

**Appendix A**

**Addendum to Residential Rental Agreement**

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 § 239-9(E)(1) of the Regulation of Rental Dwelling Units Ordinance of the Borough of Port Vue.

**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 Covenant and Obligations.*

- (1) Landlord shall keep and maintain the leased premises in compliance with all applicable codes and ordinances of the Borough of Port Vue and all applicable State laws and shall keep the leased premises in good and safe condition.
- (2) The manager for the leased premises is 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 inquires from the tenant.
- (5) The landlord shall comply with all applicable provisions of the Landlord Tenant Act of the Commonwealth of Pennsylvania.
- (6) The landlord shall permit inspections by the Borough Code Enforcement Officer of the premises at reasonable times, upon reasonable notice.

- (7) If the landlord receives notice of any code violation from the Borough Code Enforcement Officer, the landlord shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.
- (8) If the tenant is evicted from the premises for any reason, the landlord shall file a report with the Borough of Port Vue on the form provided by the Borough specifically detailing the circumstances surrounding the eviction.
- (9) If the tenant is evicted for nonpayment of rent, the landlord shall furnish to the Borough of Port Vue proof that the tenant has been reported to a licensed credit reporting bureau.
- (10) If the Borough Code Enforcement Officer or Borough police direct the landlord to evict the tenant for having received two Disruptive Conduct Reports, the landlord shall immediately evict the tenant and shall not permit the tenant to occupy the premises during the subsequent licensing period.

*B. Tenants' Covenants and Obligations.*

- (1) Tenant shall comply with all applicable codes and ordinances of the Borough of Port Vue and all applicable State laws.
- (2) 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 leased premises at any 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 the Borough of Port Vue ordinances.
- (4) Tenant shall, unless otherwise permitted by applicable law or ordinance, occupy or use the regulated rental unit for no other purpose than as a residence.
- (5) 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, Device and Cosmetic Act, nor shall tenant permit others on the premises to engage in such conduct.
- (6) Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
- (7) Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.
- (8) Tenant shall permit inspections by the Borough Code Enforcement Officer of the premises at reasonable times, upon reasonable notice.
- (9) 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 Borough police and/or Borough Code Enforcement Officer. It is not 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 Borough Code Enforcement Officer or Borough police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence. If the tenant and premises receive two Disruptive Conduct Reports, the Borough Code Enforcement Officer or Borough police shall immediately direct the landlord to evict the tenant and to not permit the tenant to occupy the premises during the subsequent licensing period.

- (10) Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Regulation of Rental Dwelling Units Ordinance of the Borough of Port Vue and that the issuance by any municipal officer of the Borough of Port Vue of a Certificate of Noncompliance with said ordinance relating to the leased premises 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 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 date and year first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landlord