## **Borough of Wilmerding** ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT Rental License Year 2016

This Addendum to Residential Rental Agreement is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated\_\_\_\_\_\_\_. The Residential Rental Agreement and this Addendum pertain to the premises described in said agreement and located at \_\_\_\_\_\_. This

Addendum is required by Article II, Section E. of the Regulated Rental Unit Occupancy Ordinance of the Borough of Wilmerding.

## ADDITIONAL COVENANTS AND OBLIGATIONS

In addition to the covenants and obligations set forth in the aforementioned Residential Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

A: Landlord's Covenants and Obligations:

- 1. Landlord shall keep and maintain the leased premises in compliance with all applicable codes and Ordinances of the Borough of Wilmerding and all applicable state laws and shall keep the leased premises in good and safe condition.
- 2. The Manager for the leased premises shall be as follows:

Name

Address

Telephone Number

- 3. The Landlord shall be responsible for regularly performing all routine maintenance including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows:
- 4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.
- 5. The Landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.
- B. Tenant's Covenants and Obligations:
  - 1. Tenant shall comply with all applicable Code and Ordinances of the Borough of Wilmerding and all applicable state laws.
  - Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be \_\_\_\_\_\_ and the maximum number of persons permitted within the common areas of the

\_\_\_\_\_\_ and the maximum number of persons permitted within the common areas of the leased premises at an time shall be \_\_\_\_\_.

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner in compliance with Wilmerding's Ordinances.

- 4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.
- 5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
- 6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.
- 7. Tenant shall not engage in, nor permit others on the leased premises to engage in, "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely, offensive, riotous or that otherwise unreasonably disturbs other persons in their peaceful enjoyment of their premises such that a report is made to the police and/or the Code Enforcement Officer. It is necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the Code Enforcement Officer or police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence."
- 8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Regulated Rental Unit Occupancy Ordinance of the Borough of Wilmerding and that the issuance by any municipal officer of the Borough of Wilmerding of a Certificate of Noncompliance with said Ordinance relating to the leased premise shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:
  - a. Termination of the rental agreement without prior notice;
  - b. Bring an action to recover possession of the leased premises without abatement of rents paid including reasonable attorney's fees and costs;
  - c. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs;
  - d. Bring an action for damages caused by Tenant's breach, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

 WITNESS
 LANDLORD / PROPERTY MANAGER

 WITNESS
 LANDLORD / PROPERTY MANAGER

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