

## ADDENDUM TO LEASE

This ADDENDUM to a certain Lease dated [INSERT DATE OF LEASE] is entered this [INSERT DATE OF SIGNING ADDENDUM] between [INSERT NAME OF LANDLORD] with address of [INSERT FULL ADDRESS] and [INSERT NAME OF TENANT] with address of [INSERT FULL ADDRESS] concerning premises at [INSERT APARTMENT ADDRESS OR NUMBER].

The parties hereto, intending to be legally bound hereby, covenant and agree to the following supplemental lease terms and conditions. Where there is a conflict between the provisions contained in this Addendum and the provisions contained in the Lease, the more strict provisions shall control.

### INTENT OF ADDENDUM

It is the intent of this Addendum to establish certain minimum rights and obligations of the parties which are in addition to the terms and conditions set forth in the Lease. This Addendum does not provide legal advice and is not intended to inform the Landlord or the Tenant of their legal rights when problems occur in the relationship.

The Pennsylvania Landlord and Tenant Act provides certain rights and duties for landlords and tenants. This Act and its amendments may be viewed on line at [www.legis.state.pa.us](http://www.legis.state.pa.us) or at the Cumberland County Law Library, 1 Courthouse Square, Carlisle, Pennsylvania.

**THE TENANT AND THE LANDLORD ARE ADVISED TO OBTAIN LEGAL ADVICE FROM AN ATTORNEY OF THEIR SELECTION WITH RESPECT TO THEIR RIGHTS AND OBLIGATIONS UNDER THE LEASE AND THIS ADDENDUM. IF YOU CANNOT AFFORD AN ATTORNEY, YOU SHOULD CONTACT THE CUMBERLAND COUNTY BAR ASSOCIATION (PHONE NUMBER 717.249.3166) FOR ASSISTANCE.**

### ADDITIONAL TENANT DUTIES

The Tenant is required to govern his or her conduct to remain in compliance with applicable laws and to refrain from interfering with the rights of other tenants and nearby residents to the peaceful enjoyment of their residences. The Tenant is responsible for the conduct of guests. No occupant or guest shall engage in disruptive conduct or illegal activities. Disruptive conduct includes conduct which interferes with the rights of other tenants, nearby residents or the general public or which results in a conviction of federal, state or local criminal laws. The Tenant may be evicted from the premises and the Lease terminated for failure to comply.

The Tenant shall not allow occupancy of the dwelling unit to exceed the number of persons specified in the Lease. If not specified in the lease, occupancy shall not exceed [INSERT NUMBER] persons.

If facilities are provided by the Landlord, the Tenant shall deposit all waste, debris, garbage and rubbish in the containers provided in accordance with the Landlord's instructions. If facilities are not provided by the Landlord, the Tenant is required to dispose of all waste in accordance with the Borough's solid waste program. The Tenant shall not allow these items to accumulate in the

leased premises or other parts of the building or grounds. The Tenant shall separate and deposit in recycling containers all recyclable items in accordance with the Borough's solid waste program. Those requirements may be viewed on the Borough's website, obtained from the Borough Codes Department or from the solid waste hauler contracted by the Borough.

The Tenant shall permit lawful inspection of the dwelling unit by authorized Borough officials at reasonable times upon reasonable notice.

#### **ADDITIONAL LANDLORD DUTIES**

The Landlord may provide appropriate and sanitary facilities for depositing waste, debris, garbage and rubbish as well as separate facilities for the deposit of recyclable materials. If the Landlord does not provide those facilities, the Tenant shall be informed in writing to utilize the Borough's solid waste disposal program and the Landlord shall provide the Tenant with a written summary of the program.

The Landlord is obligated to maintain an environment which is conducive to the peaceful enjoyment of the premises by other tenants and by residents of other properties in the neighborhood.

The Landlord is required to maintain the physical premises in compliance with all applicable laws, including the Borough's Property Maintenance Code. The Tenant has the right to make complaints to the Borough's Code Department if the physical premises are not habitable or maintained in compliance with those laws. The Tenant may have certain rights in the event a Landlord retaliates against him or her for making a complaint to Borough officials.

#### **INSPECTIONS; IMPLIED WARRANTY OF HABITABILITY**

Carlisle Borough has instituted a voluntary program for Landlords to have their rental dwelling units inspected for compliance with its Property Maintenance Code. If the leased premises has been inspected and found compliant, the Landlord has received a Certificate of Compliance so indicating as of the date of the inspection. The Certificate of Compliance should be posted in the leased premises, and if not, the Tenant may request to see it. Before entering the Lease, or at any time during occupancy of the leased premises, the Tenant may request the Landlord to have the premises inspected for compliance. The Landlord may refuse a request by the Tenant for voluntary inspection of the premises. At any time during occupancy, if the Tenant has reason to believe the dwelling unit is not compliant, the Tenant may contact the Borough's Code Department to make a complaint concerning the condition of the premises.

Pennsylvania law provides for an implied warranty of habitability in the event a rental dwelling unit is or becomes uninhabitable in whole or in part. The Tenant has certain rights when this condition occurs, including partial reduction of rent. If the Tenant believes the premises has become uninhabitable or partially uninhabitable, legal counsel should be consulted as to the Tenant's rights.

**NOTICES**

It is essential that the Tenant and the Landlord have the ability to contact one another promptly when problems in the relationship arise or when other notices under the Lease must be provided. The Landlord is required to provide the following information to the Borough of Carlisle and is included in this Addendum as follows:

Landlord: [INSERT NAME]  
[INSERT ADDRESS]  
[INSERT PHONE NUMBER]  
[INSERT EMERGENCY PHONE NUMBER]

Landlord's designated agent,  
manager or principal owner: [INSERT NAME]  
[INSERT ADDRESS]  
[INSERT PHONE NUMBER]  
[INSERT EMERGENCY PHONE NUMBER]

Tenant: [INSERT NAMES]  
[INSERT ADDRESS]  
[INSERT PHONE NUMBER]  
[INSERT EMERGENCY PHONE NUMBER]

The Landlord is required to notify both the Tenant and the Borough when a change in ownership occurs. In the event difficulty arises in contacting one another, the parties are encouraged to contact the Carlisle Borough Codes Department to obtain information from the data registry maintained by that office.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first indicated above.

WITNESS:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

LANDLORD:  
  
By: \_\_\_\_\_  
  
TENANT:  
  
\_\_\_\_\_  
  
\_\_\_\_\_