lease. If at any time the water bill balance exceed \$400 dollars, an eviction will be filed. If you notice an abnormal bill it is your responsibility to contact the Water Department and dispute the charge. If there is a leak anywhere in the property that results in an excessively high bill, management will visit the property. If a determination is made that there is a leak, credit toward the bill will be issued from the day the leak was originally reported. Any bill that is not disputed with the

Water Department you will be held liable for and could result in an eviction filing. Upon the event of a shut off it is your responsibility to pay the \$60.00 dollar restoration fee.

9. **NOTICE OF INTENT TO SURRENDER:** Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Pennsylvania law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Pennsylvania law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

#### 10. OBLIGATIONS AND DUTIES OF LANDLORD:

As per Pennsylvania Code § 250.502-A:

The retention of control of the stairways, passages, roadways and other common facilities of a tenement building or multiple dwelling premises places upon the landlord, or other possessor, the duty of reasonable care for safety in use. This responsibility of the landlord extends not alone to the individual tenant, but also to his family, servants and employees, business visitors, social guests, and the like. Those who enter in the right of the tenant, even though under his mere license, make a permissible use of the premises for which the common ways and facilities are provided.

#### 11. OBLIGATIONS AND DUTIES OF TENANT:

As per Pennsylvania Code § 250.503-A:

The tenant shall comply with all obligations imposed upon tenants by applicable provisions of all municipal, county and Commonwealth codes, regulations, ordinances, and statutes, and in particular, shall:

1. Not permit any person on the premises with his permission to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit, or the facilities, equipment, or appurtenances thereto or used in common, nor himself do any such thing.

2. Not permit any person on the premises with his

permission to willfully or wantonly disturb the peaceful enjoyment of the premises by other tenants and neighbors.

12. **NO ASSIGNMENT:** Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

13. **TENANT INSURANCE:** Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is required to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

14. **CONDITION OF LEASED PREMISES:** Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Pennsylvania law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear accepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above. Tenant shall be obligated to keep sidewalks clear of snow.

15. **ALTERATIONS:** Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved

by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.

**16. NO ILLEGAL USE:** Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.

**17. NOTICE OF INJURIES:** In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

**18. LANDLORD'S RIGHT TO MORTGAGE:** Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

**19. DELAY IN REPAIRS:** Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease. Tenant agrees that any missed maintenance appointment will result in a \$50.00 charge. To avoid this charge, tenant contacts the maintenance director at least 24 hours before the scheduled appointment. Any repairs under \$300.00 tenant is responsible for.

**20. ABANDONMENT:** Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Pennsylvania law, except that in case of

abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Pennsylvania law, and terminate this Lease without notice to Tenant.

**21. NOTICE OF ABSENCE FROM PREMISES:** If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

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Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

**22. POSSESSION OF PREMISES:** Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.

**23. DELAY OF POSSESSION:** Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.

**24. MATERIALITY OF APPLICATION TO RENT:** All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.

**25. MODIFICATION OF THIS LEASE:** Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

**26. REMEDIES NOT EXCLUSIVE:** The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Pennsylvania law.

**27. SEVERABILITY:** If any provision herein, or any

portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

**28. NO WAIVER:** The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

**29. ATTORNEY FEES:** In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay \$500 for attorney's fee, in addition to all expenses and costs incurred thereby.

**30. HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

**31. DESTRUCTION OF PREMISES:** In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises as if being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the premises were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

**32. EMINENT DOMAIN:** In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.

**33. LANDLORD ENTRY AND LIEN:** In addition to the rights provided by applicable Pennsylvania law, Landlord

shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

**34. COST OF LIVING:** The rent will increase 3% per year for cost of living inflation.

**35. PETS:** No pets allowed.

**36. PICK UP FEE:** There will be a \$25.00 fee charged if owner or property manager must pick up your rent. Contact Yvonne Williams at 215-251-0688 to arrange a pick up time and date.

**37. KEYS:** If the tenant requires copies of the keys, they will be provided for \$20.00 each. If the tenant needs the locks changed, the cost will be \$75.00 per lock.

**38. HOME CARE MAINTENANCE:** Tenant shall be responsible for maintenance of yard, lawn, plants & trees and for keeping the yard, which is visible from the street, free from trash cans (except on trash pickup days) debris, etc.

**\*TENANT IS RESPONSIBLE FOR SNOW REMOVAL. IN THE EVENT MUNICIPALITY SITES PREMISES FOR HIGH CUT GRASS, OR FAILURE TO REMOVE SNOW & ICE FROM SIDEWALKS, CURBS OR PORCH AREAS OR REFUSE/TRASH FROM SAME, BY IMPOSED FINES, TICKETS, & PENALTIES THEREOF, TENANT SHALL IMMEDIATELY PAY OR REIMBURSE LANDLORD AND FAILURE TO DO SO, TENANT SHALL BE IN BREACH OF LEASE AGREEMENT.**

**39. SMOKE DETECTORS AND FIRE PROTECTION SYSTEMS:**

- Landlord has installed smoke detectors in the Property. Tenant will maintain and regularly test smoke detectors to be sure they are in working order, and will replace smoke detector batteries as needed.
- Tenant will immediately notify Landlord or Landlord's agent of any broken or malfunctioning smoke detectors.
- Failure to properly maintain smoke detectors, replace smoke detector batteries or notify Landlord or Landlord's agent of any broken or malfunctioning smoke detectors is a breach of this Lease.

- Tenant will pay for damage to the Property if Tenant fails to maintain smoke detectors or other fire protection systems.

**40. BASEMENT – CRAWL SPACE WATER DAMAGE:** Landlord is not responsible for water damage, caused from any source, to personal property stored in the basement or crawl space. Neither is landlord responsible for items stored in areas outside the leased premises.

**41. GOVERNING LAW:** This Lease is governed by the statutory and case law of the State of Pennsylvania..

WITNESS THE SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT:

LANDLORD

Sign: Diane J. Jazaly P/P Print: SAAT Investments Date: 6.23.16

TENANT

Sign: \* Michael Hamilton Print: Michael Hamilton Date: 6/23/16

TENANT

Sign: \* Rosa Correa Print: Rosa Correa Date: 6-23-2016

TENANT

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

## DRUG-FREE HOUSING

### LEASE ADDENDUM

**IN CONSIDERATION** of the execution or renewal of the lease of the dwelling unit identified in the lease, Landlord and Tenant agree as follows:

1. Tenant, any member of tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, see, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
2. Tenant, any member of tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity or possession of drug paraphernalia, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

**BY SIGNATURE BELOW**, the resident agrees to the terms and conditions contained in this Lease Addendum.

**SIGNED:**

*Michael Handley* 6/23/16  
Resident Signature Date

*Rosa Correo* 6-23-2016  
Resident Signature Date

\_\_\_\_\_  
Resident Signature Date

**LANDLORD:**

By: *Diana*



LEASE ADDENDUM

**LEAD BASED PAINT DISCLOSURE (RENTAL)**

3853 n. Sydenham Phila PA. 19140  
 Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain).  
 \_\_\_\_\_

(ii) ABC - Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
 \_\_\_\_\_

(ii) ABC - Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (Initial)**

(c) MH Lessee has received copies of all information listed above.

(d) AC Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment**

(e) ABC - Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

<u>Diane</u>	<u>6-23-16</u>	<u>* Michael Hamilton *</u>	<u>6/23/16</u>
Lessor	Date	Lessee	Date
<u>_____</u>	<u>_____</u>	<u>Harro Correo</u>	<u>6-23-2016</u>
Lessor	Date	Lessee	Date



**LEVYLAW LLC**

Bart Elliott Levy, Counselor at Law  
1515 Market Street, Suite 950, Philadelphia, PA 19102

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August 25, 2017

**Michael Hamilton  
Rosa Correa  
And All Occupants  
3853 N Sydenham Street  
Philadelphia, PA 19140**

Page | 1

**Re:    Your Lease  
      3853 N Sydenham Street, Philadelphia, PA 19140**

**Dear Mr. Hamilton & Ms. Correa,**

Please be advised that I represent the owner of the above-referenced premises.

**SEPARATE FROM ANY MONIES YOU MAY OWE UNDER YOUR LEASE OR ANY OTHER  
ISSUE EFFECTING THIS TENANCY, YOUR LANDLORD HAS ELECTED TO TERMINATE  
YOUR LANDLORD - TENANT RELATIONSHIP.**

You are in default due to your failure to utilities when due. The current balance owed is: \$470.48.

This amount includes unpaid utilities, legal fees, and any other expenses you are responsible for per your lease. Pursuant to the above, you must vacate the premises and deliver possession to the owner thirty (30) days from the date of this letter. In addition, you are responsible for the payment of any expenses my client may incur in connection with the attempted re-rental of this unit, including but not limited to rental commission, and any and all physical damage to the unit, which may have been caused during the period of your tenancy.

This is an attempt to collect a debt. Accordingly, any information obtained will be used for that purpose. Unless you notify this office within thirty (30) days after receiving this notice that dispute the validity of the debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice that the debt, or any portion thereof, is disputed, this office will obtain verification of the debt and mail it to you. This thirty (30) day right to dispute the validity of the debt does not mean we cannot file a Landlord & Tenant complaint or take another action against you within the thirty (30) day period. However, if you dispute the validity of the debt in writing within thirty (30) days, we will not proceed with such action until we send the verification to you.

Best Regards,

Bart Levy, Esq.