

## WELCOME LETTER

Allow me to be the first to welcome you to your new home. Listed below are telephone numbers and move-in tips, which may be of interest to you. All the pages that follow your lease are meant to keep our tenants informed. Some landlords tell you nothing at all; we try to tell you everything we think you need to know up front- before you smoke in the apartment, put foil in the microwave, or anger the neighbors or block captain by putting trash out too early/late. We want you to be safe. We also want you to get back as much of your security as you are entitled to.

### **You must transfer the following utilities to your name before you move in: gas & electric**

#### **Electric:** PECO Energy at 800-494-4000

1. If you had an active account within the last two months:
  - a. Peco may need to do a meter reading.
  - b. Service may be turned on over the phone.
  - c. You should call Peco at least three days before your move-in date.
  - d. A deposit may be required on residential property. PECO will notify you if that is the case.
  - e. Once you have made application, please call our office.
2. If you have not had service in your name before:
  - a. Peco may need to do a meter reading.
  - b. Submit your application at least three days in advance of your move-in.
  - c. Call PECO to find a location to submit your application.
  - d. Two forms of ID are required with your application. One must be a photo ID.
  - e. A copy of your lease may need to be submitted with your application.
  - f. A deposit may be required on residential property. PECO will notify you if that is the case.
  - g. Once you have made application, please call our office.

#### **Gas:** PGW at 215-235-1000

- c) If you had an account with PGW previously:
  - a. PGW may need to do a meter reading.
  - b. You should call at least three days before your move-in date
  - c. Based on your past payment history with PGW, a deposit may be required.
3. If you have never had service in your name before:
  - a. PGW may need to do a meter reading.
  - b. You should call at least three days before your move-in date.
  - c. Call PGW to find a location to submit your application.
  - d. Two forms of ID are required with your application. One must be a photo ID.
  - e. A copy of your lease may need to be submitted with your application.
  - f. Proof of previous residency. A bill or driver's license should be sufficient.
  - g. A credit check will determine the amount of the deposit needed, if any.
  - h. Once you have made application, please call our office.

**Phone:** Comcast 800-266-2278 or Verizon at 800-640-4155. It's a good idea to pay a few dollars for Verizon's wire maintenance plan; at least for the first few months. For a few dollars per month, this plan can save you money if interior wiring was damaged by the last tenant or simply goes bad. Once you are in the property and have verified that your phone lines are working correctly, you can cancel the plan.

**Alarm systems:** If you would like an alarm system installed, the most inexpensive and simple system is sold by SimpliSafe.com. If you decide you don't want the system at the end of your lease, we will buy it off you for about half what you paid. Monitoring is approximately \$13/month.

**Insurance:** Tenant insurance is highly recommended and can be obtained from any reputable insurance company. In the case of student rentals, depending on the policy & your age, you may be covered under your parent's policy. If your belongings get burnt, wet, or stolen, the Landlord is not responsible.

**Lease Renewal:** Set a reminder now - to remind yourself that if neither one of us sends the other notice, by certified mail or by email (with confirmation that it was opened), about the intention to renew or not, as per paragraph 42 & 43 of you lease, it will "auto renew".

**Trash:** Trash should be put out the morning of trash day. If need be, you can put your trash out after 7:00 pm the day before pickup. Everyone in the building should work together when it comes to dealing with trash and recycling since all fines are split between the tenants. If you notice that a tenant left a container out front and it's the day after pickup,

help your neighbor and take the can to or from the curb; to wherever cans are kept in your particular building. In return, they should help you out if you are working late, on vacation, or ill. Working together is the only way to avoid violations. If there is a mess too large for you to consider a neighborly gesture, call the office and let us know who we need to talk to. That being said, if we see your unit number on the container, the fine is all yours to pay. If you see a container that does not have a unit number on it, bring it to our attention or use a permanent magic marker and label it so the fine goes to the tenant that deserves it.

1. To learn what day of the week your trash/recyclables are picked up, call 215-686-5560 or ask a neighbor.
2. Please call 215-686-2604 to have large trash items picked up. Such items should be put out on trash day & will be picked up within 1-2 days after calling. It's best to call a few days prior to when trash is picked up.
3. Do not mix cardboard, glass, or tin with household trash or the trash men will pass over the property, resulting in a violation. The actual city ordinance is further down in this document.
4. Tenants are given one recycling container which should be left in the yard if you have access or your apartment but never in the lobby of a multi-family dwelling. Tenants must replace any containers that are lost, stolen or blow down the street. This holds true for trash cans as well if your apartment or house came with them. [They are accounted for on your move-in inspection form]

**This is the most important paragraph in the printout:**

Prepare to buy - long before you first thought pops into your head about home ownership. As the economy improves, interest rates and the price sellers are asking for property will rise and you will regret not taking our advice. **You should be paying off your own mortgage, not mine. Do not take for granite the advantage of securing 30 year financing at interest rates that you may never see again in your lifetime. This is what lenders are looking for:**

- No bankruptcy within the last 2 years
- No open balances in delinquent status and no judgments from evictions
- Do not buy any big ticket items that will make a lender think you are over obligated
- Stay in the same line of work for two years; unless you are just graduating from school or took another position for advancement
- Do not close your credit cards thinking this will help you
- No credit is like bad credit. You need to buy food and gas anyway, use a credit card and pay it within 30 days
- Never run up your credit card more than 40% of its capacity
- Pay a good credit counselor if you have issues so they can get there quickly
- Stay in the same line of work for two years; (unless you recently graduated)
- A cash job is like no job.

If you are paying \$750/month in rent, in just five years, you will have spent \$45,000. That same house, if purchased, may only cost you about \$450/month.

If you don't start preparing now, by the time you are ready to buy, rates may be as they were before; 8% to 9%. The amount you will be paying in interest over the life of the loan between a 3.7% mortgage and an 8% mortgage is about \$98,000.

If you buy a house we own within the next 6 months, we will let you out of the lease and reimburse you for up to 5 months of credit counseling at time of settlement to a maximum of \$1,000.

## **PAYMENT INSTRUCTIONS**

**PROPERTY ADDRESS:** 1234 Main St.

**TENANT(S):** John Smith  
Jane Smith

**LANDLORD:** Vitaro, LP

**SECURITY DEPOSIT:** Your security deposit of \$775.00 should be made payable to Franklin Investment Realty via check or certified funds due on or before 01/15/11. Cash will not be accepted at the office for this payment. Personal checks will only be accepted if received by our office 9 days before the start date of your lease. Your security deposit must be separate checks, certified checks or money orders totaling \$775.00 because it may be held in an account separate from your rent payments. Combining other payments with your security deposit will delay the process and possibly your move-in.

<u>Total Due</u>	<u>Total Paid</u>	<u>Balance</u>
\$775.00	\$ _____	\$ _____

**FIRST MONTH'S RENT:** Your First Month's Rent is equal to one month's rent of \$775.00, regardless of your move-in date. Your First Month's Rent is due on or before 02/15/11 via check or certified funds payable as follows: 100% to Franklin Investment R/E. Personal checks will only be accepted if received by our office 9 days before the start date of your lease.

<u>Total Due</u>	<u>Total Paid</u>	<u>Balance</u>
\$775.00	\$ _____	\$ _____

**LAST MONTH'S RENT:** Your Last Month's Rent is due on or before 03/14/11 via certified funds only payable to Franklin Investment Realty. Personal checks will only be accepted if received by our office 9 days before the start date of your lease.

<u>Total Due</u>	<u>Total Paid</u>	<u>Balance</u>
\$775.00	\$ _____	\$ _____

**PICK-UP KEYS:** Keys are to be picked up no sooner than the day before move-in. If your move-in date falls on a weekend, you must pick up the keys by Friday at 6:00 PM. Keys will not be given out if there are balances left unpaid. No exceptions.

4/7/2017

By signing below, I authorize **Vitaro, LP** and/or **Franklin Investment Realty** to delay depositing my security deposit into an escrow account, if applicable, until one week after I take occupancy of **1234 Main St.**

\_\_\_\_\_  
**John Smith**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Jane Smith**

\_\_\_\_\_  
Date



# RESIDENTIAL LEASE

## Plain Language Lease

THIS IS A RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE. THIS IS A LEGAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD. READ THIS LEASE CAREFULLY BECAUSE TENANT GIVES UP CONSUMER RIGHTS. IF TENANT DOES NOT UNDERSTAND ANY PARTS OF THIS AGREEMENT, SEEK THE HELP OF AN ATTORNEY BEFORE SIGNING.

### 1. NAMES OF LANDLORD AND TENANT(S)

a) Name of Landlord: Vitaro, LP

b) Send rent payments in the form of checks and/or money orders only. Payments should be made payable to the property manager, Franklin Investment Realty, and mailed to 2432 E.Norris St Phila PA 19125. Cash will not be accepted.

c) All maintenance requests and billing questions should be directed to the property manager, Franklin Investment Realty, at (215) 382-7368 Franklin Inv RE.

d) Name of Tenant(s):

John Smith  
Jane Smith

e) Cosigners: Jessica Smith

Each cosigner is individually responsible for all obligations of this lease, including rent, late fees, damages and other costs. Cosigners do not have the right to occupy the property as a Tenant without the Landlord's written permission.

### 2. LEASED PROPERTY

a) The leased property is the location Landlord agrees to rent to Tenant.

b) The exact address is 1234 Main St. Philadelphia, PA 19104  
The words "leased property" refer to the address above.

### 3. STARTING / ENDING DATES OF LEASE

a) This lease begins on 03/15/17. **This lease ends on 02/28/18.**

### 4. MONEY OWED AT MOVE IN

Security Deposit:

a) \$775.00 due on or before 01/15/11 payable to Franklin Investment Realty via check or certified funds.

b) The security deposit will be held with BB&T 26 N Cedar St. Lititz, PA 17543.

c) The security deposit will be refunded to John Smith in accordance with the lease, unless Section 8 directs otherwise (only applies to Section 8 tenants).

First Month's Rent: \$775.00 due 02/15/11 via check or certified funds payable as follows: 100% to Franklin Investment R/E

Last Month's Rent: \$775.00 due 03/14/11 via certified funds only payable to Franklin Investment Realty

➔ **Tenant Initials: (1)** \_\_\_\_\_

### 5. RENT

a) Total rent due for the entire lease: \$8,950.00

b) The rental amount each month is \$775.00, which is due on the 1<sup>st</sup> day of each month.

- c) Since your lease starts after the 1st, your rent will be prorated in the amount of \$425.00. You must still pay a full first month's rent before you take occupancy. At the beginning of your 2nd month in the property, the prorated rent will be due on the 1st of that month.
- d) If rent is increased for any renewal period, Tenant agrees to increase both the prepaid last month's rent and security deposit to equal the new monthly rent amount.

➔ **Tenant Initials: (2)** \_\_\_\_\_

- e) Landlord will send a Notice to Pay Rent or Move if Landlord does not receive rent by the 5<sup>th</sup> day of the month.
- f) A court action to remove tenant begins on the 15<sup>th</sup> day. Tenant pays all legal & court costs.
- g) If Tenant mails rent to Landlord, the postmark date of the letter is the date of payment.

## 6. ADDITIONAL RENT CHARGES

- a) There is a four-day grace period for your rent. Rent is considered late if postmarked after the 4<sup>th</sup> or hand-delivered after the 5<sup>th</sup> day of each month.
- b) The late fee is 5% of the total past due balance if not paid within the grace period. If the tenant is a Section 8 tenant, then the late fee will be the maximum amount allowed according to the HAP contract.
- c) Charges not paid when due become additional rent for the next month's rent.

## 7. ORDER IN THAT RENT PAYMENT IS APPLIED

Landlord applies rent received to money due from the past in the following order:

1. Damages to Leased Property Caused by Tenant
2. Tenant Owed Utility Bills
3. Other Fees Not Paid
4. Legal and Court Costs
5. Additional Rent Charges
6. Past Rent
7. Current Rent

➔ **Tenant Initials: (3)** \_\_\_\_\_

## 8. NUMBER OF OCCUPANTS

- a) The number of tenants signing this lease are: 2 Tenant(s).

Names of all occupants not signing this lease: Joey Smith & Julie Smith

- b) If any unauthorized occupant(s) is living in the leased property, landlord can:
  1. End this lease with thirty days written notice.
  2. Require Tenant to pay \$100.00 per month for each unauthorized occupant(s). We must process an application and approve anyone who will reside in the apartment more than 10 days. Written permission is required.
  3. Require Tenant to pay for all damages caused by unauthorized occupant(s).
- c) Unauthorized occupant(s) is anyone not listed on the lease that has lived in the leased property for more than 10 days.

## 9. UTILITIES

Landlord and tenant agree to pay for the utilities and services as listed below:

Cable TV

**Tenant**

Cold Water/Sewer (water usage, service & storm water charges)

**Tenant**

\*Age-based scale is charged on a monthly basis for each occupant: \$7 ages 2-10; \$15 ages 11& up

Electricity

**Tenant**

Gas  
Heat (Gas)  
Hot Water  
Trash collection fees

**Tenant**

**Tenant**

**Tenant**

**Tenant** pays for all trash collection/service fees. The fee imposed on a multi-unit building, will be split evenly between the number of units.

➔ **Tenant Initials: (4)** \_\_\_\_\_

## 10. INSPECTION

- a) It is Tenant's responsibility to return a signed copy of the inspection sheet by certified mail within five (5) days of move-in to the Landlord. When this lease ends, Tenant is responsible for all items needing repair not listed on the inspection sheet

If the inspection sheet is not returned within the five (5) days, Tenant agrees the leased property is in satisfactory condition.

## 11. CHANGES TO THE LEASED PROPERTY

- a) Tenant agrees not to change or redecorate the leased property without Landlord's written permission. The following are not permitted:
1. Painting of walls;
  2. Installing any wall covering material
  3. Nailing into the walls or any wall covering material
  4. Installation of ceiling tiles, or any other object, which requires the drilling of holes in the floors, doors, or ceilings.
- b) Landlord-approved changes that the Tenant made to the leased property belong to the Landlord, unless Landlord and Tenant agreed otherwise in writing.

## 12. INSURANCE

- a) Landlord agrees to carry fire and liability insurance on the building. Landlord does not insure Tenant's personal property under his insurance policy.
- b) Landlord strongly recommends that Tenant carry fire and liability insurance to protect Tenant, Tenant's personal property, and his guests. Tenant agrees to list Landlord as additional insured on any policy Tenant purchases.
- c) If there is any loss of property by fire, theft, burglary, or any other means, Tenant agrees to relieve Landlord from all responsibility. Tenant agrees to pay for any loss or claims filed.

➔ **Tenant Initials: (5)** \_\_\_\_\_

## 13. LANDLORD NOT RESPONSIBLE FOR TENANT'S PROPERTY AND TENANT'S GUESTS' INJURY

- a) Landlord is not responsible for loss, theft, or damage to property of Tenant or Tenant's guests.
- b) Landlord is not responsible for any liability or injury to any person while on the leased property.
- c) All belongings left by Tenant become Landlord's property to remove or keep as abandoned property. The cost of disposal is charged to Tenant.

## 14. BAD CHECKS

Tenant agrees to pay a fee of \$50.00 for any check that is not honored by the bank. Landlord reserves the right to require future rent payments in the form of money order, or certified check.

## 15. ADDITIONAL SIGNERS TO THE LEASE

- a) All signers of this lease are responsible for all financial obligations. This includes but is not limited to: rent, late fees, damages, and other costs over the security deposit.
- b) Landlord will place a money claim or lien on the real estate after receiving a court judgment showing the amount of money Tenant owes.

## 16. CARE AND USE OF THE LEASED PROPERTY

- a) **Primary Residence:** Tenant agrees to use the leased property as a private residence only for tenant and authorized occupants only.
- b) **Use of Leased Property:** Tenant agrees not to use the leased property for any unlawful or hazardous purposes. Tenant needs written permission from Landlord before using the leased property for any business or profession.
- c) **Obey all laws:** Tenant agrees to obey government housing regulations, local and state laws, and condominium and homeowner association rules as they apply to Tenants.
- d) **Keep safe and clean:** Tenant agrees to keep the leased property safe against fire and water damage. Tenant agrees to remove trash, garbage, and other waste in a safe manner and in accordance with the city ordinance and the attached "Trash and Recycling Addendum".
- e) **Heating sources:** Tenant agrees not to use any other heating source than the one provided in the leased property unless it is an electric oil-filled radiator.

## 17. TENANT'S RESPONSIBILITIES

- a) **No Noise:** Tenant is responsible for the behavior and conduct of all people, either living with or visiting the Tenant. It is Tenant's responsibility to make sure these individuals behave in a manner that will not disturb neighbors. If the tenants below you complain about noise coming from your unit, you will be responsible for covering 80% of the floor area directly above their bedrooms(s) with carpet within 10 days.
- b) **Payment of Utilities:** Tenant agrees to pay on time all utility bills for which Tenant is responsible. Section 9 lists Utility Services.
- c) **Pests:** Landlord is giving the leased property free of insects, rodents, and pests at move-in. Tenant agrees to pay for a pest control service if needed after the tenth (10th) day of move-in. If it is determined that the source of the pest problem is other than the cleanliness of the apartment, Landlord will provide and pay for extermination services.
- d) **Locks:** Tenant agrees not to change locks or put additional locks on doors without Landlord's written permission. Landlord may remove any locks put on by Tenant. Tenant will pay the cost of the new locks.
- e) **Phone Numbers:** Tenant agrees to provide Landlord with current home and work phone numbers and will tell Landlord of any change in these numbers.

➔ **Tenant Initials: (6)** \_\_\_\_\_

## 18. LANDLORD'S RESPONSIBILITIES

- a) **Government Regulations:** Landlord agrees to keep the leased property and common areas as required by law or government regulation.
- b) **Good Repair:** Landlord agrees to keep in good repair and working order the electrical, plumbing, sanitary, heating, air conditioning, and all other services. Tenant will advise Landlord in writing of any of these items not in good repair or working order. Landlord is not responsible for damage caused by Tenant negligence or intentional acts.

## 19. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

- a) Tenant agrees to permit Landlord to place a For Sale, Rent, or Informational sign on or near the Property.

- b) Landlord agrees to give Tenant notice the day before entering the leased property. Landlord, or person chosen by Landlord, has the right to inspect, show, make repairs, and do maintenance even if the Tenant is not home.
- c) Landlord, or a person chosen by the Landlord, has the right to enter the leased property without notice for an emergency. If Tenant is not present, Landlord agrees to tell Tenant promptly to explain the visit.

➔ **Tenant Initials:** (7) \_\_\_\_\_

## **20. DAMAGE TO LEASED PROPERTY**

- a) If a fire or other mishap damages the leased property, Tenant may continue to occupy the livable part if local codes and laws grant permission. If Tenant decides to stay, Tenant will pay rent according to the percentage of the amount of area that is livable until Landlord repairs the damage.
- b) If Tenant decides not to stay or occupancy is not permitted, this lease will end immediately. Landlord will collect money due by Tenant and then return security deposit plus rent paid in advance for the period after the fire or mishap. Once the lease has ended, Landlord is not responsible for finding replacement housing for Tenant.
- c) Tenant agrees to allow Landlord or Landlord's representative to enter the leased property whenever necessary to repair damage caused by fire or other mishap.
- d) Any fire or other mishap caused by Tenant or Tenant's guests is Tenant's full responsibility. This includes the payment of rent and all other terms and conditions of this lease.
- e) Tenant is responsible for water damage caused by windows being left open. Any damage done to windows, screens & doors is Tenant's responsibility.
- f) Tenant agrees not to hold Landlord responsible for personal property damage or injury caused by water, snow, or ice. Tenants are responsible for snow & ice removal in single-family dwellings.

## **21. LOST KEYS**

- a) If Tenant contacts Landlord to unlock a door between 9 AM and 5 PM Monday through Friday, the cost is \$30.00 cash. If Tenant contacts Landlord after 5PM or on the weekends, the cost is \$100.00. After 10PM, tenant must call an emergency locksmith. [Thinking of breaking in, See 59i]
- b) If Tenant decides to use a locksmith, Tenant must pay locksmith and provide Landlord with a new key and old locks immediately. The Landlord can change the locks back to the master cylinder set to better accommodate for property management and bill the Tenant for the cost of labor. Landlord will also bill Tenant for the cost of the new locks if the old locks were never returned to the Landlord.
- c) If Tenant contacts Landlord to replace a lost key, the cost is \$2.00 per key.

➔ **Tenant Initials:** (8) \_\_\_\_\_

## **22. REPAIRS**

- a) Tenant agrees to immediately tell Landlord in writing or by email to [maintenance@phillyrentals.org](mailto:maintenance@phillyrentals.org) of any dangerous or defective conditions on the Property or in the leased property. If Tenant fails to do so, Tenant is responsible for all injury or mishap caused by the dangerous or defective conditions.
- b) Tenant agrees to change filters on the furnace every month or two. Landlord agrees to supply the filters. This only applies if the unit has its own individual furnace. (A clean filter may reduce your gas bill and prevent dust from recirculation).
- c) Tenant agrees to pay to open all clogged drains, toilets, sinks, and traps beginning 10 days after Tenant takes occupancy.
- d) Tenant agrees to pay the total cost of any repair that is above "normal wear and tear" that is caused by Tenant or Tenant's guest(s). Tenant agrees to correct and pay for these damages. If Tenant does not complete repairs within 30 days, Landlord may pay to have the repair completed. This cost is considered additional rent and is due with the following month's rent payment.

e) Landlord is not responsible for any inconvenience or loss that needed repairs might cause.

f) Landlord is not responsible to repair damage Tenant or Tenant's guests intentionally caused.

➔ **Tenant Initials: (9)** \_\_\_\_\_

## 23. LEAD BASED PAINT NOTICE

Every Lessee of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Lessor of any interest in residential property is required to disclose to the lessee the presence or absence of any lead based paint and/or lead based paint hazards. A comprehensive lead inspection or risk assessment for possible lead based paint and/or lead based paint hazards is recommended prior to lease.

The Philadelphia Department of Public Health has determined that most housing built in Philadelphia before 1978 contains dangerous lead paint. This property was built before 1978, therefore, without a comprehensive lead inspection, conducted by a certified lead inspector, showing there is no lead paint or there are no lead based paint hazards, you can assume that this property contains lead based paint.

\_\_\_\_\_ Property was built on or after 1978. This Paragraph does not apply.

\_\_\_\_\_ Property was built before 1978. Landlord and Tenant must provide information in this paragraph.

**a) Landlord does not know of any lead-based paint or lead-based paint hazards on the Property unless stated below:**

\_\_\_\_\_ Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property.

Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about the lead-based paint and lead-based paint hazards.

**b) Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property unless stated below:**

\_\_\_\_\_ Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on the Property. List records and reports: See attached report.

Every lessee of any interest in residential property is notified that any residential dwelling, regardless of construction date, may have a lead water service line or lead plumbing components. Regardless of the construction date, the Lessor of any interest in residential real property is required to disclose to the lessee the known existence of a lead water service line. You are advised to read the pamphlet containing information of lead water service lines and lead plumbing components provided at the time of entering into the lease.

**c) Tenant must initial all that are true:**

➔ **Tenant Initials: (10)** \_\_\_\_\_ TENANT ACKNOWLEDGES RECEIPT OF A CURRENT PAMPHLET PRODUCED BY THE CITY OF PHILADELPHIA THAT DESCRIBES THE BEST PRACTICES FOR REDUCING THE RISK OF LEAD EXPOSURE FROM LEAD SERVICE LINE AND LEAD PLUMBING COMPONENTS.

➔ **Tenant Initials: (11)** \_\_\_\_\_ Tenant has read the information given by Landlord in paragraph 23 (A) and (B) above.

➔ **Tenant Initials: (12)** \_\_\_\_\_ If applicable, tenant has received all records and reports that Landlord listed in paragraph 23 (B) above.

➔ **Tenant Initials: (13)** \_\_\_\_\_ Tenant has been advised that he/she has a ten (10) day period following the signing of this lease, to obtain, at his/her own expense, a comprehensive lead inspection and risk assessment from a certified lead inspector. Should the inspection reveal lead-based paint or lead-based paint hazards on the premises; or in the case of any residential housing, should the inspection reveal a lead service line or lead plumbing components, Tenant may terminate the lease within two business days of the receipt of the inspection report, with all monies paid on account to be refunded to Tenant. Failure of the Tenant to obtain such inspection within the permitted ten days and/or failure to terminate the lease upon a finding of lead-based paint or lead-based paint hazards or a lead service line or lead plumbing components within the

two-day period will constitute a waiver of the right to conduct an independent inspection and the lease will remain in full force and effect.

d) Landlord and Tenant certify by signing this Lease that the information given is true to the best of their knowledge.

## **24. WATERBEDS**

a) Waterbeds are not allowed unless Landlord agrees in writing.

b) If allowed, Tenant must sign a Waterbed Agreement and show proof of an insurance policy naming Landlord as an additional insured or beneficiary.

## **25. SMOKE DETECTORS**

a) Landlord has supplied smoke detector(s) in the leased property. Tenant is responsible for testing the smoke detector monthly and replacing batteries when an occasional chirping sound, which may be an indication of a low battery or carbon monoxide issue.

b) Tenant agrees to tell Landlord immediately if any smoke detector(s) fails to work for any reason other than the battery.

c) Tenant agrees not to disconnect a smoke detector or allow anyone else to disconnect it. Tenant is responsible for any injuries, damages, or loss suffered because of someone disconnecting a smoke detector for any reason.

d) Failure to properly maintain smoke detectors, replace smoke detector batteries, or notify Landlord of any broken or malfunctioning smoke detectors is a breach of this lease.

e) Tenant will pay for damage to the property if Tenant fails to maintain smoke detectors.

f) Tenant has received instructions to the carbon monoxide and smoke detectors at lease signing.

➔ **Tenant Initials: (14)** \_\_\_\_\_

## **26. VEHICLES**

a) If a parking space is provided, tenant agrees to park cars, trucks, or motorcycles in the parking area. Tenant agrees to have current registration, license plates, and inspection stickers on all vehicles. Tenant will receive a written notice from Landlord for any vehicles not meeting these requirements. If Tenant does not comply with these requirements within five (5) days, Tenant agrees to pay towing and other expenses to remove the vehicle(s).

b) Tenant agrees not to park or store a motor home, camper, trailer, boat, boat trailer, or other recreational vehicle without the written permission of Landlord.

c) Repainting, repairing, or servicing of any vehicle is not permitted anywhere on the property.

## **27. NO PETS ALLOWED**

a) Tenant agrees not to have any pets or animals on the leased property without the written permission of Landlord and only after a pet addendum is signed by all parties. If Landlord discovers Tenant has an animal on the leased property, without Landlord's permission, Landlord can:

1. End the lease by giving thirty (30) days written notice to leave

2. Charge the tenant a non-refundable pet deposit per pet. This deposit will go towards cleaning, deodorizing, and removing allergens so that future tenants who are highly sensitive to pet dander can occupy the property

3. Remove any animal found on the leased property that is not approved by Landlord to an animal shelter or other such location at Tenant's expense

4. Tenant agrees to pay additional rent of \$50/month per unauthorized pet until the unauthorized pet is removed from the property or until a pet addendum is signed. This additional rent does not give the Tenant the right to keep the unauthorized pet in the property nor does it diminish the remedies permitted by the lease.

b) Any Tenant that feeds a stray cat will be responsible for flea exterminating costs starting at \$350.

➔ **Tenant Initials: (15)** \_\_\_\_\_

## **28. TOGETHER AND INDIVIDUAL LIABILITIES**

If more than one Tenant signs this lease, each is responsible individually or together for making full rent payments. This means that if one Tenant moves out, Landlord can make all Tenants or just one Tenant responsible to pay the full rent. It also means that Landlord can sue any one Tenant or all Tenants for breaking the lease.

**All tenants and cosigners are viewed as ONE. It is not the Landlord's responsibility to track which roommate has not paid rent. We have enclosed a form in your lease packet for the Tenants to do their own bookkeeping. We suggest that you keep this form on the refrigerator.**

➔ **Tenant Initials: (16)** \_\_\_\_\_

## **29. TENANT MAY NOT TRANSFER OR SUBLEASE**

A sublease is a separate lease between Tenant and another person who agrees to lease all or part of the leased property. Tenant agrees not to transfer, sublease, or allow anyone else to occupy the leased property without Landlord's written permission. Any new Tenant must first meet Landlord approval before being accepted as a new Tenant.

- a) Tenant is responsible for all expenses in locating a replacement Tenant;
- b) Replacement Tenant must submit an application and application fee. Landlord must review the application and approve. Replacement Tenant may be required to supply a cosigner and submit the applicable fee for doing so;
- c) The lease remains under the original Tenant's name. Original Tenant is responsible for all damages, needed repairs, and uncollected rent of the replacement Tenant;
- d) The replacement Tenant must accept the property in "as is" condition and after approval, pay a fee of \$150.00 to Landlord for time in processing the transfer.

➔ **Tenant Initials: (17)** \_\_\_\_\_

## **30. TAKING BY THE GOVERNMENT**

The government has the right to take private land for public use. If the government takes all or part of the Property, this lease ends. Both Landlord and Tenant agree to end lease as of the date of the transfer.

## **31. NO JURY TRIAL**

Landlord and Tenant agree to give up their right to a trial by jury. This is for any civil action or any other action brought by either Landlord or Tenant against the other.

## **32. LANDLORD'S RIGHT TO MORTGAGE THE PROPERTY**

If Landlord has a mortgage on the property, the mortgage company rights are stronger than the tenant's rights against the Landlord. If Landlord fails to make monthly mortgage payments, the mortgage company has the right to sell the property. This may end Tenant's lease or require Tenant to make payments to the mortgage holder and not the Landlord.

## **33. SALE OF PROPERTY**

- a) If Landlord sells the Property, Landlord will transfer all security deposits to the new Landlord, less any late fees, deductions for damages, past due rent and other outstanding tenant charges as per the lease. Landlord agrees to notify Tenant about the sale and to provide the name, address, and phone number of the new Landlord and where rent is to be paid.
- b) The new Landlord is responsible to Tenant for the return of the security deposit due after the sale of the property.
- c) Tenant understands that Landlord will not have any more responsibilities in this lease after the property is sold to the new owner.

## **34. TRUTHFUL APPLICATION**

If Landlord learns that Tenant is not truthful on the rental application, Landlord may end this lease immediately.



### **35. LAWN CARE AND SNOW REMOVAL**

- a) Tenant is responsible for lawn maintenance and snow removal. This only applies to single-family residences or units where the exterior area is solely for that unit.

Lawn maintenance means:

1. Cutting of grass
2. Trimming of bushes and hedges
3. Weeding of flowerbeds

Snow removal means:

1. Shoveling snow from steps, sidewalks and driveway
2. Removal and salting of ice and snow

- b) If Tenant does not comply with this section in a satisfactory manner, Landlord may complete the work at Tenant's expense. This expense becomes additional rent due.
- c) Violations and penalties assessed by the city for non-compliance in these areas will also be passed to the Tenant. Tenant agrees to reimburse the owner for any and all associated costs within 15 days. The city will either leave the first violation notice at the door or mail it to the property. In either case, Tenant should make payment directly to the city or bring the violation to the owner within 48 hours of receipt to avoid incurring a late-payment penalty. Failure to pay the violation and/or penalty may result in a court hearing. If a hearing is required, the Tenant hereby agrees to attend the hearing with the owner, regardless of the name on the violation. All court costs and fines will be the responsibility of the tenant to pay the hearing.
- d) By ordinance, snow must be shoveled to form a 36-inch pathway within 6 hours after the snowfall stops. Tenant may shovel snow themselves or hire any sub-contractor of their choice as long as the contractor has a current general liability insurance policy and a copy of the contract is sent to the owner in advance of the winter season. The Owner of the property must be shown as an additional insured. Landlord will not be held responsible for any injuries that occur from un-shoveled sidewalk & steps. Any violations, penalties, and court costs assessed for the non-removal of snow by the city will be passed to the Tenant for payment.
- e) Tenant agrees to sprinkle ICE MELT before every snowfall to prevent icing. Landlord does NOT permit Tenant to use rock salt because it damages cement. If Tenant does not keep all areas where people walk free of ice and snow, Landlord may hire a contractor to do so and the tenant will be charged \$45.00 for snow removal and an additional \$50 to remove ice.

➔ **Tenant Initials: (18)** \_\_\_\_\_

### **36. ILLEGAL ACTIVITY**

This lease automatically ends if anyone finds Tenant or Tenant's guests storing, using, selling, manufacturing, or distributing illegal drugs. This also applies to any other illegal activity under State and Federal law.

### **37. NOTICES**

- a) Landlord agrees to send all legal notices to Tenant in writing by regular mail or certified mail, or to deliver in person. If Tenant is not home, Landlord or Landlord's representative will place the notice on the leased property in an easy-to-see location.
- b) Tenant agrees to send all notices to Landlord in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.

### **38. DEATH DURING LEASE**

- a) If Tenant dies during the term of this lease and is a single person Tenant:
- 1) Tenant's heirs or the executor of the estate have the right to end this lease two (2) months after the death of the Tenant.

- 2) The leased property must be free of all furniture, cleaned and ready for move-in by a new Tenant before written notice of cancellation is given.

b) Security Deposit is returned when:

1. Rent and other charges remaining due are paid in full;
2. All furniture and personal belongings are removed and leased property is clean;
3. A replacement Tenant is found who will take occupancy at the end of the two months.

c) If lease is signed by more than one person, the surviving Tenant(s) who signed the lease are responsible to complete the lease.

### **39. LANDLORD DOES NOT GIVE UP RIGHTS**

If Landlord fails to enforce any clauses in this lease, Landlord may enforce these clauses at a later time without penalty.

### **40. SURVIVAL**

If the courts find any clauses against the law, all other clauses that are legal are not affected.

### **41. CHANGING TERMS AND CONDITIONS OF LEASE**

- a) Landlord and Tenant must give the Required Notice outlined in paragraph 42 if any terms and conditions are changed. Tenant has 15 days from the date of receiving the notice to decide to accept or not accept the changes. Notice must be sent via certified mail with a return receipt requested or email with a delivery confirmation.
- b) If Tenant does not give the required notice as outlined above, the lease renews under the new terms and conditions given by the Landlord. Notice must be sent via certified mail with a return receipt requested or email with a delivery confirmation.

➔ **Tenant Initials: (19)** \_\_\_\_\_

### **42. RENEWING LEASE**

- a) **Required Notice:**
  1. If your lease term is three months or less, notice to terminate is required at least 30 days prior to the end of the term.
  2. If your lease term is greater than three months, notice is required at least 90 days prior to the end of the term.
- b) Landlord and Tenant must give each other notice in writing by certified mail with return receipt requested or email with delivery confirmation, if either party does not want the lease to automatically renew.
- c) This lease automatically renews on an annual basis if not ended or changed by either party.

### **43. NOTICE TO END LEASE**

- a) Tenant or Landlord may only end lease at the end of the lease term. Tenant and Landlord agree to give the other the required notice (see paragraph 42).
- b) If Tenant or Landlord notifies the other after the first of the month, notice does not take effect until the first day of the next month.
- c) Landlord can terminate this lease prior to the lease termination date with a 60-day written notice if an agreement of sale has been signed for the property. This applies during the initial lease term as well as all extended lease terms.
- d) In the event, the lease is terminated prior to the expiration date, the Tenant will be held responsible for all court costs, all leasing fees for re-renting the unit, and all monthly rent until the apartment is re-rented as outlined below.
- e) If one roommate chooses to leave before the lease is up: All tenants are responsible for the full rent and utilities until the expiration of the lease. Rent is defined as whatever the total monthly rent is, not your individual share.

➔ **Tenant Initials: (20)** \_\_\_\_\_

- f) Tenant is deemed to have relinquished the premises if:
  - a. There is execution of an order of possession in favor of Landlord
  - b. Tenant has physically vacated the premises, removed substantially all personal property, and provided a forwarding address or written notice stating that they have vacated the premises.
- g) Tenant has 10 days to contact Landlord regarding their intentions to retrieve any personal property left on the premises. If this intent is conveyed, Landlord must retain the personal property at a site of Landlord's choosing for 30 days. However, if no communication is made within 10 days, the property may be disposed of at the end of the ten days at the discretion of the Landlord. Tenant is responsible for all costs for removal and/or storage of the personal property.

#### **44. TENANT MOVES BEFORE END OF LEASE**

If Tenant wants to end this lease and move out before the ending date, Tenant will:

- a) Pay liquidating damages equal to one month's rent as a leasing commission & the monthly rent due until the unit is re-rented. Tenant will receive the security deposit back, minus damages, if a replacement tenant is found by Tenant's move-out date.
- b) If Tenant or Landlord finds a replacement tenant after the move-out date, tenant will receive the balance of the security deposit, if any remains.
- c) Tenant is responsible for the monthly rent due until the end of the lease or the new Tenant's occupancy date, whichever occurs sooner. If the new tenant pays less rent, you will be responsible for the difference.
- d) If Tenant abandons the property while rent is due and unpaid, Landlord has the right to take possession of the property immediately and to rent the property to another tenant.

➔ **Tenant Initials: (21)** \_\_\_\_\_

#### **45. NOTICE TO LEAVE THE LEASED PROPERTY (NOTICE TO QUIT)**

If Tenant breaks this 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.**

#### **46. TENANT BREAKS LEASE**

- a) Tenant loses the protection provided in this lease if:
  - 1. Tenant does not pay rent or other charges due;
  - 2. Tenant vacates or abandons the leased property before the end of the lease without written notice to the Landlord;
  - 3. Tenant does not follow all the terms and conditions of this lease;
  - 4. Tenant does not leave at the end of the lease period. Tenant will pay Landlord a fee of \$50.00 per day if Tenant does not leave the leased property at the end of the lease.

#### **47. LANDLORD'S RIGHTS IF TENANT BREAKS LEASE**

- a) If Tenant breaks this lease agreement, Landlord has the right to:
  - 1. End this lease agreement;
  - 2. Go to court to get back (recover possession) the leased property;
  - 3. Hire an attorney to start a court eviction action. Tenant agrees to pay Landlord all attorney's fees and court costs;

**4. Start eviction action.**

- a. If Landlord does not use an attorney,
  - i. Tenant agrees to reimburse the Landlord for the cost of certified mail postage plus \$20 per tenant and \$20 per cosigner as administrative fees.
  - ii. Tenant agrees to pay Landlord the sum of one hundred dollars (\$100) as collection costs as well as all the filing fees incurred.
  - iii. Tenant agrees to pay the sum of one hundred dollars (\$100) as research administrative fees if Tenant disputes balance and therefore, Landlord has to do any or all of the following:
    - a. Compare Tenant's payment records with Landlord's records
    - b. Pull invoices/bills
    - c. Analyze past due balance to show what months/invoices remain unpaid or not paid in full
- b. If the Landlord does use an attorney for the eviction process,
  - i. Tenant agrees to pay reasonable attorney fees and costs as well as all the filing fees incurred.
  - ii. Tenant agrees to pay the sum of one hundred dollars (\$100) as research administrative fees if Tenant disputes balance and therefore, Landlord has to do any or all of the following:
    - a. Compare Tenant's payment records with Landlord's records
    - b. Pull invoices/bills
    - c. Analyze past due balance to show what months/invoices remain unpaid or not paid in full
    - d. Attend the court hearing

➔ **Tenant Initials: (22)** \_\_\_\_\_

**5. Go to court to recover rent and other charges due until the end of this lease even if this lease has not ended.**

- b) If Landlord wins in court, Landlord can use the court process to take tenant's personal goods, motor vehicles, and money in banks.
- c) If any legal action is brought by either party to enforce any part of this lease, the prevailing party shall recover reasonable attorney fees and costs, not to exceed \$500, in addition to all other relief.

➔ **Tenant Initials: (23)** \_\_\_\_\_

**48. WHAT TENANT OWES LANDLORD IF TENANT BREAKS LEASE**

If Tenant breaks lease, the Tenant owes to Landlord:

- a) All rent and other charges allowed by this lease;
- b) All legal fees, court costs, collection agency fees, sheriff's or constable's fees, moving and storing cost, and other expenses that Landlord has to pay;
- c) The cost of repairing and replacing any damage to the leased property caused by the Tenant or Tenant's guests.
- d) Any cost that Landlord suffers as a result of Tenant breaking lease.

**49. SECURITY DEPOSITS**

- a) Tenant agrees to give Landlord a written forwarding address and return all keys before moving from the leased property. Failure to do so will allow Landlord to keep Tenant's security deposit in full.
- b) Within 30 days of Tenant moving, Landlord will forward the balance of the security deposit. Landlord will give Tenant a list detailing the costs of all damages subtracted from the security deposit.
- c) The amount of the security deposit to be returned to John Smith. It will then be his/her responsible to reallocate the refund between the other tenants.
- d) A 1% escrow management fee will be deducted from the Tenant's security deposit at the end of the lease term. This 1% management fee will be made payable to the property manager.

e) Landlord will use security deposit money in the following order:

1. Damages to Leased Property Caused by Tenant
2. Additional Rent Charges
3. Tenant Owed Utility Bills
4. Other Fees Not Paid
5. Legal and Court Costs
6. Past Rent
7. Current Rent

f) Tenant cannot use the security deposit as payment for any month's rent without court permission.

→ **Tenant Initials: (24)** \_\_\_\_\_

## 50. RETURN OF SECURITY DEPOSIT

The return of Tenant's security deposit is subject to the following conditions:

- a) Full term of lease has ended;
- b) Landlord has received a written forwarding address of tenant before moving;
- c) All rent paid in full;
- d) All keys and other items that Landlord provided are returned;
- e) No damage to the property has occurred beyond normal wear and tear;
- f) All personal property belonging to the tenants has been removed;
- g) The entire leased property has been cleaned, including all appliances;
- h) Holes in walls, scratches in woodwork, holes or damage to flooring whether carpeting, tile, or wood, have been repaired according to standard practices;
- i) No unpaid late charges or rent remains due;
- j) All utility bills are paid in full and written proof given to Landlord;
- k) Light fixtures have been cleaned and bulbs replaced where needed;
- l) All carpets have been professionally cleaned and written proof given to Landlord. Proof includes a receipt for the rental of an industrial carpet cleaning machine.

## 51. REPORTING OF PAST RENT OWED

Tenant is aware that Landlord may report any past rent, damages, utilities, or other costs owed by Tenant to a credit-reporting agency. Tenant understands this reporting could affect Tenant's ability to obtain credit or credit for future housing.

## 52. APPLIANCES

Upon move-in, the lease property will contain the following appliances: Microwave. Tenants may use these appliances and agrees to pay the first \$75 of any repair bill. If the Landlord's repair company determines that the appliance cannot be repaired or the repairs are too costly, Landlord will replace the appliance. In such a case, the tenant will pay \$75 towards a replacement appliance. Tenant agrees to reimburse the Landlord for any air conditioners that are stolen, damaged or missing. Landlord is not obligated to replace the stolen air conditioners until payment is received.

→ **Tenant Initials: (25)** \_\_\_\_\_

## 53. BILLING FOR UTILITIES THAT REMAIN IN LANDLORD'S NAME

- a) If any utility accounts must remain in Landlord's name, the Tenant will be billed on a monthly basis for the current usage, storm water and service charges. This amount should be made payable to the Landlord and included in the next rent payment.
- b) If Tenant has been late on any month's rent during the year, owes additional fees, and does not renew the lease for another year, Landlord is not responsible to pay rent credit payments.
- c) If Landlord keeps utility bills in Landlord's name, or local municipalities require bills to stay in Landlord's name, Landlord will forward bill to Tenant. Tenant is then responsible to pay the current charge to the Landlord with the next rent payment.

d) If water bills are not paid within 30 days from the date of the invoice, there will be a 5% late fee, charged 30 days from invoice date.

e) For units where the landlord is responsible for the water, the tenant will be responsible for any bill in excess of the average of the prior 3 months bills if the tenant fails to report any leaks, dripping faucets, or running toilets by email.

➔ **Tenant Initials: (26)** \_\_\_\_\_

#### **54. MILITARY RELEASE FROM LEASE**

a) Landlord agrees to let Tenant end this lease with 60 days written notice if tenant receives orders to a new duty station located out of the area. This also applies if the government assigns Tenant to government housing.

b) Tenant agrees to give Landlord a copy of the official orders. Landlord will not charge any penalties for breaking this lease.

#### **55. PAINTING**

Tenant must have written permission from Landlord before painting the property. If Tenant paints or wallpapers, the Landlord will repaint the surface and pass the bill to the tenant. This bill must be paid within 10 days or Landlord may begin eviction proceedings. Tenant will be required to sign a Paint Addendum to this lease before painting, even if verbal approval is given.

#### **56. TENANT FAILS TO MOVE IN AFTER GIVING DEPOSIT TO HOLD**

If leased property is ready for move-in and Tenant cancels moving in, Landlord may keep all money paid by Tenant in advance. Tenant is responsible for payment of reasonable advertising costs to re-rent the leased property. Tenant pays rent for days the leased property remains empty.

➔ **Tenant Initials: (27)** \_\_\_\_\_

#### **57. ANTENNAS AND SATELLITE DISHES**

a) Tenant agrees not to install, or attach to the building, any antenna or satellite dish without permission of Landlord.

b) If Tenant installs an antenna or satellite dish without written permission from the Landlord, Landlord may end this agreement by giving 30 days written notice.

#### **58. PGW**

Tenant acknowledges responsibility for payment of all bills from the Philadelphia Gas Works (PGW) for gas consumed upon the leased premises and agrees as follows:

- a) Tenant shall provide to Landlord information regarding all occupants of the premises and such other information as may from time to time be required by the Philadelphia Gas Works.
- b) Tenant shall provide immediate access to the rental unit for purposes of utility shut-off if the Philadelphia Gas Works advises that the gas is scheduled to be shut-off for nonpayment. Such circumstances shall be considered an emergency warranting removal of the locks by Landlord and such forcible entry as may be required to provide the PGW technician with access to the gas meter.
- c) Tenant shall be responsible for all costs of repair to the property if forcible entry is required to provide access by Landlord or a Philadelphia Gas Works employee. Tenant is advised that such damages can be avoided by providing access to the Landlord and/or PGW upon demand.
- d) If PGW notifies the owner that the gas is being shut off for non-payment in the wintertime, Tenant will allow Landlord to turn off the water and remove any water that remains in the plumbing & heating systems in order to protect the pipes from freezing. All costs associated with any utility shut off or winterization is the responsibility of the Tenant to pay.
- e) To prevent a lien against the property for Tenants failure to pay their gas bill, at the Landlord's sole discretion, Owner may use the tenant's security deposit to pay the past due gas bill, after deducting for damages and other charges owed to the owner as per the lease agreement. Landlord shall have no duty to prevent a Tenant gas shut-off by use of the Tenant's security deposit or by any other means. It is the Tenant's responsibility at all times to pay for the gas usage at the leased premises. Tenant shall repay to Landlord the amount of the security deducted and used toward a Tenant gas bill within five (5) days of written notice of such deduction and Tenant's obligation for payment. Nonpayment shall be further grounds for lease termination and eviction as a breach of this lease agreement.

Landlord assumes no liability for acts or omissions of the Philadelphia Gas Works or its agents and Tenant hereby fully and completely releases Landlord.

➔ **Tenant Initials: (28)** \_\_\_\_\_

## 59. ADDITIONAL CONDITIONS BETWEEN LANDLORD AND TENANT

- a) **Flooring:** Do not wet-mop laminate flooring. It cannot be wet. If you are unsure if your unit has laminate flooring, please call the office.
- b) **Heat:**
  - 1. Kerosene and propane heaters are prohibited.
  - 2. If the property is heated by oil, Tenant agrees to use an oil company approved by the Landlord. Landlord agrees to have the heater serviced as needed through a service plan. At the time the lease is signed, Tenant must reimburse Landlord for the oil in the tank. This will prevent Tenant from moving into the property without heat. Tenant must keep plenty of oil in the tank at all times to prevent the heater from pulling sludge-like oil from the bottom of the tank, which will then require a service call. If this occurs, Tenant is responsible for any repairs required due to a freeze-up. The cost of any such repairs will be deducted from Tenant's security deposit. Tenant must then replenish the security deposit within 10 days. As a precaution, Tenant agrees to sign an automatic delivery contract and supply a copy of that contract to the Landlord each year. In addition, Tenant also agrees to provide proof of payment for oil delivery.
  - 3. If the Landlord is responsible for supplying heat, it will be set in accordance with the local ordinance, which states that heat will be set to 68 degrees beginning October 15<sup>th</sup> and ending on April 15<sup>th</sup>. Only oil-filled portable electric heaters can be used for supplemental heat.
  - 4. If the owner pays the electric, Tenant has permission to supply and use a window air conditioner and/or a space heater; however, the tenant also agrees to pay an additional \$50 per month per air conditioner or space heater unless it is stored in the basement. If either appliance is in the apartment; in use or not, there will be a charge.
- c) **Bikes:** If a bike rack is installed in the basement, you can store your bike at your own risk. Bikes are only allowed in the basement of the building. Bikes are not permitted in the apartments, hallways, or yards. Tenants are also prohibited from chaining their bikes to the front of any property. Bikes scratch & dent front doors & walls. The front door is the first thing people see when they come to visit. Please help keep it looking new. A wood door can always be patched & painted. Steel doors, just like car doors, show nicks. While maneuvering your bike, watch that you do not leave footprints on the doors or scratches walls or banister. Owner is not responsible for bikes that are lost or stolen.
- d) **Basement:**
  - 1. Tenant is not to use the basement for storage. Tenant is aware that the following may occur in the basement, which may cause damage to stored items: pipes break, plumbing backs up, hot water heaters leak 30-gallons of water when they burst. Owner is not responsible for Tenant's damaged personal property.
  - 2. To avoid wet basements, tenant must keep the yard drain free of trash bags, leaves, and debris.
- e) **Broker/Owner:** David Scannapieco is a licensed realtor in the state of Pennsylvania. He does have an interest in the entity that owns this property.
- f) **Section 8:**
  - 1. If you are a Section 8 tenant, you must be at the property at every scheduled Section 8 inspection, initial and renewals, between 8:30 am and 4:00 pm to give the inspector access. If you cannot wait for the inspector, please make arrangements to have another adult over the age of 18 wait at the property on the inspection day.
  - 2. A Section 8 tenant is considered to be in violation of this lease if the landlord stops receiving rent payments from Section 8 because of tenant non-compliance.
- g) **Employment:** Tenant confirms that the information provided on the lease application is true and correct as to each adult tenant who is a party to this lease. In addition, tenant further agrees to provide notice or change of employment as an ongoing duty pursuant to this lease. Such notice shall be provided in writing within 20 days of any change of employment, as to each adult tenant who is a party to this lease. Failure to notify the owner or agent managing the property, of any tenant's change of employment, shall constitute a violation of this lease agreement subject to tenant eviction and all remedies for lease defaults contained within this lease or provided by general law. Also, upon request, tenant must supply us with proof of employment, such as a recent pay stub.
- h) **Appliances:**
  - 1. If Tenant chooses to have their own appliances installed at the property, Tenant agrees to have the dryer professionally installed and properly vented to the outside. If a self-install dryer is used without written permission and inspection from the Landlord, Tenant will be in violation of this lease.

2. Regardless of who owns window air conditioners, the Tenant agrees only to use our contractors to install and uninstall air conditioners for safety reasons; at a cost of \$10 each as long as we can change it on our schedule. We will do a visual inspection from the front and back exterior during summer months and charge \$35 for each air conditioner that may have been installed by someone other than the sub-contractor used by the Owner.

➔ **Tenant Initials: (29)** \_\_\_\_\_

3. All stove burners were tested during the move-in inspection. If food boils over, it will gum up the inside and the burner will not work. Do not try to fix it yourself. Please see the damage assessment form for costs associated with this repair.
  4. For 814 N. Broad St. only: Only floor model (portable) air conditioners are permitted. Window units are not allowed because they cannot be bolted into the building because it is historic; therefore, there is a possibility that it could easily fall and hit a pedestrian. Tenant will supply air conditioner(s) at their own expense.
- i) **Fire Hazards:**
1. Tenant agrees not to light candles or incense in the property. This is a fire hazard.
  2. Landlord reserves the right to remove the dryer hookup if the Tenant fails to keep the lint trap clean. Dryer sheets cause a film over the lint filter, which causes the unit to overheat and possibly catch fire. The best way to keep your dryer lint trap clean is to wash it with soapy water & an old toothbrush at least every six months.
  3. Tenant agrees not to smoke in the rental unit. Refer to the damage assessment forms for costs associated with smoking in the rental unit.
- j) **Burglary:** Tenant agrees to pay the cost of reconstructing or replacing the door and/or door jam in the event of a burglary in a single-family residence. If there is an alarm system, it is the tenant's responsibility to pay for and register the alarm system at using the form from <http://www.phillypolice.com/assets/docs/PPD-Form.Alarm-Registration.pdf>. All monitoring and fines relating to an unregistered alarm system, is the responsibility of the tenant to pay.
- k) **Option to Purchase:** If an Option to Purchase has been signed between the Landlord and Tenant, it is agreed that Agreement shall not give the Tenant any additional rights under this lease. Until the Tenant exercises the Option to Purchase the Tenant shall not have any Equitable Ownership interest in the property. A default on this lease shall be a default on the Option to Purchase and if the Landlord terminates this lease for cause or if this lease expires then the Option to Purchase shall also expire at the time the Landlord terminates this lease or this lease expires.
- l) **Severability:** If any part of this lease is construed as unenforceable, the remaining parts of this lease will be in full force and effect as though any unenforceable part or parts were not written into this lease.
- m) **Assignment by Landlord:** Landlord may assign any or all of its interest under the terms of this lease.
- n) **Pennsylvania Law to Apply:** This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created hereunder are performable in Philadelphia, Pennsylvania.
- o) **Descriptive Headings:** The descriptive headings used in this document are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no effect whatsoever in determining the rights or obligations of the parties.
- p) **Partnership for Good Housekeeping:** Tenant acknowledges receipt of this pamphlet.

➔ **Tenant Initials: (30)** \_\_\_\_\_

- q) **Rent Payments:**
1. Do not call your Landlord to verify that your rent has been received. Assume that your rent check was properly delivered unless you receive a letter of non-payment or the check has not cleared your account within 2 weeks of mailing. Only at this time should you contact your landlord.
  2. If the office is closed, your check or money order can be placed in the silver mailbox below our security gate. The mailbox is secured with a lock. Make sure that the payment is made payable to the owner and that you reference your last name and unit number; in the memo section of your check. For example, if John Smith lives in unit 113 N. 50<sup>th</sup> St. Apt. 1, his check should note on it "Smith 113-1."

➔ **Tenant Initials: (31)** \_\_\_\_\_

- r) **Smoking:** Smoking in multi-family buildings is prohibited in all dwelling units and common areas. Smoking is also prohibited in single-family residences.
- s) **Lease Provisions:**
1. This lease supersedes all previously signed leases for this unit.
  2. This lease can be signed in counterpart.
  3. The following signed documents are attached to and included as a part of this lease:
    - a. Heat and Central Air Requirement
    - b. Safety Matters



- c. Preventing Mice Problems
  - d. Dealing with Roach Problems
  - e. Drain Issues
  - f. Damage Assessment Form
  - g. Snow Removal
  - h. Move-out Instructions
  - i. Bed Bug Addendum
  - j. Trash and Recycling Addendum
4. **Special Clauses:** Franklin Investment Realty (license #RB050025C) is the PA licensed broker representing the landlord in this transaction. Their contact info is as follows: 2432 E. Norris St. 1st Fl. Philadelphia, PA 19125 Office (215) 382-7368 Fax (215) 558-6007. The landlord will directly disclose to the tenants the name & address of the bank in which the security deposits will be held.

➔ **Tenant Initials: (32)** \_\_\_\_\_

TENANT AGREES LANDLORD GAVE TENANT TIME TO REVIEW THIS LEASE. IF TENANT DOES NOT UNDERSTAND THE LEASE TERMS, TENANT SHOULD SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS.

THIS LEASE WITH ANY ADDED CLAUSES OR HOUSE RULES IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT. NO OTHER ORAL OR WRITTEN AGREEMENTS ARE PART OF THIS LEASE.



\_\_\_\_\_  
*John Smith*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Jane Smith*

\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Vitaro, LP*

\_\_\_\_\_  
*Date*

In the opinion of the Office of Attorney General, a pre-approved consumer contract meets the Test of Readability under 73 P.S. Section 2205 of the Plain Language Consumer Contract Act. Pre-approval of a consumer contract by the Office of Attorney General only means that simple, understandable, and easily readable language is used. It is not approval of the contents or the legality of the contract.

## Request for Taxpayer Identification Number and Certification

If the owner/property manager chooses to hold your security deposit in an escrow account, this form is required to open a sub-account in the primary tenant's name. Security deposits held in escrow earn interest and therefore, the bank requires this form. The interest earned will be refunded to you on an annual basis.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	John Smith
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) <input type="checkbox"/> payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
1234 Main St.	
City, state, and ZIP code	
Philadelphia, PA 19104	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## Heat and Central Air Requirement

### Heat:

The lease requires the heat to be above 50° at all times. If the temperature dips below this, the pipes can freeze and burst. This will cause damage to the heater and everything the water comes in contact with. Tenants and their cosigners will be held responsible for the damage.

### Central Air Conditioning:

If you have central air conditioning, do not lower the temperature below 70 degrees or the unit will freeze up. There is a \$250 charge if you cause this problem. If you do not change the filter, a freeze up can also occur. Please refer to your lease.

\_\_\_\_\_  
*John Smith*

\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Jane Smith*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## Safety Matters

### Carbon monoxide detectors:

1. They are often mistaken for smoke detectors. It is important that you can distinguish one from the other. If your carbon monoxide detector goes off, don't ignore it. You cannot smell or see carbon monoxide.
2. How can you tell the difference? Smoke detectors are mounted on the ceiling and carbon monoxide detectors are usually plugged into a receptacle or installed lower to the floor.
3. If you don't see smoke, assume it is a carbon monoxide detector and follow these instructions:
  - a. Do not go back to sleep
  - b. Call us at 215-382-7368 if no answer, call the gas company at 215-235-2050 and tell them the carbon monoxide detector is going off
  - c. Lower the heater to 50 degrees and crack a window in any occupied rooms until someone shows up
  - d. If you can't get in touch with anyone, leave the gas on 50 degrees to prevent a freeze-up and leave the premises. Stay with family friends or rent a room.

### Safe dryer operations:

1. Clothes dryers may cause fires if you fail to empty the lint trap before each use.
2. If your dryer sounds different than normal, stop using it & notify the office immediately.
3. Never use a dryer where the lint is not vented outside. Lint is flammable.
4. Don't install your own dryer. Have it installed by a professional. Once installed, notify our office to schedule an inspection. If you use a self-install dryer without our knowledge, permission and inspection, you are in violation of your lease.

### Smoke detectors:

1. Many of our smoke & carbon monoxide detectors are the type that you can't open. They have 10 year batteries. Read the manual to differentiate between beeps warning of a low battery or a dangerous situation. If you need a new smoke detector, call us. Call 911 in the case of emergencies.
2. The smoke detector in the basement is different from those in the living room and upstairs hallway. It is hard wired with a battery backup. The detectors on the 1<sup>st</sup> and 2<sup>nd</sup> floor only operate by battery.
3. Never ignore the occasional beep from a smoke detector. This is a "low battery" signal. Call our office at 215-382-7368. Never remove the battery to quiet the beep. If we do not change your battery the day you call us, send us written notice.
4. Never install your own smoke detectors or carbon monoxide detectors. You will be charged to fix the holes and painting of the room where you made holes.

### Safe heater operation:

1. Changing the filter is only necessary if you have a hot air system. At the time you move-in, there should be extra filters in the heater room. Change the filter during the winter months every 60 days. If you are not familiar with changing the filter, ask any of our contractors when you see them at your property. Some older heaters have a side panel you simply remove to access the area where the filter goes. If this is the case, the heater won't work if the side panel is not seated properly. Don't attempt this off-hours or on the weekend. If you have a problem, we would like to hear about it early during the weekdays when the men are available.
2. Some filters have bold arrows showing the direction of air flow. Although it is not imperative that you have it in the right direction, it will perform better. The arrows should either face up or away from the heater.
3. Don't store anything near the heater or hot water heater. They both have open flames.
4. If you have an oil heater, you must use the company we depend on for repairs or when the system fails mid winter, you are on your own. No repair company wants to repair a heater if another company has the oil account.
5. If you run out of oil, the heater will suck up sludge from the bottom of the tank and gum up the system. We will pass the repair bill to you for this and any frozen pipes as a result of having no heat. You need to go on automatic delivery.

### Smell gas?:

1. Do not light any matches, fireplaces or use the stove.
2. If you know how to shut your pilots on the stove, heater & hot water tank, do so. Turn it to the off position until someone gets there.
3. Only if you can't reach us, call PGW at 215-235-2050. They have a 24-hour emergency response team. They also have a meter that detects leaks.

### Installing AC window units"

1. If your apartment includes air conditioning, the Landlord will choose an independent contractor to install and uninstall the air conditioners for \$20 each; his cost. We need to choose the contractor since, it may be necessary to drill into our window, air conditioner or window frame. Every application is different. This is a high risk activity in that an air conditioner, installed incorrectly can drop to the ground. This is the only time the Tenant should pay the contractor directly.

## Safety Matters

2. If the Landlord finds that a tenant installed their own air conditioner, Landlord may uninstall & reinstall it according to our installation guidelines and bill the tenant \$50 per air conditioner. We know of an incident when an air conditioner slipped out of someone's hands and fell 20 feet, which could have killed someone walking by. When you look at the risk and the replacement cost of an air conditioner that a tenant may drop during installation, the \$20 installation/removal fee should seem reasonable. We do not profit from this installation charge.

### Preventing Electrical Fires:

1. If you find that certain rooms blow the circuit, call us. Do not keep re-setting the breaker. You are defeating the purpose of the breaker which is there to shut the power when things get overheated. We may need to fix the problem by adding another breaker.
2. If you hear electrical sparks in a receptacle or light switch, let us know and shut the breaker for that room until we can get an electrician out to the property.
3. Never install a deep freezer, 2<sup>nd</sup> refrigerator, cook top or air conditioner without paying for a dedicated circuit. An electrician will tell us if there is room in the panel box and what your cost will be to have a line installed. Using these appliances without written permission may cause wires within the walls to heat and possibly cause a fire. Never use an extension cord with any of these appliances.

### Other Miscellaneous Items worth Mentioning:

1. Lockouts: If you're locked out, do not force the door or break a window to make it look like a break-in. Tenants pay for broken windows and doors. Call your landlord and leave a message if you get voicemail.
2. Garbage disposal: If your garbage disposal grinds as opposed to the normal low humming sound, immediately turn it off. Use the tool under your kitchen sink to try and unclog the system. If this does not solve the problem, call your landlord. Garbage disposals are meant for soft food only, not shells and bones.
3. Comcast supplies phone, TV and internet. Ask about their "Triple Play". If you use Comcast for phone service and you are buying any of the premium channels or order a high definition box, the wiring is free. Verizon supplies phone, internet, and depending on the area, they partner with Direct TV and supply a TV signal. Keep in mind that missing phone jacks or bad wiring are the responsibility of the tenant. Although most homes are wired and have at least one working jack, some homes may not. One way to avoid having to pay Verizon's high installation fees is to get their maintenance plan for less than \$5/month. You have to ask specifically for this since they won't mention it because they lose money on it. After a few months when you see that everything works, cancel the plan. It is easy for you to knock into a wire or jack with furniture during the move. This plan covers just about any wiring or jack problem inside, but does not pay for new jacks. One final note, it does not take effect until 30 days until after the plan was purchased and the phone service has been activated.

\_\_\_\_\_  
*John Smith*

\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Jane Smith*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## Preventing Mice Problems

Landlord is responsible for extermination in multi-family dwellings only; however, all tenants agree to cooperate & follow the instructions below.

Eliminating mice is a 3 step approach:

- 1) Preventing mice from being attracted to the building
- 2) Bait to kill mice already there
- 3) Stop new mice from entering

### Step 1: Preventing mice from being attracted to the building

Mice are attracted to a home by the odor of food which you and I can't smell. If you do not have a garbage disposal, garbage such as chicken bones, pizza crust, and other food left in trash cans as well as dishes in the sink all attract mice. Keeping the oven and stove top clean is also important. When food boils over, it gets inside the stove, which will not only attract mice, but also feed them. A sealed trash bag in the yard is easily eaten through. Mice will travel from 50 feet away if they smell garbage. The only way to stop the problem is to freeze chicken bones and small food like items. Do not take those items out of the freezer until trash day. Never let food sit in the house. Items should go directly from the freezer to the curb. A plastic trash can with a well-fitted lid outside the house is the next best thing.

### Step 2: Bait to kill mice already there

We will take care of this. If you have a pet in the house, keep them out of the basement. This is the one area that we will bait heavily. We also bait behind appliances and above any drop ceilings. If mice are in the walls, they will find the bait.

### Step 3: Stop new mice from entering

We will take care of this also. We stuff steel wool (without soap) and cement holes in the basement walls and possibly the exterior of the property where they enter.

\_\_\_\_\_  
*John Smith*

\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Jane Smith*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## Dealing with Roach Problems

If you live in a multi-family dwelling, the landlord will pay for extermination. If you are in a single family home, the tenant is responsible for taking care of their own extermination. In either case, this letter is to make you aware of what you can do to control the problem. If you don't cooperate, no amount of chemicals will help.

When a house is empty, there are no mice or roaches because they do not eat wood, plaster, glass or metal. Roaches come in when the tenant brings in food. The biggest offenders are the food that sits on dishes in the sink, **water on the countertop** (they need water to survive), and pizza crust or other foods that are put in the trash cans. Even crumbs can be a feast for the roaches and mice. Use your garbage disposal when possible and freeze bones instead of leaving them in a trash can outside. If you do not have a garbage disposal, you should put garbage in a trash can instead of a trash bag that can be torn open outside.

The reason our lease requires the tenant to take care of extermination is because the problem is mostly caused by the tenant; therefore it should be controlled by the tenant.

The treatment:

Although supplies and advice were given to us by Honest Lou's Extermination at 40<sup>th</sup> & Lancaster (215) 222-1114, any Home Depot, hardware store or extermination supply company can sell you roach bait. Don't use spray chemicals when using Roach Bait, since that will prevent the roach bait from working. Roaches need to walk on the bait. If you use a spray, they won't come near it; defeating the purpose. Roach Bait (which comes out of a plastic syringe) is the most effective treatment and lasts up to 3 months. Ask the supplier of your choice to confirm the following application process:

Applying the Roach Treatment in these places:

- Under the refrigerator- 4 dots
- Behind the microwave- 2 dots
- Behind each shelf of your kitchen cabinets- 2 dots
- Under the range- 4 dots
- Kitchen backsplash
- Bathroom tub
- Heat sources

\_\_\_\_\_  
*John Smith*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Jane Smith*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



## Drain Issues

Tenants in single-family homes pay for blocked drains. All clogged drains are caused by tenant actions. The drain was clear when you moved in. Over the years, we witnessed unintentional drain abuse in a variety of ways, including too much paper or the wrong kind of paper (tissues/paper towels). The drain company can actually tell us what caused the drain blockage. In fact, they've pulled up the following items from toilets in the past: McDonald's Happy Meal toys, a comb, a rubber duck, a ball, grease, paper towels, tampons, and flushable baby wipes. Drain cleaning companies make a fortune on flushable wipes. They are only flushable if you are in a new house where all the underground plumbing is smooth PVC piping.

### **Clogged toilets:**

If the toilet flushes slower than normal, a toy or something else may be down there. The bowl (below the toilet seat) is only big enough to hold what comes in from the tank. If the water is not going down the drain, it rises in the bowl- sometimes to the level of the toilet seat. **Use the plunger. Do not flush it again when the level is high.** If you attempt to flush the toilet when the water level in the bowl is high, it will overflow & you will be responsible for the damages.

If you are able to clear the blockage with a plunger, you will see the water level drop. Only if the water level is normal, you should flush it once to make sure it pushes everything through.

Shutting the valve will not help a drain problem, only a feed problem will benefit by shutting the valve. If you are not sure, it's better to be safe than sorry. Turn the main valve marked "emergency water shut off" clockwise until it stops turning.

You must stop using the toilet until the drain is cleared. If you call Reliable Plumbing (215)722-6783 and they cannot come to clear the drain quick enough, you have the option of calling Roto Rooter or any other company; however, you should expect other companies to charge two to three times what Reliable charges you due to high volume of business we give them. Regardless of who you call, you will need to pay them directly. As expensive as it may seem to you, their charge is a fraction of what you may be charged if the living room ceiling gets wet and falls due to the weight. If that happens, the carpet may also need to be cleaned and your belongings could be ruined. Depending on how much water sits on the wood floor, it may buckle. It may be cheaper to stay at a hotel than flush that toilet again. No one wants to clean waste out of a basement, (or the room below your bathroom) which is why it can cost upwards of \$250- \$300. Any and all costs associated with a clogged drain and property damage because of it will be passed to the tenant.

You can never do harm by trying a plunger. Call the owner at (215) 382-7368 Franklin Inv RE. Then call Reliable Plumbing (215)722-6783 or any other drain company you can get on the phone until you reach someone. Be prepared to pay anyone that comes out at the time service is rendered. Once a plumber shows up at the property, you need to cancel anyone else that you called to avoid a service charge.

**Toilets that constantly fill or fill, stop and fill; off and on:** This is more than just a waste of water. Remember, a toilet drain that is not blocked will take all the water a tank will give it. Even if the flush valve needs to be replaced and water constantly runs, it will run from the tank to the bowl and down the drain. The problem occurs when the toilet drain gets blocked and the toilet runs due to a bad flush valve. What happens next is the water runs from the tank to the bowl, over the rim and destroys the room below. If its kitchen cabinets that are below the bathroom, they will be ruined as will the food in their cabinets. Most cabinets are made out of particle board and will expand when it gets wet. Are you at fault for the faulty flush valve; no but your lease requires you to tell us if the toilet runs. It's important enough to say that you should send us an email or letter, notifying us about the problem to avoid being blamed.



Tenant Initials: \_\_\_\_\_



## Drain Issues

### **Clogged main & yard drains:**

Keep your yard drain clear. Leaves that block the drain will cause the water to find its way into your basement, damaging and personal property that you store there. Landlord is not responsible for water damage to tenant belongings.

If you notice more than one drain running slow, it may be the main drain that is blocked, which is also the tenant's responsibility. The items mentioned above can get stuck in the drain anywhere from the point of entry to the curb trap under the sidewalk. Call us immediately if you suspect an issue. We can sometimes make recommendations to solve the problem or help you determine what the next course of action should be.

### **Clogged sinks are less of a problem:**

Clogged sinks are less of a problem, but it may be a sign of something being clogged in the main drain. In that case, it may just be a matter of time before the toilet and other drains back up and overflow.

### **Water leaks & Overflowed tubs:**

Filling your tub and walking away is asking for trouble. It's easy to forget the water is running when the phone rings or someone comes to the door.

There is pressure in the lines that feed water to the bathroom and kitchen. If a pipe bursts, water will keep running down your wall or ceiling until you shut the main water valve, which is usually found near the floor in the front of the basement. There will be either a round valve or a handle with a tag labeled "Emergency Water Shut Off." If it is a valve, turn it clockwise to shut it. If it is a handle, the on position is when it runs the same direction as the pipe so turn it perpendicular to the pipe to turn it off. If you still see water dripping, more than likely it is just the residue water that the sheetrock or plaster is holding. It should drip out but then slow down to a stop within ten minutes if you shut the correct valve.

A previous tenant of ours said that they heard water running and there was a mark on the ceiling. We could have cut a small hole and fixed the pipe had she called us immediately. When she finally called, 5 sheets of rock were damaged and had to be replaced.

### **Water bills affect you and the owner:**

We went to visit a 4-bedroom property after getting a water bill that was \$192 dollars over the norm for a one month period. It turns out the toilet flapper handle was broken and the chain was holding up the flapper which allows the water to run. LISTEN for water. If you can't see it, you can certainly hear it. It is your obligation to report it by phone and in writing.

Why by phone?- Because it is quick & easy

Why in writing also?- So when we invoice you for large water bills for that property, you can't say "I told you about the leak & here is proof."

\_\_\_\_\_  
*John Smith*

\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Jane Smith*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## Damage Assessment Form

Reasonable wear & tear is assumed, such as:

1. Indentations on the carpets from furniture
2. Touch up paint, which may be needed here and there
3. Dirty windows
4. Two or three pinhole picture hooks per room as long as the picture hooks are left in the wall

The following is a list of damages and the associated costs you can expect to pay. The costs outlined below are based on minimum values.

Repair	Cost
Air conditioner- freeze up	\$250 if HVAC contractor has to come to the property
Air conditioner- missing	\$165
Air conditioner- installation/removal	\$10 per install or removal
Alarm- missing keyfob	\$45
Alarm- missing system	\$400
Appliance- non-working	\$75 maximum, unless damaged by the tenant
Bed bugs- dryer load	\$150
Bed bugs- bag up room for cleaning/disposal	\$100
Bed bugs- bag up closet for cleaning/disposal	\$75
Bed bugs- empty bureau drawers	\$75
Bed bugs- move bureau 3' away from walls	\$10
Bed bugs- prep not done prior to exterminator coming	\$200
Carbon monoxide detector- missing	\$55
Carpet- cigarette burns, iron marks, etc.	\$200 per room to replace the carpet
Carpet- stains/gum on the carpet	\$90 if it can be cleaned out; \$200/room if the carpet needs to be replaced
Cleaning of the apartment	\$150- \$250
Door damage	\$145 per door for the replacement
Drains- clogged main drain due to items that do not belong in the drain (i.e. tampons, rags, toys, or paper towels)	Approximately \$250- \$300 using Roto Rooter, less if you use Reliable Plumbing (215)722-6783 and pay cash at the time of service
Extermination of fleas in the property	\$250 per apartment, including yours and all surrounding units
Fines- trash/litter or snow	Penalty as cited by the City of Philadelphia, plus penalties & interest if the citation is not faxed or brought to the office within 24 hours of issuance. This must be paid within 24 hours by money order to us.
Fire extinguisher- missing	\$65
Floor- damage to tile floor from water or the tenant sliding appliances/furniture	\$30 per tile if tile if we can easily match it; \$200 for a new floor if we cannot match it exactly
Garbage Disposal- clogged	\$65 if it can be cleared; \$125 to replace it
Grass- overgrown	\$40 or priced by contractor if it is taller than 12"
Keys- unreturned keys	\$50
Lock replacement/change	\$43 per lock for labor & materials
Locks- bedroom locks	\$42
Lock added by tenants	If you drill holes in our door to install your own locks, we charge for a new door - \$145 for interior; \$245 for exterior
Lockout	\$30 during business hours; \$50-100 after business hours
Light bulbs missing or burnt out	\$9 for Florescent, \$5 for Incandescent
Miscellaneous charges not listed on this form	Based on the contractor's estimate/invoice

### Damage Assessment Form

Pets- dog/cat urine on the carpet or between floorboards	\$200 per room
Pets- unauthorized pet	\$200 to try and make the apartment allergy free
Screen- missing	\$25
Screen- broken frame	\$45
Smoke detector	\$45 if Missing; \$15 to re-install
Smoking inside the house/apartment	\$175 cleaning/rental property depreciation fee if within 2 years of move-in; \$100 thereafter
Snow- contractor had to shovel it	\$45 to salt & shovel; additional \$75 remove ice
Snow shovel or trash can- missing	\$35 each
Stove- burners will not light due to spills/overboiling	\$50 to clean; \$90 to replace a burner; \$200 towards the replacement of the stove.
Toilet plunger	\$5
Trash- to remove appliances/furniture left by tenant. Notify us in writing or by email that you do not want what is left or there will be a daily charge equal to your rent. A cluttered property prevents us from showing it or working on it.	A daily charge equal to your daily rent until items are removed, plus \$125 per furniture item and up to \$425 for each pickup truck load to move it.
Trash- Large electronics cannot be put out on the curb	\$75 if we have to dispose of large electronics, such as a TV
Wall damage- a hole or crayon mark on the wall	\$75/hole; \$75/wall with crayon
Wall damage- nails holes wider than finish nail width or tape on the walls from hanging pictures (picture hooks are ok to use)	\$150 to paint the room, \$175 with trim & doors

#### Upon vacating the apartment:

1. Never move early and shut the gas, oil, or electric without notifying us first in writing. Pipes can freeze and cause severe damage to the property. If you have a co-signer, this will be a claim against their homeowners insurance. If you don't, the cost will come out of your security and/or a judgment on your credit. One tenant shut the heat off when he went home over the Christmas holiday. The water damaged from a pipe that froze and split caused \$8,000 in damage. Remember, electric is needed for the heater to operate.
2. Unplug the refrigerator and tape rolled up newspaper in a way that would prevent the doors from closing. If this is not done correctly, mold and odor will occur.
3. Return keys to the office the day you move-out. This will serve as a backup reminder for us to deal with the utilities.
4. Turn the thermostat down to 50°.
5. Notify the post office of your new mailing address, as well as your regular contacts. The clean-up crew will not forward mail and we cannot be held responsible for mail that continues to come to the property once you have vacated.

Wood floors: If a laminate wood floor is installed, there are two ways to damage them 1) scratch them by dragging furniture across the floor or 2) allowing spilled water to sit in a puddle which causes the particle board backing to warp. In either case, a board that needs to be replaced in the middle of the floor calls for all boards from there over to come out.

#### Bikes nick walls and doors:

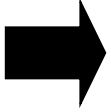
If you carry your bike in the house, chances are the door, and vestibule walls will be damaged. This is not normal wear and tear. A nicked up door makes the property look trashy. It will be photographed before you move in. If the door is new, please help it stay that way. If you live in a single family row home, you alone are responsible for keeping the property up. If you live in a

### Damage Assessment Form

multi-family property, look at your lease, it may prohibit bikes or it may not, depending on the property. Even having one in the property may be a violation of the lease.

\_\_\_\_\_  
*John Smith*

\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Jane Smith*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

### Snow Removal

- We expect our tenants to comply with paragraph 35 of the lease; “LAWN CARE AND SNOW REMOVAL.”
- If you fail to shovel within those 6 hours, a contractor may shovel, apply Ice Melt & if necessary, remove ice. Please refer to your Damage Assessment form for fees associated with the removal of snow/ice by our contractors.
- Never use rock salt because it damages the concrete. **Only use Ice Melt.**
- By shoveling snow before it turns to ice you keep the cost down and;
  - Avoid citations from the city
  - Make it safer for you and your family
  - Insure the mail handler will not pass your property by
- The city expects you to shovel a path across the sidewalk and create a path so the trash men can get to the cans. The city will fine you if you shovel the snow into the street.
- It is best to buy a snow shovel before the snowfall. Local drug store, hardware stores, and home improvement centers will carry them for under \$15.

\_\_\_\_\_  
*John Smith*

\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Jane Smith*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## Move-out Instructions

To avoid problems with the city trash ordinance or the landlord, please follow the following guidelines when vacating:

- 1) Remember that you need to give written notice before your lease renews. If your lease is 3 months or less, 30-day written notice is required. Other leases require 60-day, 90-day, or 120-day written notice (See paragraph 42).
  - a. For example, if you have to give 90-day notice & your lease begins ends on 2/28, you must give notice prior to November 30<sup>th</sup> if you intend to terminate your lease.
  - b. You cannot end your lease whenever you choose. You must end it on the lease ending date or any renewal thereof. Most of our leases end 2/28, 7/31, or 8/31.
  - c. Failure to give the proper written notice to terminate may result in you being responsible for rent until the end of your lease.
  - d. If one roommate chooses not to renew, all tenants must sign a non-renewal notice in accordance with the lease. That notice must include the lease termination date.
    - i. A new lease taken into effect the day after the original lease is terminated must be signed by the remaining tenants within one week of receipt. Tenants must submit new cosigner forms with the newly executed lease; however, since we already have signatures on file, these forms do not need to be notarized. Failure to return the cosigners forms and lease will result in marketing of the unit for rent.
    - ii. The last month's rent will remain in the landlord's possession. It is the responsibility of the tenants remaining to return the portion of this to the tenant that is vacating. If the vacating tenant opts to apply their portion of the last month's rent to the rent due, it must be done in writing. That being the case, the replacement tenant and/or the remaining tenants must replenish the portion of the last month's rent applied within two weeks.
    - iii. The security deposit will remain in the landlord's possession unless it is in the name of the tenant that is moving. If the security deposit remains in the landlord's possession, it is the responsibility of the tenants remaining to return the portion of this to the tenant that is vacating. If the security deposit is held in the name of the tenant that is moving, the security deposit will be refunded in accordance with the lease, including but not limited to refunding the security deposit minus back rent and damages. One tenant that will be signing the new lease must sign a W-9. The entire security deposit will be due within 2 weeks of returning the prior security deposit.
- 2) Never move early and shut the gas, oil, or electric without notifying us first. Pipes can freeze and cause severe damage to the property. Notify us in writing that you are moving out earlier than your lease ending date so we can put the gas on in our name. Electric is also needed for the heater to operate so we will put that service in our name as well. You should notify the utility companies of your move-out date and inform them that the owner will be transferring service into their name.
- 3) If you are vacating in the winter, keep the heat on 50° when you leave to prevent the pipes from freezing.
- 4) Unplug the refrigerator (if the electric is off) and tape rolled up newspaper in a way that would prevent the doors from closing. If this is not done correctly, mold and odor will occur. If you confirmed that the electric was transferred to the owners' name, there is no need to unplug it.
- 5) Close all windows before vacating. If windows are left open, water damage may occur with a heavy rainfall. Repair costs will be deducted from your security deposit.
- 6) If you leave old furniture or trash in the property (basement, yard, etc.), we will either charge a pay a fee equal to your daily rent until you remove the items or pay a two man crew with a truck \$450 per load and place your belongings in a storage facility. If there is no security to pay for this cost, we will place a judgment against you for the outstanding costs. All this can be avoided by doing the following:
  - a. Take all personal belongings with you.
  - b. You can put 2 large items or 12 bags that weigh less than 40 lbs out on the curb. Then call the Philadelphia bulk-pick up number (215-686-5560) between the hours of 9:00 am and 7:00 pm. Your items should be picked up within 1-2 days. Your responsibility does not end there. Follow through

## Move-out Instructions

because if they don't pick it up, you must hire a truck to remove it. If we make the call, it's \$450 minimum.

- c. Complete the section of the move out letter that gives your landlord permission to throw away any remaining items in the house away. The cost will be deducted from your security deposit.
- 7) Why should you care about a judgment?
- a. Someday when you want to buy a car or a house, such a judgment will show up on your credit report, even if you do not provide us with your new address. How do we know this? We repeatedly get calls from the mortgage brokers of our former tenants who are either refinancing or purchasing a property. Lenders often want to see all judgments paid off. (we renew our judgments every three years)
  - b. Judgments lower your Fico score. Your Fico score determines your interest rate you will get and down payment needed to purchase a property. If you have good credit and no judgments, a 3% down payment is all you need and sometimes no down payment at all. I have several buyers that need to put 20% down just because they made stupid mistakes when they were younger. On a \$100,000 house that would mean \$20,000 instead of \$0 to \$3,000. What is the difference between 6% and 8% interest on your loan? Over 30 years, you will be paying thousands more in interest. Don't take our word for it. Call any lender- they will do the calculation for you.
- 8) Return your keys to the office. Rent will accrue until you turn them in. One week after your move-out date, we change the locks if keys have still not been returned to us. Costs incurred will be transferred to you. You can mail your keys to us through registered mail to ensure their arrival. If you drop them off at our office after hours, label them so we know whose keys they are.
- 9) How clean is clean? Many of our renovations are brand new, so clean means like new. Honestly, you won't want to clean when you are focused on moving into your new place. Even if you do clean, it won't look the way it did when you moved in. The best thing to do is leave it dirty and let our cleaning service do it right at a cost of about \$150 to \$250 depending on the size of the apartment or house. This will be deducted from your security deposit. This is better than spending 4 hours cleaning and still being charged for cleaning because you forgot to clean the oven, for example. If you decide to clean yourself, keep these things in mind:
- a. Clean inside the oven, inside the refrigerator, the floor behind the toilet
  - b. Do not use abrasive cleanser on the appliances or anywhere else. It damages the surface
  - c. Cut the grass if your lease calls for it. Usually, on single family homes (not duplexes or triplexes) the tenant is usually responsible for this and snow removal right up to the day your lease ends or you turn the keys in.
- 10) Trash
- a. Putting loose trash out at the curb is the worst thing you could possibly do. It blows around and is torn open by animals, which upsets the city and the neighbors. Bag it. If it is food items, it must go in a trashcan.
  - b. Never put trash out prior to 7:00 pm the night before pick-up.
  - c. Don't put out more than about 10 bags or cans. If you have that much to throw away, put a little out each week in advance of your move-out.
  - d. Trash violation tickets will be passed to you. In a multi-family dwelling, tenants share trashcans, therefore fines will be split between everyone in the building based on the number of adult tenants, living in the apartments within the building. This applies to any violation of the ordinance, including but not limited to trash, litter, cans put out too early, and cans that sit at the curb long after trash is picked up. If the city doesn't specify the apartment at fault in a multi-unit building, then the fine will be split evenly among all of the units. All fines will be paid by the owner, but are to be reimbursed by the tenants within 15 days of receiving the invoice from the owner. If the ticket is delivered to the property, the tenant should fax or email a photo of the ticket to the owner to avoid the further cost of a penalty.
  - e. No cardboard, glass, or tin can be put mixed with household trash. Doing so will cause the trash men to pass over the property, resulting in a violation.
- 11) Give us your forwarding address.

### Move-out Instructions

- a. Notify us, the post office, your creditors, and your utility companies of your new address for the final bill. Our contractors and/or cleaning crew will not be responsible for making decisions about the difference between junk mail and important mail that is delivered to the property after you move-out. These people are independent sub-contractors, not our employees. This means that we only have so much control over them.
- b. Issues that we need to discuss can usually be solved with a phone call or letter. If we have no way to contact you, then small problems become bigger problems when not dealt with.

This all sounds harsh; but the fact is, we don't want to keep any of your security and we do not like spending legal fees to drag people through the court system for a judgment that we most likely won't be paid for a year or more down the road. No one wins in such a situation. If you follow the instructions above, we will part on a positive note.

I wish you the best in your new house or apartment and hope to someday sell you your first home.

\_\_\_\_\_  
*John Smith*

\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Jane Smith*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



## **Bed Bug Addendum**

Please read this information regarding BED BUGS very carefully. Knowledge is POWER. Being familiar with BED BUGS, how to recognize if you have them, how to deal with them, and early intervention will help us keep our building a bug-free environment.

BED BUGS are a fact of life. Philadelphia ranks #2 in the country for bed bugs infestation. We are pleased to tell you that we have implemented a thorough process through education and action to deal with this issue if and when it occurs.

By moving to another apartment, you will only be bringing the problem with you to the new apartment. Bedbugs are a problem in movie theaters, dormitories, hotels, hospitals, apartments and even airplanes. If you cooperate, together we can eliminate the problem. Regardless of how you brought them into the building, tenants are responsible for exterminating bed bugs in both multi & single family dwellings. The problem obviously was not brought in by the owner.

All of us have the responsibility of keeping our environment bug-free. Your responsibilities include not introducing BED BUGS into the rental unit. You can do so by:

1. Making sure you do not have BED BUGS at your current residence before you move-in
2. Not buying or using second-hand furniture
3. Limiting visitors to your apartment to those who you know do not have BED BUGS
4. Notifying management immediately if you believe that there may be a problem
5. Cooperating with building management and the exterminator by properly prepping your apartment and giving access for treatment

Prepping your apartment is a requirement of your lease. This is part of the process you will be required to follow if infestation occurs:

- 1) First and foremost, if the problem is not handled soon and if instructions are not followed exactly as instructed by the exterminator, the cost of treatment will rise as the problem persists.
- 2) This may require a total lifestyle change. Bedbugs love clutter. Pick up all clutter so the apartment can be treated and keep it clutter free like your lease renewal depends on it. That's how far we go to protect the other tenants, and to avoid the stigma associated with it all.
- 3) It's imperative that we see a new unopened bedbug-proof mattress & box spring cover on your kitchen countertop when we arrive to exterminate. After you return to the apartment, the bed bug covers must be put on the mattress and box spring. You should put tape over the entire zipper, especially at the end to insure that it stays closed that last ½ inch.
- 4) You will need to take all clothes out of every drawer and closet. Put them in large trash bags and dry them in a commercial Laundromat for 20 minutes on high or 60 minutes on delicate. The temperature may not be hot enough with a residential dryer. Washing your clothes is not what kills the bed bugs as much as the heat. In fact if you wash them, it will take longer for them to heat up so allow for more drying time if they are wet. Tie a knot and throw the bag away in an outside trash can. Put the clothes in new bags and bring them back to the apartment only after it has been treated. For two weeks, keep your clothes in the bags instead of putting them in your drawers or closets to ensure the infestation has been treated.
- 5) Let us know if you traveled recently and carried suitcases because we will need to treat them also.
- 6) Take all linens (sheets, pillowcases, blankets, mattress cover, and bedskirt) off your bed and put into a separate trash bag to be dried at a Laundromat as instructed above.
- 7) Lean your mattress and box spring up against the wall. The bottom of the box spring should face out.
- 8) All furniture will need to be moved three feet away from the walls. Tenant can request that the Landlord's contractor do this at the Tenant's expense. If the tenant opts for the contractor to move the furniture, the Tenant should at least remove the fragile items placed on top of the furniture. Landlord and/or his contractor will not be held responsible for damaged items during the process.

### Bed Bug Addendum

- 9) Expensive electronics, jewelry & other valuables should be taken out of the apartment.
- 10) Tenant will need to leave the apartment or house during the treatment for a minimum of 3 hours.
- 11) Before treatment, you must notify the Landlord if there is a pregnant female living in the apartment. In such a case, the contractor will follow a different procedure to treat the infestation.
- 12) Do not mop or vacuum the floors for three days. After that 3-day period, you should vacuum around the cracks and baseboards every other day for a full 2 weeks.
- 13) You will be notified of the day of treatment. If you have not finished the prep outlined above when the exterminator arrives, he will immediately leave without treating the unit. The exterminator may charge a service fee.

\_\_\_\_\_  
*John Smith*

\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Jane Smith*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## Trash & Recycling Addendum

Tenants will share the responsibility for handling trash in accordance with the city ordinance which is attached to the lease. This includes the following:

- Set an alert or reminder in your calendar or task list now to put the trash out after 7pm the night prior to pick-up.
- Taking trash cans to the curb after 7pm the night before trash is picked up and bringing the cans back to the side or rear of the house depending on what is customary for the street and property you live in.
- Containers, lids or loose litter cannot be left at the curb past 6:00 pm the day trash was picked up.
- Everyone must use trash containers, not bags. Bags tend to get torn open by animals overnight.
- If you are in a multi-family dwelling, everyone must put their trash out at the curb using the appropriate can labeled with their apartment number. Containers cannot be full and left sitting next to the building.
- Taking the time to pick up litter as you enter and leave the property. Most of the litter problems occur when my tenants or neighbors on the street do not pick up after the trash men leave, thus allowing litter to blow up and down the street.
- Keep all recyclables (cardboard, glass, and tin) separate from household trash. If you do not have a recycling bin for your rental unit, please notify the office immediately. If trash is continuously not put out correctly for the city to pickup, we will hire a contractor to remove the trash and bill the tenant for the cost of the service.
- Keep all trash out of the apartment to avoid attracting mice and roaches.
- Any tickets issued by the city which are associated with the above, will the responsibility of the tenants. The owner will initially pay the ticket to avoid penalty and late fees, and send a copy of the ticket for reimbursement from the tenant(s) within 30 days.
- Any tenant that intentionally or repeatedly fails to comply will be in violation of the lease. Neighbors and those you share the house with deserve your cooperation.

\_\_\_\_\_  
*John Smith*

\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Jane Smith*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

i9010

For model: i9010

## Smoke Alarm User's Guide

**Lithium (non-replaceable sealed in) Battery-Operated Smoke Alarm with Alarm Memory and SMART HUSH™ Control to temporarily silence nuisance alarms.**

Thank you for purchasing this smoke alarm. It is an important part of your family's home safety plan. You can trust this product to provide the highest quality safety protection. We know you expect nothing less when the lives of your family are at stake.

For your convenience, write down the following information. If you call our Consumer Hotline, these are the first questions you will be asked.

Smoke Alarm Model Number (located on back of alarm):	
Date Code (located on back of alarm): The National Fire Protection Association (NFPA) and the manufacturer recommend replacing this alarm ten years from the date code.	
Date of Purchase:	
Where Purchased:	



Manual P/N 21008311-EN Rev. A  
0910-7216-01

which vents to the outside (non-recirculating type) will also help remove these combustible products from the kitchen.

This model i9010 has a SMART HUSH™ control that is extremely useful in a kitchen area or other areas prone to nuisance alarms. For more information refer to Section 4, OPERATION AND TESTING.

If the alarm does sound, check for fires first. If a fire is discovered, get out and call the fire department. If no fire is present, check to see if one of the reasons listed in Section 2 may have caused the alarm.

### 6. MAINTENANCE

#### BATTERY ACTIVATION AND DEACTIVATION

NOTE: One Lithium-Ion battery, permanently sealed inside the alarm, powers this unit; no battery installation or replacement is necessary for the life of the alarm.

**WARNING! DO NOT ATTEMPT TO OPEN THE ALARM FOR ANY REASON!**

To activate the alarm, attach the alarm to the mounting bracket by rotating in the direction of the arrows on the cover, see ACTIVATING ALARM in Section 3 (INSTALLATION INSTRUCTIONS).

This alarm has a low battery monitor circuit which will cause the alarm to "chirp" approximately every 40-45 seconds, for a minimum of thirty (30) days, at the end of the life of the alarm to indicate that the alarm needs replacement. To deactivate the alarm remove the alarm from the mounting bracket by rotating the alarm in the direction indicated by the arrows on the cover of the alarm and locate the crosshatched area on product label. NOTE: If the tamper resist feature has been activated, see TAMPER RESIST FEATURE in Section 3 (INSTALLATION INSTRUCTIONS).

**WARNING! DO NOT DEACTIVATE THE ALARM UNTIL THE END OF THE ALARM LIFE, WHEN A "CHIRP" IS HEARD EVERY 40-45 SECONDS. ONCE THE ALARM IS DEACTIVATED THE BATTERY WILL BE DEPLETED AND THE ALARM WILL STOP WORKING.**

This alarm detects products of combustion using the ionization technique. It contains 0.9 microcurie of Americium 241, a radioactive material (see Section 9). Distributed under U.S. NRC License No. 32-23858-01E. Manufactured in compliance with U.S. NRC safety criteria in 10 CFR 32.27. The purchaser is exempt from any regulatory requirements. Do not try to repair the smoke alarm yourself. Refer to the instructions in Section 12 for service.

**IMPORTANT! READ ALL INSTRUCTIONS BEFORE INSTALLATION AND KEEP THIS MANUAL NEAR THE ALARM FOR FUTURE REFERENCE.**

#### CONTENTS OF THIS MANUAL

- 1 -- RECOMMENDED LOCATIONS FOR SMOKE ALARMS
- 2 -- LOCATIONS TO AVOID
- 3 -- INSTALLATION INSTRUCTIONS
- 4 -- OPERATION AND TESTING
- 5 -- NUISANCE ALARMS
- 6 -- MAINTENANCE
- 7 -- LIMITATIONS OF SMOKE ALARMS
- 8 -- GOOD SAFETY HABITS
- 9 -- NRC INFORMATION
- 10 -- NFPA PROTECTION STANDARD 72
- 11 -- CALIFORNIA STATE FIRE MARSHAL REQUIRED INFORMATION
- 12 -- SERVICE AND WARRANTY

### 1. RECOMMENDED LOCATIONS FOR ALARMS

- Locate the first alarm in the immediate area of the bedrooms. Try to monitor the exit path as the bedrooms are usually farthest from the exit. If more than one sleeping area exists, locate additional alarms in each sleeping area.
- Locate additional alarms to monitor any stairway as stairways act like chimneys for smoke and heat.
- Locate at least one alarm on every floor level.
- Locate an alarm in every bedroom.
- Locate an alarm in every room where electrical appliances are operated (i.e. portable heaters or humidifiers).
- Locate an alarm in every room where someone sleeps with the door closed.

Break out the crosshatched area with a screwdriver or similar tool. Using a screwdriver or similar tool slide the exposed piece towards the center of the alarm. This will deactivate the alarm, stop the low battery "chirp" and render the alarm safe for disposal by draining the battery.

### CLEANING YOUR ALARM

#### YOUR ALARM SHOULD BE CLEANED AT LEAST ONCE A YEAR

If the tamper resist feature has been activated you will need to follow the instructions in Section 3 to remove your alarm for maintenance.

To clean your alarm, remove it from the mounting bracket as outlined in the beginning of this section. You can clean the interior of your alarm (sensing chamber) by using compressed air or a vacuum cleaner hose and blowing or vacuuming through the openings around the perimeter of the alarm. The outside of the alarm can be wiped with a damp cloth.

After cleaning, reinstall your alarm and test your alarm by using the test button. If cleaning does not restore the alarm to normal operation the alarm should be replaced.

### 7. LIMITATIONS OF SMOKE ALARMS

#### WARNING: PLEASE READ CAREFULLY AND THOROUGHLY

- NFPA 72 states: Life safety from fire in residential occupancies is based primarily on early notification to occupants of the need to escape, followed by the appropriate egress actions by those occupants. Fire warning systems for dwelling units are capable of protecting about half of the occupants in potentially fatal fires. Victims are often intimate with the fire, too old or young, or physically or mentally impaired such that they cannot escape even when warned early enough that escape should be possible. For these people, other strategies such as protection-in-place or assisted escape or rescue are necessary.

The closed door may prevent smoke from waking the sleeper.

- Smoke, heat, and combustion products may spread horizontally. Mount the alarm in the center of the room placed at least 4 feet from the ceiling. Ceiling mounting is preferred for construction.
- For mobile home installation, install the alarm over thermal barriers that may be present. See MOBILE HOME INSTALLATION INSTRUCTIONS.
- When mounting an alarm on a wall, mount it at least 4" (10 cm) from the side wall.
- When mounting the alarm on the ceiling, the top edge of the alarm should be at least a maximum of 12" (30.5 cm) from the ceiling.
- Put smoke alarms at both ends of the hallway or room if the hallway or room is long.

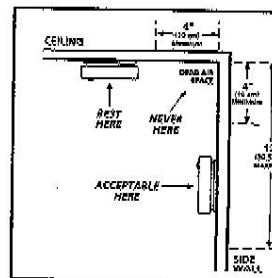


FIGURE 1

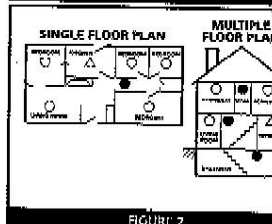


FIGURE 2

often unpredictable. For maximum protection, NFPA recommends that both ionization and photoelectric alarms be installed.

- A battery powered alarm must be in good condition and installed in a safe location.
- AC powered alarms (without a battery backup) must have the AC power has been cut off by pulling the open fuse.
- Smoke alarms must be tested regularly and the alarm circuits are checked.
- Smoke alarms cannot provide protection from the alarm. Therefore, smoke detectors should be installed in chimneys, walls, on roofs, or on a different floor.
- If the alarm is located outside the house, it may not wake up a sleeper.
- The use of alcohol or drugs may impair a person's ability to respond to the smoke alarm. For maximum protection, smoke alarms should be installed in each sleeping area of the home.
- Although smoke alarms can help provide early warning of a fire, they are not a substitute for fire safety education. Home owners and renters should be instructed on how to protect their lives and property.

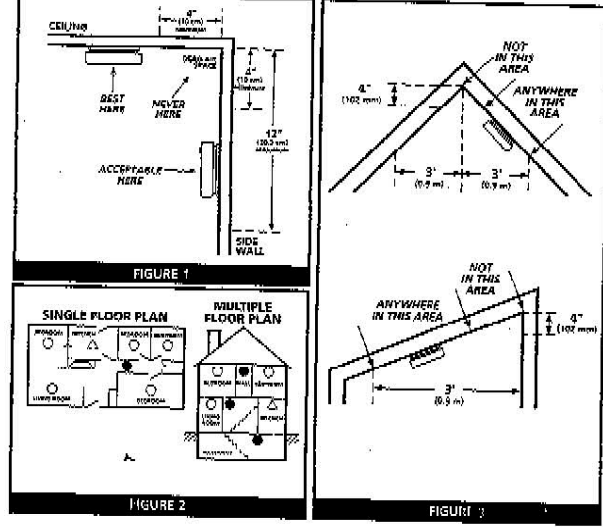
### 8. GOOD SAFETY HABITS

#### DEVELOP AND PRACTICE A FIRE SAFETY PLAN

- Install and maintain Fire extinguishers in the living area and in the kitchen, basement and garage. Test fire extinguishers prior to an emergency.

The closed door may prevent an alarm not located in that room from waking the sleeper.

- Smoke, heat, and combustion products rise to the ceiling and spread horizontally. Mounting the smoke alarm on the ceiling in the center of the room places it closest to all points in the room. Ceiling mounting is preferred in ordinary residential construction.
- For mobile home installation, select locations carefully to avoid thermal barriers that may form at the ceiling. For more details, see MOBILE HOME INSTALLATION below.
- When mounting an alarm on the ceiling, locate it at a minimum of 4" (10 cm) from the side wall (see figure 1).
- When mounting the alarm on the wall, use an inside wall with the top edge of the alarm at a minimum of 4" (10 cm) and a maximum of 12" (30.5 cm) below the ceiling (see figure 1).
- Put smoke alarms at both ends of a bedroom hallway or large room if the hallway or room is more than 30 feet (9.1 m) long.



- Install Smoke Alarms on sloped, peaked or cathedral ceilings at or within 3ft (0.9m) of the highest point (measured horizontally). NFPA 72 states: "Smoke alarms in rooms with ceiling slopes greater than 1 ft in 8 ft (3m in 2.4 m) horizontally shall be located on the high side of the room." NFPA 72 states: "A row of detectors shall be spaced and located within 3 ft (0.9m) of the peak of the ceiling measured horizontally" (see figure 3).

### MOBILE HOME INSTALLATION

Modern mobile homes have been designed and built to be energy efficient. Install smoke alarms as recommended above (see figures 1 and 2).

In older mobile homes that are not well insulated compared to present standards, extreme heat or cold can be transferred from the outside to the inside through poorly insulated walls and roof. This may create a thermal barrier which can prevent the smoke from reaching an alarm mounted on the ceiling. In such units, install the smoke alarm on an inside wall with the top edge of the alarm at a minimum of 4" (10 cm) and a maximum of 12" (30.5 cm) below the ceiling (see figure 1).

If you are not sure about the insulation in your mobile home, or if you notice that the outer walls and ceiling are either hot or cold, install the alarm on an inside wall. For minimum protection, install at least one alarm close to the bedrooms. For additional protection, see SINGLE FLOOR PLAN in figure 2.

**WARNING: TEST YOUR SMOKE ALARM OPERATION AFTER MOBILE HOME HAS BEEN IN STORAGE OR UNOCCUPIED AND AT LEAST ONCE A WEEK DURING USE.**

### 2. LOCATIONS TO AVOID

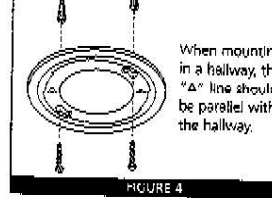
- In the garage. Products of combustion are present when you start your automobile.
- Less than 4" (10cm) from the peak of an "A" frame type ceiling.
- In an area where the temperature may fall below 40°F or rise above 100°F, such as garages and unfinished attics.
- In dusty areas. Dust particles may cause nuisance alarm or failure to alarm.
- In very humid areas. Moisture or steam can cause nuisance alarms.

- In insect-infested areas.
- Smoke alarms should not be installed in the following: the door to a kitchen, a tub or shower, forced air duct, ceiling or whole house fan areas.
- Kitchens. Normal cooking is not a fire hazard. If a kitchen alarm is desired, it should be a photoelectric type.
- Near fluorescent lights. Electrical interference may cause nuisance alarms.
- Smoke alarms are not to be installed in the combination (alarm and carbon monoxide) found suitable for that purpose.

### 3. INSTALLATION INSTRUCTIONS

**CAUTION: THIS UNIT IS SEaled. THE COVER IS NOT REMOVABLE.**

- To insure aesthetic alignment with the wall, the "A" line on the mounting bracket should be parallel with the hallway wall when ceiling mounting or horizontal wall mounting.



often unpredictable. For maximum protection, Kidde recommends that both Ionization and Photoelectric alarms be installed.

- A battery powered alarm must have a battery of the specified type, in good condition and installed properly.
- AC powered alarms (without battery backup) will not operate if the AC power has been cut off, such as by an electrical fire or an open fuse.
- Smoke alarms must be tested regularly to make sure the batteries and the alarm circuits are in good operating condition.
- Smoke alarms cannot provide an alarm if smoke does not reach the alarm. Therefore, smoke alarms may not sense fires starting in chimneys, walls, on roofs, on the other side of a closed door or on a different floor.
- If the alarm is located outside the bedroom or on a different floor, it may not wake up a sound sleeper.
- The use of alcohol or drugs may also impair one's ability to hear the smoke alarm. For maximum protection, a smoke alarm should be installed in each sleeping area on every level of a home.
- Although smoke alarms can help save lives by providing an early warning of a fire, they are not a substitute for an insurance policy. Home owners and renters should have adequate insurance to protect their lives and property.

### 8. GOOD SAFETY HABITS

#### DEVELOP AND PRACTICE A PLAN OF ESCAPE

- Install and maintain Fire extinguishers on every level of the home and in the kitchen, basement and garage. Know how to use a fire extinguisher prior to an emergency.
- Make a floor plan indicating all doors and windows and at least two (2) escape routes from each room. Consider the location of the alarm and the location of the escape routes.

Familiarize everyone with the sound of the smoke alarm and train them to leave your home when they hear it.

- Practice a fire drill at least every six months, including fire drills at night. Ensure that small children hear the alarm and wake when it sounds. They must wake up in order to execute the escape plan. Practice allows all occupants to test your plan before an emergency. You may not be able to reach your children. It is important they know what to do.
- Current studies have shown smoke alarms may not awaken all sleeping individuals, and that it is the responsibility of individuals in the household that are capable of assisting others to provide assistance to those who may not be awakened by the alarm sound, or to those who may be incapable of safely evacuating the area unassisted.

### WHAT TO DO WHEN THE ALARM SOUNDS

- Alert small children in the home.
- Leave immediately by your escape plan. Every second counts, so don't waste time getting dressed or picking up valuables.
- In leaving, don't open any inside door without first feeling its surface. If hot, or if you see smoke seeping through cracks, don't open that door! Instead, use your alternate exit. If the inside of the door is cool, place your shoulder against it, open it slightly and be ready to slam it shut if heat and smoke rush in.
- Stay close to the floor if the air is smoky. Breathe shallowly through a cloth, wet if possible.
- Once outside, go to your selected meeting place and make sure everyone is there.
- Call the fire department from your neighbor's home - not from yours!
- Don't return to your home until the fire officials say that it is all right to do so.

### 9. NRC INFORMATION

Ionization type smoke alarms contain a small amount of a radioactive element in the sensing element. This element is not visible and invisible combustion. The radioactive element is safe and requires no adjustments or maintenance. It does not exceed all government standards for radioactive materials distributed under license from the NRC Commission.

### 10. NFPA REQUIRED PLACEMENT

The National Fire Protection Association (NFPA) provides the following information:

**Smoke Detection - Where required:** Standards for the specified occupancy types require that smoke alarms shall be installed in sleeping rooms. (1) In existing one- and two-family dwellings, sleeping rooms in existing one- and two-family dwellings. (2) On each level of the dwelling. (3) On each level of the dwelling, including basements. Exception: In existing one- and two-family dwellings, approved smoke alarms may be installed in the living room, dining room, kitchen, or a central hall.

**Smoke Detection - Are More Smoke Alarms Required?** The required number of smoke alarms for a dwelling is determined by the number of sleeping rooms. The required number of smoke alarms for a dwelling is determined by the number of sleeping rooms. The required number of smoke alarms for a dwelling is determined by the number of sleeping rooms. The required number of smoke alarms for a dwelling is determined by the number of sleeping rooms.

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3. After selecting the proper smoke alarm location as described in Section 1, attach the mounting bracket to the ceiling as shown in figure 3. For wall mounting see figure 4. Place the mounting plate on the wall; be sure the "A" line is horizontal (parallel to the floor). Use the screws and anchors provided to secure the mounting bracket (use 3/16" drill bit for anchors).

3. This alarm has a battery permanently sealed inside the alarm no battery installation is necessary.

#### ACTIVATING THE ALARM

This model is equipped with a feature that automatically activates the alarm when the alarm is mounted to the mounting bracket for the first time. Once activated, the battery will supply power to the alarm for the life of the alarm (10 years). Be sure that the mounting bracket is mounted correctly before installing the alarm on the mounting bracket.

1. To activate the alarm, install the alarm on the mounting bracket (figure 6) and rotate the alarm clockwise (as indicated on the alarm cover) until the alarm ratchets into place (the ratcheting function allows for aesthetic alignment). NOTE: The alarm will mount to the bracket in four (4) positions (every 90 degrees).

The alarm is now activated!

2. After installation/activation, test your alarm by depressing and holding down the test button for a minimum of 5 seconds (or until the alarm sounds). This should sound the alarm. **CAUTION:** Due to the loudness (85 decibels) of the alarm, always stand an arms length away from the unit when testing.

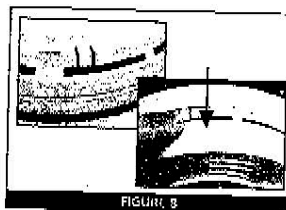
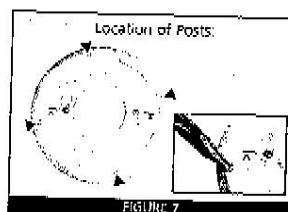
#### TAMPER RESIST FEATURE

##### Smoke Alarm Tamper Resist Feature

This alarm is equipped with a tamper resist feature that helps prevent someone from removing the unit from the mounting bracket. When activated, it can be very effective in preventing smoke alarm removal or tampering.

Activate the smoke alarm tamper resist feature by breaking off the four posts in the square holes in the mounting bracket (see figure

7). When the posts are broken off, the tamper resist on the base is allowed to engage the mounting bracket. Rotate the alarm onto the mounting bracket until you hear the tamper resist tab snap into place, locking the alarm on the mounting bracket. Using the tamper resist feature will help deter children and others from removing the alarm from the bracket. NOTE: To remove the alarm when the tamper resist tab is engaged, press down on the tamper resist tab and rotate the alarm in the direction indicated by the arrows on the cover of the alarm (see figure 8).



#### 4. OPERATION AND TESTING

**OPERATION:** The smoke alarm is operating once the alarm is activated (see Section 3) and testing is complete. When products of combustion are sensed, the unit sounds a loud 85db pulsating alarm until the air is cleared.

**SMART HUSH™ CONTROL:** The SMART HUSH™ feature has the capability of temporarily desensitizing the alarm circuit for approximately 8 minutes. This feature is to be used only when a known alarm condition, such as smoke from cooking, activates the alarm. The smoke alarm is desensitized by pushing the HUSH® button on the smoke alarm cover. If the smoke is not too dense, the alarm will silence immediately and the red LED will illuminate for 1 second every 8 seconds for 7 to 9 minutes. This indicates that the alarm is in a temporarily desensitized condition. The smoke alarm will automatically reset after approximately 8 minutes and sound the alarm if particles of combustion are still present. The SMART HUSH™ feature can be used repeatedly until the air has been cleared of the condition causing the alarm. Pushing the test/reset button on the alarm will end the temporarily desensitized period.

**NOTE: DENSE SMOKE WILL OVERRIDE THE SMART HUSH™ CONTROL FEATURE AND SOUND A CONTINUOUS ALARM.**

**CAUTION: BEFORE USING**  
**TURE, IDENTIFY THE SOURCE**  
**TAIN A SAFE CONDITION E**

**FLASHING LED LIGHT:** This sm  
ing red indicator light with fo

- The LED will flash every 40  
nifying that the alarm is rec
- The LED will flash every 1.5  
ing.
- The LED will illuminate for  
alarm is in the temporarily d
- If alarm memory has been s  
(description), the LED will fla  
pressed.

**ALARM MEMORY:** This smoke  
will inform you if the alarm ha  
last pressed. The alarm memo  
rapidly when the test button is  
when the test button is release

**TESTING:** Test by pushing the  
it down for a minimum of 5 se  
This will sound the alarm if the  
tery are working. If no alarm s  
tery or other failure. DO NOT  
alarm, you could damage the a  
and start a structure fire.

**NOTE: WEEKLY TESTING IS R**

**TEST THE ALARM WEEKLY TO**  
or low sound coming from you  
alarm, and it should be returne

#### 5. NUISANCE ALARMS

Smoke alarms are designed to  
Cigarette smoke will not norma  
smoke is blown directly into the  
cooking may set off the alarm  
cooking area. Large quantities  
ated from spills or when broilin

#### 11. CAUTION (AS REQUIRED BY THE CALIFORNIA STATE FIRE MARSHAL)

"Early warning fire detection is best achieved by the installation of fire detection equipment in all rooms and areas of the household as follows. A smoke alarm installed in each separate sleeping area (in the vicinity of, but outside of the bedrooms), and heat or smoke detectors in the living rooms, dining rooms, bedrooms, kitchens, hallways, attics, furnace rooms, closets, utility and storage rooms, basements and attached garages".

The NFPA suggests that alarms installed within 20' (6.1m) of cooking appliances shall have an alarm silence feature or be of the photoelectric type.

#### 12. SERVICE AND WARRANTY

If after reviewing this manual you feel that your smoke alarm is defective in any way, do not tamper with the unit. Return it for servicing to: KIDDE Safety, 1016 Corporate Park Dr., Mebane, NC 27302. 1-800-880-6788 (See Warranty for in-warranty returns).

#### TEN YEAR LIMITED WARRANTY

KIDDE Safety warrants to the original purchaser that the enclosed smoke alarm will be free from defects in material and workmanship or design under normal use and service for a period of ten years from the date of purchase. The obligation of KIDDE Safety under this warranty is limited to repairing or replacing the smoke alarm or any part which we find to be defective in material, workmanship or design, free of charge to the customer, upon sending the smoke alarm with proof of date of purchase, postage and return postage prepaid, to Warranty Service Department, KIDDE Safety, 1016 Corporate Park Dr., Mebane, NC 27302.

This warranty shall not apply to the smoke alarm if it has been damaged, modified, abused or altered after the date of purchase or if it fails to operate due to improper maintenance or inadequate AC or DC electrical power.

THE LIABILITY OF KIDDE SAFETY OR ANY OF ITS PARENT OR SUBSIDIARY CORPORATIONS ARISING FROM THE SALE OF THIS SMOKE ALARM OR UNDER THE TERMS OF THIS LIMITED WARRANTY SHALL NOT IN ANY CASE EXCEED THE COST OF REPLACEMENT OF SMOKE ALARM AND, IN NO CASE, SHALL KIDDE SAFETY OR ANY OF ITS PARENT OR SUBSIDIARY CORPORATIONS BE LIABLE FOR CONSEQUENTIAL LOSS OR DAMAGES RESULTING FROM THE FAILURE OF THE SMOKE ALARM OR FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE COMPANY'S NEGLIGENCE OR FAULT.

Since some states do not allow limitations on the duration of an implied warranty or do not allow the exclusion or limitation of incidental or consequential damages, the above limitations or exclusions may not apply to you. While this warranty gives you specific legal rights, you may also have other rights which vary from state to state.

The above warranty may not be altered except in writing signed by both parties hereto.



Tenants are responsible for the entire rent "joint and severally." In other words, all tenants and cosigners are viewed as ONE. It is not the landlord's responsibility to track which roommate has not paid rent; therefore, we have attached this spreadsheet for the tenants to do their own bookkeeping. If rent, or any portion thereof, is unpaid, landlord will proceed with collection efforts against all tenants and cosigners. We suggest that you keep this spreadsheet on the refrigerator. If we are asked, to research the history of payments, there will be a \$50 charge for the first hour and \$25 for each additional hour.

[illegible]

## FIRE PREVENTION WEEK

# Fire marshals recommend that renters get insurance

By **DEN FINLEY**  
STAFF WRITER

According to Middletown Fire Marshal James McGuire, a lot of non-homeowners lack renters insurance.

And that's a big — and easily solvable — problem, he said.

As part of Fire Prevention Week, local fire officials are underscoring the importance of renters insurance.

"Basically, if you don't have renters insurance and there is a fire or another event, you're not going to be able to claim for the lost items," McGuire said.

He added: "People's stuff — they don't realize how much they accumulate over time. And it becomes pretty costly to them. Sometimes we're going into people's homes who have insurance, and their claim is anywhere between a quarter to a half of what it costs to fix the structure."

And the problem is only getting worse, McGuire said.

Bristol Township Fire Marshal Kevin Dippolito concurred.

"Just about every time I have a fire in an apartment or in a rental home, nine out of 10 times, the renters do not have insurance," Dippolito said.

Fires aside, renters are twice as likely as homeowners to suffer theft and burglary, according to the U.S. Department of Justice's Bureau of Statistics.

According to a 2008 survey conducted by Allstate, the insurance company, 40 percent of renters had renters insurance. Allstate projected that to mean some 50 million renters lack such insurance.

Most homeowners are required by their mortgages to carry homeowner's insurance. But nothing requires renters to insure their possessions,



Allstate said.

So, what's the problem?

According to Allstate, its survey said most renters haven't taken the time to research renters insurance. And most renters think — wrongly — that's its too expensive, Allstate said.

But according to Allstate, the average price for renters insurance is \$15 a month. Discounts are often offered through car insurance.

Anyone with questions regarding how to get renters insurance should contact the Pennsylvania Insurance Department. It can provide a listing of all insurance companies and individuals who are authorized to sell insurance in the commonwealth.

Call the Pennsylvania Insurance Department toll free at 877-881-6388 or the Philadelphia office at 215-560-2630 or go to the department's Web site, [www.insurance.pa.gov](http://www.insurance.pa.gov).

Ben Finley can be reached at 215-949-4203 or [bfinley@phillyburbs.com](mailto:bfinley@phillyburbs.com).



## Guidelines for Businesses with Private Trash Collection

### Solid Waste Recycling Plan

In accordance with the Commercial Recycling Regulations, an official Philadelphia Commercial Solid Waste Recycling Plan must be filed with the Philadelphia Recycling Office and posted in a public area within your premises.

### Trash/Recycling Timetable

Trash/recycling must be set out not more than two hours prior to collection. For collection scheduled after business hours, trash/recycling must be set out no more than 30 minutes prior to the close of business. Dumpsters not licensed for public right-of-way placement must be kept inside the business premises until the proper set-out time.

### Trash Containers

Regulations require rigid containers equipped with lids for all trash set out for private collection. Each lid must be securely closed when waste is in the receptacle and containers must be fully leakproof. Wood scraps and other loose items do not require containment provided they are bundled securely enough to withstand wind and rain and do not violate the Fire Code (see the Philadelphia Code, Title 5).

- Cardboard boxes may never be used as containers for trash/recycling.
- City litter baskets are for pedestrian use only. Do not use them to dispose of your trash.

### Dumpster Laws

Laws governing dumpster usage and placement are in effect. Consult your SWEEP officer for specific rules pertaining to licensing, identification, frequency of emptying, standards of cleanliness, proper closure, and screening requirements. Dumpsters may not be used for flammable, food waste disposal.

**Adherence to the Sanitation Code provides cleaner sidewalks, less litter, and a more beautiful city for everyone.**

## Guidelines for Businesses & Residents with City Trash/Recycling Collection

### Trash/Recycling Timetable

To maintain a cleaner City, place your trash/recycling out only on your scheduled collection day. If you are unsure of your collection day, call the Customer Affairs Unit at (215) 686-5560. Set out trash/recycling as early as 7:00 PM the night before collection day and as early as 7:00 AM the day of collection at your authorized pickup site.

### Early Collection (Vine St. to Bainbridge St., from Schuylkill River to Delaware River): Set out trash/recycling as late as 6:00 AM the day of collection.

### Trash/Recycling Containers

Place all trash in personal trash cans with tight-fitting lids or leak-proof bags. Filed only to the 40-pound limit. Securely tie wood scraps (no longer than 4 feet, no heavier than 40 pounds) and other loose items into bundles no more than 4 feet long.

Place all commingled recycling in your recycling containers.

- Cardboard boxes may never be used as containers for trash/recycling.
- City litter baskets are for pedestrian use only. Do not use them to dispose of household trash.

### Trash/Recycling Weekly Limits

You may set out up to 4 containers (32-gallon maximum) or 8 (26 to 32 gallons) leak-proof bags. Private collection is required if you exceed these limits, if your business is manufacturing or wholesaling, or if your building includes more than six units. To arrange for private collection, look in the Yellow Pages under "Rubbish and Garbage Removal." Businesses contracting for private trash services are not entitled to any collection by the City.

Citizens should not offer payment for service. It is unlawful for City employees to accept monetary payment.

CITY OF PHILADELPHIA

The Honorable Michael Nutter  
Mayor

Dr. Camille Cates Barnett  
Managing Director

Rina Cutler  
Deputy Mayor/Deputy Managing Director



STREETS DEPARTMENT

Clarona I. W. Tolson  
Streets Commissioner

Carlton Williams  
Deputy Streets Commissioner



CLEAN AND SAFE STREETS

All City Services  
Phone: 311

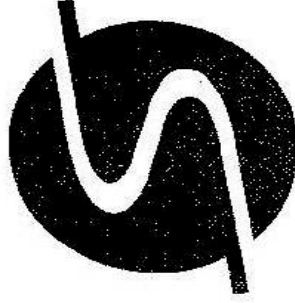
Streets Department Internet site:  
[www.phila.gov/streets](http://www.phila.gov/streets)

Philadelphia Recycling website:  
[www.recyclingPATV.phila.gov](http://www.recyclingPATV.phila.gov)

Streets Department Customer Service  
Phone: (215) 686-5550  
On Cellular phones: \*FV

Prepared by the Streets Department  
Planning and Public Affairs Office  
Revised January 2005

Let's Work  
Together for a  
Clean  
Philadelphia



STREETS  
PHILADELPHIA



Information about SWEEP  
and Guidelines for  
Trash/Recycling Collection

# S WEEP

## Streets & Walkways Education & Enforcement Program



**SWEET** is a Streets Department program created in June 1991 to educate Philadelphia citizens about their responsibilities under the Sanitation Code. Initially, **SWEET** focused on commercial areas. As the program grows, officers are expanding their patrols city-wide.

**SWEET** enforces the law against violators through intensive street patrols by uniformed enforcement officers. Through education and enforcement, **SWEET** supports and enhances individual and community efforts to maintain a clean city. A clean area improves the image, environment, and conditions of business districts and residential neighborhoods, making it more aesthetically pleasing to residents, workers, business owners, and tourists.

### Why is SWEET essential?

A clean city is a better place to live and work. A litter-free environment will enhance the city's image and economic viability and, as a result, will attract tourists, shoppers, and businesses. Compliance with the Sanitation laws is cost effective, since keeping litter off the streets is less expensive than cleaning them.

### How does SWEET operate?

Specially-trained Sanitation enforcement officers meet with residents and individuals responsible for the operation of businesses and apartment buildings to review clean-up responsibilities. **SWEET** officers work with residential communities to address problem locations. In instances of non-compliance, **SWEET** officers issue warnings and citations to the appropriate individuals.

### What are the benefits of SWEET?

**SWEET** is a comprehensive, centralized, and accessible resource for information about the Sanitation Code. To help make Philadelphia a cleaner and safer place to live and do business, **SWEET** increases awareness of the Sanitation Code, reduces the number of violations, and holds violators accountable.

### How can citizens and business owners/operators comply with SWEET?

Trash/recycling should be set out as early as 7:00 PM the night before collection day and as late as 7:00 AM the day of collection at your authorized pickup site.

### Helpful Cleaning Tips:

- All cardboard boxes should be broken down and set out for recycling collection.
- Your property and sidewalk must be kept free of trash and litter. Sweep litter into proper containers, never into the street.
- Businesses that sell food for takeout should provide trash receptacles at all points of access.
- Property owners need to inform tenants about the City of Philadelphia's guidelines for trash and recycling collections. Property owners are responsible for their properties, including tenant activity.
- Within six (6) hours of the end of a snowfall or freezing rain, you must clear a path at least 30 inches wide on your sidewalk. Do not shovel the snow into the street.

## PHONE NUMBERS

(all numbers 215 area code)

Call one number  
**686-5560**

Cellular Phone call \*FIX



### For the Streets Department's Customer Affairs Unit

- Trash and Recycling Collection Recycling Hotline 685-RECY(CLE) 685-7329
- Illegal Dumping/Clean-up Philadelphia More Beautiful Committee (PMBC, Block Captains) (SWEEP)
- Pot hole and Street Repair
- Traffic Signals and Signs
- Alley Lighting
- Street Lighting (24 hours, call 686-5610)

Visit us online at [www.phila.gov/streets](http://www.phila.gov/streets)

**Early Collection:** (Vine St. to Bainbridge St., from Schuylkill River to Delaware River): Trash/recycling should be set out as late as 6:00 AM on the day of collection at your regularly authorized pickup site.

**Recycling:** Weekly single stream recycling has been implemented city-wide. Residents are able to place all recyclables in a recycling container next to their trash for curbside collection on the same day as their trash day. Along with steel and aluminum cans, glass jars and bottles, they are able to add flattened cardboard and #1 and #2 plastics which are generally beverage and detergent containers. Recyclers can find these numbers on the bottom of plastic recyclables. For more information, please contact the City of Philadelphia's Streets Department's Recycling hotline at 215-685-RECYCLE(7329), or 215-685-7329, or visit [www.recyclingPAYS.phila.gov](http://www.recyclingPAYS.phila.gov).

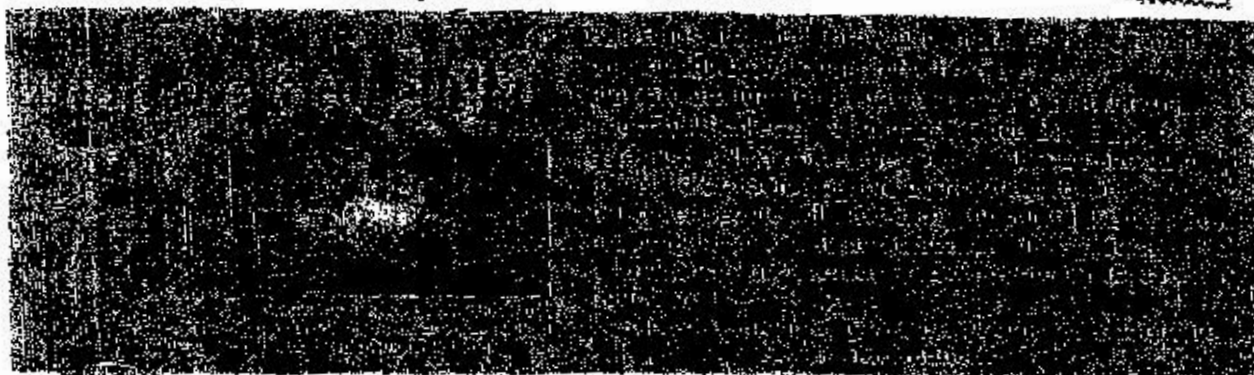
**Recycling Bin:** Residents may pick up a recycling bin at a Streets Department Sanitation Convenience Center, Monday to Saturday, 8am - 6pm, or at their local recreation center. Please call first to find out if the containers are in stock. Residents may also use any household container and mark it "RECYCLING". Contact the Customer Affairs Unit at 215-686-4560 or visit [phila.gov/streets](http://phila.gov/streets) for center locations.

### Commercial Recycling

The City of Philadelphia's Commercial Recycling Regulations went into effect on October 15, 1994. All haulers served by private trash haulers and the haulers themselves are affected by the recycling rules. Retail stores, offices, larger apartments, institutions, and government agencies must use approved licensed haulers. A list of these can be obtained from the Recycling Office at (215) 686-5444.

# Bed Bugs & Mattresses

## A Fact Sheet for Pennsylvania Consumers



### How do I know if I have Bed Bugs in my mattress?



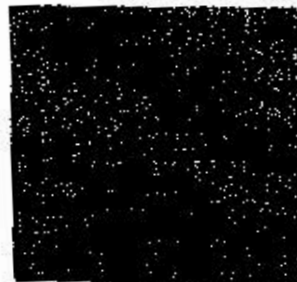
If you have bites that you can't explain, Bed Bugs may be a culprit. Bed Bugs will try to live as close to their food sources as possible. They can often be found directly on the mattress in the tufts and folds, along the seam, and even inside the mattress. They can also be found in the box-spring, bed frame, headboard and furniture near the bed. They will leave "blood spots" and cast skins on materials after they feed and this may be a sign that they're around.

### How can I get rid of Bed Bugs in my mattress?



If you find or suspect you have Bed Bugs in your home or on your mattress, it is recommended that you call a pest management professional. Bed Bug infestations are difficult to treat in the later stages. Things you can do yourself to control Bed Bugs are:

- > Vacuum the area around the bed thoroughly, and vacuum the mattress, box-spring, bed frame and area around the bed and remove excess clutter. Make sure to discard the vacuum bag or collection cup into a sealed bag or container (preferably outside) so Bed Bugs will not infest another area.
- > Launder all bedding in hot water, and dry on high heat.
- > Scrub the seam of the mattress and other "hiding spots" with a stiff brush to dislodge Bed Bug eggs.
- > Alcohol has been recommended for controlling bed bug infestations - MDCH, however, urges caution when using flammable liquids. Use extreme caution.
- > DO NOT spray pesticides on the mattress where they may come in contact with skin. Always follow label directions on any pesticide used in the home.
- > If you find evidence of Bed Bugs on your mattress, encase the mattress and box spring with a high quality, zippered mattress cover. These are often labeled "hypoallergenic" or "dust mite proof" - this will prevent Bed Bugs from escaping the mattress and help prevent new bugs from living on the mattress. The zipper is often the "weak point" of the cover, and taping this may help.
- > Steam will kill Bed Bugs - a commercial steam cleaner can be used on the outside of the mattress and box-spring and on carpeting and along the baseboards of a room where Bed Bugs may hide.
- > Discarding the mattress isn't always effective - If Bed Bugs are not controlled and eradicated, a new mattress can become infested very quickly.





### ***If I choose to discard my mattress, what should I do?***

If you find Bed Bugs on or in your mattress, cleaning and encasement are the first things that should be done. Encasing the mattress and box-spring with a zippered mattress cover will make sure that Bed Bugs can't live on the bed or any inside can't get out.

- Bed Bugs will re-infest a new mattress if the infestation in the home has not been eradicated. It may take several weeks or treatments for the infestation to be controlled.
- If you choose to discard your mattress or box-spring, please follow the guidelines below so that Bed Bugs will not be spread to others:
  - Cut the mattress in various places to make it unusable.
  - Wrap the mattress in plastic.
  - Label the mattress as "Bed Bug infested" with paint, signs or marker.
  - If possible, break the frame of the box-spring so that it is unusable, wrap and mark as well.



### ***Can a USED mattress be re-sold in Pennsylvania?***



Currently there is no specific prohibition in state law of the sale of used mattresses. However, the seller would need to determine whether there are any applicable local ordinances or local health regulations. It is essential that a seller take precautions to ensure that a used mattress is sanitary and free from bed bugs and any other infestations. Selling an infested mattress poses a public health hazard, in violation of the Public Health Code. Any person who sells such goods may be subject to legal action. For legal advice, the seller should consult his or her attorney.



### ***If I am re-selling furniture or bedding, how can I protect consumers?***

1. Educate yourself and your staff on how to identify Bed Bugs in furniture items.
2. Clean items thoroughly using vacuums, heat treatment, steam, or cleaning agents appropriate to the items.
3. Separate Bed Bug infested furniture items from other items so as not to spread the bugs.
4. If Bed Bugs are found in bedding (mattresses or box-springs) or upholstered furniture, it is difficult to ensure that cleaning alone will rid the item of Bed Bugs. Bed Bugs may be inside the items and heat or steam may not be able to reach them. Unless the item is completely reconditioned; the cover taken from frame and treated, it is unlikely the product can be determined "Bed Bug Free". DO NOT use pesticides that are not labeled for application to bedding, always follow label directions.
5. If Bed Bugs are found on other wood, metal, or plastic furniture items, the item can be successfully treated by cleaning, the use of steam, vacuuming, appropriately labeled pesticides, and removing bugs and eggs from all surfaces.
6. It is better to discard the item if unsure of Bed Bugs, than to pass on an infestation to others.

Michigan Department  
of Community Health

**MCH**



### Can I get diseases from bed bugs?

There are currently no known cases of disease associated with bed bug bites. Most people are not aware that they have been bitten. Bed bug bites usually just look like little red bumps; sometimes resembling mosquito bites, but people who are more sensitive to the bite can have localized allergic reactions (see picture below). If that happens, check with your doctor, who might recommend an antihistamine or a topical cream to relieve any itching or burning. Scratching the bitten areas may lead to infection.

### How do bed bugs get into my home?

Bed bugs are often carried into a home on objects such as furniture and clothing, or in luggage from a recent trip. Once in the home bed bugs are mostly found in the bedroom or place where people sleep, and can be found in areas such as:

- Seams, creases, tufts, and folds of mattresses and box springs
- Cracks in the bed frame and head board
- Under chairs, couches, beds, dust covers
- Between the cushions of couches and chairs
- Under area rugs and the edges of carpets
- Between the folds of curtains
- In or under drawers or drawer rails
- Behind baseboards, and around window and door casings
- Behind electrical plates and under loose wallpaper, paintings and posters
- In cracks in plaster
- In telephones, radios, TV's, and clocks

Bed bugs can also travel to adjacent rooms or apartments along pipes, electrical wiring and other openings.

### What can I do if I have bed bugs in my home?

The best method to deal with bed bugs is Integrated Pest Management (IPM), which combines a variety of techniques and products that pose the least risk to human health and the environment.

1. The first step in any IPM program is the identification of the pest to be managed.
  - a. Don't assume you have bed bugs because someone in the house has bites of an unidentified origin. Fleas can also be a problem when infestations reach high levels, and management considerations can differ. Consult with your local health department, county MSU Extension office, or a licensed professional Pest Control Operator (PCO), to confirm that you have bed bugs.
  - b. Inspect your mattress, box spring and bed frame, particularly in the folds, crevices, underside, and other locations bed bugs like to hide, as outlined above. Pay particular attention for small, dark spots on sheets or the mattress. This may indicate locations where bed bugs have bitten and passed some of the blood meal.
2. Seal your mattress/pillows with a plastic or hypoallergenic, zippered cover. This will keep bed bugs out of the mattress, or eventually kill any bed bugs trapped within. Do NOT apply any pesticide to mattresses or to surfaces that would be in direct human contact, except when the



Reaction to bed bug bites. Bites are usually clustered on areas of the body not covered by night clothing.



Blood spots on a mattress seam are often grouped. This is an indication of a current or past infestation of bed bugs.

## Bed Bugs


## Fact Sheet

pesticide label specifically states that the product can be applied in that manner. Pesticides can be harmful to people and pets. READ and UNDERSTAND the label.

3. Wash all your linens and place them in a hot dryer for 20 minutes. Also freezing (-5 C) for five days will work. Less time at lower temp.

**\*\*It is not always necessary to discard bedding or mattresses\*\***

4. Use a nozzle attachment on a vacuum to capture the bed bugs and their eggs. Eggs may be difficult to vacuum as they are cemented to substrates, scraping may be necessary. Vacuum all crevices on your mattress, bed frame, baseboards and any objects close to the bed. It is essential to empty the vacuum immediately and properly dispose of the bag or contents by placing in a sealed plastic bag or container, or by placing sealed contents in the freezer (-5 C) for five days.
5. Remove all unnecessary clutter, this provides harborage for bed bugs.
6. Seal cracks and crevices between baseboards, on wood bed frames, floors and walls with caulking. Repair or remove peeling wallpaper, tighten loose light switch or outlet covers, and seal any openings where pipes, wires or other utilities come into your home (pay special attention to walls that are shared between apartments).
7. Monitor daily by setting out glue boards or sticky tape (carpet tape works well) to catch the bed bugs as they move from their harborage. Closely examine any items that you are bringing into your home. Note: Furniture put out by someone else for collection could be infested with bed bugs or other pests. Use caution.
8. Consult a licensed PCO to discuss options that pose the least risk to humans and the environment.

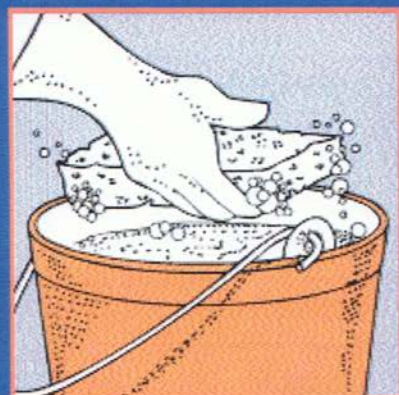
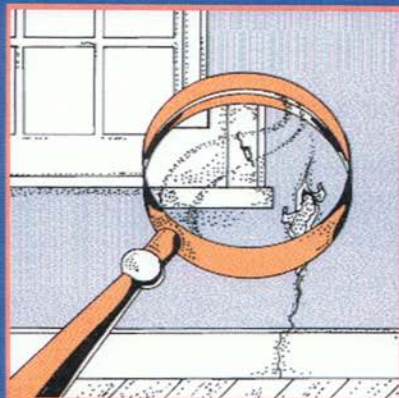


Once the bed frame has been inspected, and the mattress cleaned and sealed with a cover, a bed net can be used to keep additional bugs away while treatment commences.

**Note:** Chemical treatment may be part of an IPM plan. If you choose to treat the infestation with an insecticide, call a licensed, Professional Pest Control Operator for more information. Use the least toxic product available and follow all manufacturers' instructions.

### How can I keep from bringing bed bugs home with me?

- Hang clothing in the closet farthest from the bed.
- Place luggage on the folding luggage rack most hotels provide.
- Place luggage in the dry cleaning bag often provided in hotel rooms. Tie the ends shut.
- Check your clothing and luggage before you depart for home.
- Second hand furniture should be thoroughly inspected before bringing it home. It is recommended not to bring home mattresses from unknown sources.



# Protect Your Family From Lead In Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
April 1999



## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead hazards.



**RENOVATORS** have to give you this pamphlet before starting work. (After June 1, 1999.)



**IF YOU WANT MORE INFORMATION** on these requirements, call the National Lead Information Clearinghouse at **1-800-424-LEAD**.

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# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

**In the United States, about 900,000 children ages 1 to 5 have a blood-lead level above the level of concern.**

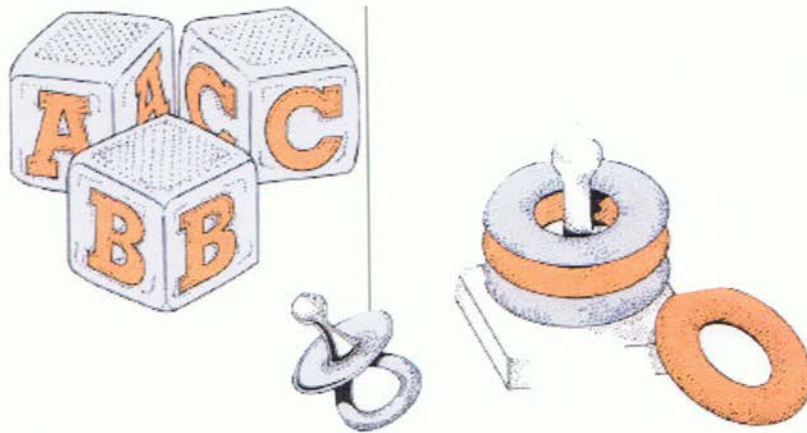
*Even children who appear healthy can have dangerous levels of lead in their bodies.*

**People can get lead in their body if they:**

- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).

**Lead is even more dangerous to children than adults because:**

- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.
- ◆ Children's growing bodies absorb more lead.
- ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.



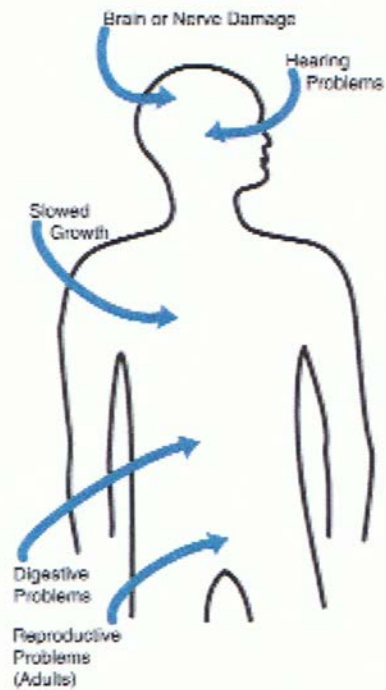
### Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

### Lead is also harmful to adults. Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



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*Lead affects  
the body in  
many ways.*

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside *and* outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.



## Where Lead Is Likely To Be a Hazard

**Lead-based paint** that is in good condition is usually not a hazard.

**Peeling, chipping, chalking, or cracking lead-based paint** is a hazard and needs immediate attention.

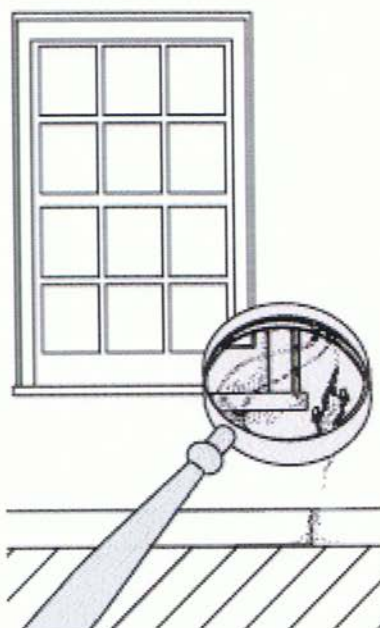
Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, and banisters.
- ◆ Porches and fences.

**Lead dust** can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see page 11) to find out about testing soil for lead.

**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**



## Checking Your Home for Lead Hazards

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home checked for lead hazards in one of two ways, or both:

- ◆ A paint **inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A **risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. *There are standards in place for certifying lead-based paint professionals to ensure the work is done safely, reliably, and effectively.* Contact your state lead poisoning prevention program for more information. Call 1-800-424-LEAD for a list of contacts in your area.

Trained professionals use a range of methods when checking your home, including:

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint samples.
- ◆ Surface dust tests.

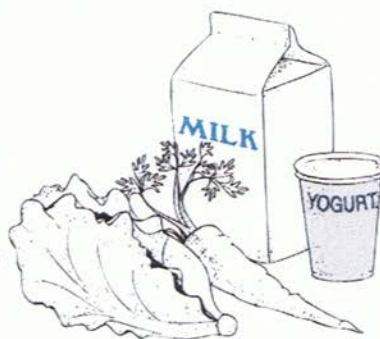
**Home test kits for lead are available, but studies suggest that they are not always accurate.** Consumers should not rely on these tests before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.





## How To Significantly Reduce Lead Hazards

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

*Always use a professional who is trained to remove lead hazards safely.*



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.



## Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

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*While paint, dust, and soil are the most common lead hazards, other lead sources also exist.*

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- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD** to learn how to protect children from lead poisoning and for other information on lead hazards. (Internet: **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/lea](http://www.hud.gov/lea)**).

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** and ask for the National Lead Information Center at **1-800-424-LEAD**.

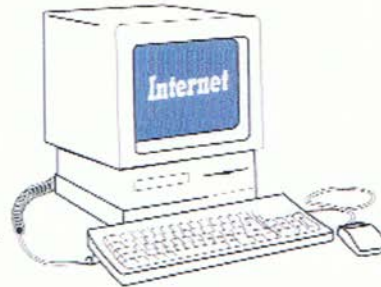


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**. (Internet: **[www.cpsc.gov](http://www.cpsc.gov)**). For the hearing impaired, call **TDD 1-800-638-8270**.



### State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.



## EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 744-1124

**Region 10** (Idaho, Oregon, Washington, Alaska)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

6 World Trade Center  
Vesey Street, Room 350  
New York, NY 10048  
(212) 466-1612

### **Western Regional Center**

600 Harrison Street, Room 245  
San Francisco, CA 94107  
(415) 744-2966

### **Central Regional Center**

230 South Dearborn Street  
Room 2944  
Chicago, IL 60604-1601  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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**City of Philadelphia**



**Department of Licenses and Inspections**

**PARTNERS FOR GOOD**  
**HOUSING**

**Revised - April 2004**

**Produced by the Commissioner's Office**

## **PARTNERS FOR GOOD HOUSING**

The City of Philadelphia, on behalf of its citizens, has set minimum health, safety, and maintenance standards for houses and apartments. Keeping the housing in our city up to these standards involves a partnership between tenant, landlord, and the City. All three must work together to provide decent housing for everyone.

The information in this guidebook applies to Philadelphia, Pennsylvania and is based on the Code of General Ordinances of the City of Philadelphia – particularly Title 4, the Building Construction and Occupancy Code.

“Partners for Good Housing” outlines the responsibilities of owners, tenants, and landlords for maintaining houses and apartments in a safe and clean condition.





## **CONTENTS**

Page

<b><u>Who Needs a Rental License ?</u></b> .....	3
<b><u>Fire Prevention</u></b> .....	4
<b><u>Basic Equipment and Facilities that Must be Provided and Maintained</u></b> .....	10
<b><u>Keeping Homes, Apartments, and Yards Clean and Sanitary</u></b> .....	12
<b><u>How the Building Construction and Occupancy Code is Enforced</u></b> .....	14
<b><u>Special Neighborhood Problems</u></b> .....	15
<b><u>How to File a Complaint or Appeal</u></b> .....	16

Source: 2004 Philadelphia Building Construction and  
Occupancy Code

## WHO NEEDS A RENTAL LICENSE ?

### **GENERAL INFORMATION**

Anyone who offers a dwelling unit or rooming unit for rent must obtain proper licenses and zoning approval from the Department of Licenses and Inspections (L & I). This will include all of the following:

#### **1.) HOUSING INSPECTION LICENSE**

A Housing Inspection License (issued by L & I) is required of any person who offers for rent a one-family dwelling, two-family dwelling (duplex), a dwelling with three or more units (whether rental, cooperative, or condominium), or a rooming house, dormitory, or hotel.

- Each time a dwelling unit is rented to a new tenant, the owner must give the tenant a written statement certifying that the rental unit is licensed and listing the license number.

#### **2.) BUSINESS PRIVILEGE LICENSE**

This license is required of every person desiring to engage in any business in the City of Philadelphia. It is a lifetime license with a one-time fee and applies to all businesses owned by a person.

EXCEPTION: In a property with four or less rental units, where the owner lives on the premises, a Business Privilege License is not required.

#### **3.) BUSINESS TAX ACCOUNT NUMBER**

This is a number assigned by the Philadelphia Revenue Department to identify tax accounts. One number applies for all licenses obtained by a person.

- The Business Privilege License and Business Tax Account Number are applied for using the same form. Only one Business Privilege License and one Business Tax Account Number is required of one person, regardless of how many rental properties a person owns.

#### **4.) ZONING APPROVAL**

A property must be properly zoned in order to operate as a dwelling for rent. Zoning approval is required even if the owner occupies one of the units.

### **OTHER REQUIREMENTS**

- The owner of a multiple-family dwelling, rooming house, dormitory, or hotel is required to name a managing agent over the age of eighteen (18) years to receive service of notices, orders, or summonses issued by L & I. The managing agent is required to have a residence or a regularly attended business office within the City of Philadelphia. If the owner meets these qualifications, he or she may be designated the managing agent.

## *For Your Information:*

- \* The owner of any rental dwelling unit or rooming unit can not legally collect rent without having the required licenses.
- \* An owner can not proceed with an eviction without the required licenses.

## **FIRE PREVENTION**

### **GENERAL REQUIREMENTS**

- In the City of Philadelphia, the Department of Licenses and Inspections is responsible for enforcing both the Property Maintenance Code and the International Fire Code. Inspections of residential structures are conducted by the Department's Housing & Fire inspectors.
- Tenants, landlords, and homeowners each have the duty to keep hallways, stairways, fire escapes, and exits clear at all times. Storage of any kind under stairways is prohibited unless the space is separated from the stair by fire resistance-rated construction.
- Rubbish and garbage are not allowed to accumulate in any location inside a building, including storage rooms. Rooms intended for trash storage must have sprinklers and be separated from the rest of the building by one-hour fire resistance-rated construction.
- Permitted amounts of paints and flammable liquids (including insecticides containing flammable materials) must be stored in a room separated from all other parts of the building by one-hour fire resistance-rated construction.

Information about permitted amounts of flammable liquid is available from the Department of Licenses and Inspections by calling **215-686-2534** or **215-686-2535**.

- At least one fire extinguisher with a minimum rating of 2-A:10-B:C is required in the public corridors or stairwells at each floor level of unsprinklered buildings. In buildings of three stories or less and having a single stairway, one such extinguisher is allowed, provided it is placed approximately equidistant from all dwelling units in the building.

As an alternative, if there are concerns about vandalism, theft, etc., a 2-A:10-B:C fire extinguisher can be mounted in each dwelling unit in the building.

- Except for one- and two-family dwellings, lighting is required in common corridors, stairways, and the exit discharge (exterior) to provide a light level of one foot-candle at the floor. This lighting must be on a circuit independent of any dwelling unit. In buildings that have more than one exit stair, this lighting must have an emergency power source.
- In buildings that are required to have more than one exit stair (including fire escapes), exit signs are required to identify the means of egress from each floor. These signs are required to be illuminated by both the normal and emergency power sources.
- In existing buildings that have more than one exit stair, the stairs must be enclosed and separated from the corridor by fire-resistant construction. In non-high rise buildings, doors in these enclosures must be one-hour fire-rated self-closing doors or 1 ¾ -inch thick solid core wood self-closing doors.
- In buildings that have only one exit stair, the doors from the apartments must be of the type specified in the paragraph above.

## **FIRE ALARM REQUIREMENTS**

### **1.) REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS**

Owners of one and two-family dwellings (including owner-occupied one-family dwellings) are required to install electric or battery-powered smoke detectors as follows:

- In existing one- and two-family dwellings, the detectors are permitted to be battery-powered and interconnection is not required between the several detectors in a dwelling unit. A permit is not required to install battery-powered detectors.
- In new one- and two-family dwellings (newly-built or newly-established in an existing building), the detectors are required to be powered by the primary alternating current (AC) power source in the building. The power must be supplied from an unswitched portion of the branch circuit or from a dedicated branch circuit.

Interconnection of the several detectors installed in new dwellings is required such that the actuation of one detector will actuate all the alarms in the dwelling. An electrical permit (plans are required to be submitted with the application) is required to be obtained by a licensed electrical contractor from the Department of Licenses and Inspections prior to the installation of these detectors.

- The smoke detectors are required to be labeled for "Household Fire Warning" in accordance with UL 217. These are referred to as single- or multiple-station smoke detectors.

- Smoke detectors must be installed in the immediate vicinity of the bedrooms and on each story of the house, including basements. In new dwelling units, they are also required in the bedrooms.
- Discretion should be used to place the detector as near to the bedroom(s) as practicable without having it activated by normal cooking activity or steam from bathrooms.
- In split-level dwellings without doors between adjacent levels, a smoke detector is only required on the upper level, provided there is less than one full story between levels.
- Annual certification of detectors in one- and two-family dwellings is not required. However, upon sale of the property, the seller is required to certify in writing to the buyer that the required smoke detectors have been installed and are in proper operating condition.
- Manual fire alarm boxes (break-glass or pull stations) are not required in the exits that serve one- or two-family dwellings.

## **2.) REQUIREMENTS FOR FIRE ALARMS IN MULTIPLE-FAMILY DWELLINGS AND ROOMING HOUSES**

- Household Fire Warning-type detectors are required within the dwelling units of buildings that are not sprinklered throughout, in the same fashion as described for one- and two-family dwellings, except that battery-powered detectors are not accepted for any of the required detectors. These detectors should not be connected to the building's automatic fire alarm system as their purpose is to sound their self-contained alarm only in the dwelling unit where they are activated.

In existing high-rise buildings that are not sprinklered throughout, a detector is required in each bedroom in addition to the ones in the vicinity of the bedrooms. Interconnection of the detectors within a single dwelling unit is required where the sound level of any detector is less than 15 dBA above the ambient noise level in any occupied space within the dwelling unit with intervening doors closed.

- An automatic fire alarm system is required in unsprinklered buildings in all areas that are accessible to more than one tenant (common areas) such as stairways, corridors, storage areas, laundry rooms, basements, etc. The detectors are required to be labeled for system use. In some cases, household fire warning detectors (the type approved for use within dwelling units) have been installed in these areas. They are not system detectors and must be replaced with labeled system detectors.

- Automatic fire detection is required to be smoke detectors unless normal operations in the space produce products of combustion that would activate smoke detectors. These spaces include boiler or furnace rooms, garages, laundry rooms, etc. In these spaces only, heat detectors are recommended and accepted in lieu of smoke detectors.
- The sounding devices (bells, horns, whoop tones, etc.) of the fire alarm system must be loud enough to be heard in all parts of the building. The required level of audibility is 70 dBA (decibels) in each sleeping room. It may be necessary to locate sounding devices within the apartments in order to achieve the required sound level.
- Visible alarms (strobe lights) are only required when the building houses the hearing impaired.
- A fire alarm panel is required to supervise all fire alarm systems for proper continuous operation, to receive signals from the devices, to activate the sounding devices, and to provide back-up power in the event of the primary power failure. The manual boxes, system smoke and heat detectors, and sounding devices are connected to the panel. Note that the single- and multiple-station smoke detectors located within the dwelling units are not connected to the panel.
- In existing buildings, connection of the fire alarm system to a central station is only required for high-rise buildings. In new buildings or newly-established residential uses, buildings of five stories or more require fire alarm connection to a central station.

### *For Your Information:*

\* An electrical permit is required to be obtained by a licensed electrical contractor from the Department of Licenses and Inspections prior to installation of both the household fire warning detectors within dwelling units and the automatic fire alarm system. (Plans are required to be submitted with the permit application.)

- All fire alarm systems are required to be inspected, tested, and certified by a licensed electrical contractor upon installation and annually thereafter.
- Any reduction in fire protection (fire alarm, fire sprinkler, or standpipe system) of any duration for any reason, must be reported to the Fire Department at **215-922-6000**.
- The Fire Department must be notified IMMEDIATELY through "911" of the activation of any fire alarm, excluding the household fire warning detectors that are installed in the dwelling units.

**3.) FIRE ALARM REQUIREMENTS UNIQUE TO BUILDINGS THAT REQUIRE MORE THAN ONE EXIT STAIR**

- The fire alarm panel is required to have at least one zone per floor.
- A manual fire alarm box (break-glass or pull station) is required at each door from the corridor to building exit stairs on each floor. At each box, a sign should be affixed, stating "IN CASE OF FIRE: SOUND ALARM AND CALL 911".

**4.) FIRE ALARM REQUIREMENTS UNIQUE TO "SMALL" APARTMENT BUILDINGS**

This type of building does not exceed three stories and has only one exit stairway or two exit stairways that are both visible from all points within a maximum 20-foot long vestibule or corridor between the stairs.

- The fire alarm panel is permitted to have a minimum of one zone that incorporates all of the system devices in the building.
- A manual fire alarm box (break-glass or pull station) is required only at the exit door from the stairway to the outside, not on each floor. At the box, a sign shall be affixed, stating "IN CASE OF FIRE: SOUND ALARM AND CALL 911".

**5.) FIRE ALARM REQUIREMENTS UNIQUE TO BUILDINGS THAT HAVE RESIDENTIAL USES ABOVE NON-RESIDENTIAL USES**

- An automatic electrically-powered fire alarm system with smoke detection is required in the non-residential use unless it is sprinklered throughout.
- Where the non-residential use is a drinking and/or dining establishment, heat detectors are permitted in lieu of smoke detectors in the kitchen, in patron areas where smoking is permitted, and in patron areas where skillet or sizzling-type entrees (such as fajitas) are served. All other detectors in the non-residential use are required to be smoke detectors.
- The sounding devices are required to be located in the non-residential use and typically in the stairway or hallways in multiple-family dwellings above. Where the use above the non-residential use is a single-family or two-family use where there is no common hallway or stairway serving all floors, sounding devices will be required in the dwelling unit(s). The sounding devices are required to be activated by the manual fire alarm boxes and all detectors, except by those inside the dwelling units.
- Manual fire alarm boxes must be located at the exits from the non-residential use but be connected to sounding devices throughout the building. Manual fire alarm boxes are not required in the exits from the residential use if it is a one- or two-family dwelling.



- The residential portion of the building is required to have the automatic fire alarm system as determined by the classification of the residential use.

## *For Your Information:*

\* It is the OWNER'S responsibility to supply, install, and maintain all required fire alarm equipment, including detectors. The owner must also test detectors in common hallways, stairways, basements, and other areas common to more than one tenant. The owner is required to repair or replace any detector that is not operating at the time of testing.

\* It is the TENANT'S responsibility to test all detectors located within their dwelling unit. These should be tested at least once a month. The owner should be notified in writing of any defects in the operation of any detector. However, the tenant is responsible for the replacement of batteries in battery-operated smoke detectors in one- and two-family dwellings.



## BASIC EQUIPMENT AND FACILITIES THAT MUST BE PROVIDED AND MAINTAINED

### **BATHROOM EQUIPMENT AND FACILITIES**

- It is the responsibility of the landlord to provide inside each rented house or apartment the following:
  - A flush toilet in a room that gives privacy
  - A lavatory basin located in the same room as the water closet or in close proximity to the water closet room door.
  - A bathtub or shower in a room that gives privacy. This room may be the same as the room with the toilet or a separate room.
  - An electric light fixture in each bathroom
  - A window or an approved ventilating system in each bathroom. The window must be operable and must face to the outdoors. The ventilating system must be capable of changing the air content of the room at least six (6) times per hour.
- All bathroom equipment must be kept in good working condition. The bathroom floor must have a good surface for easy cleaning and must be substantially impervious to water.
- The tenant must keep the bathroom and bathroom equipment clean and sanitary and must use the equipment properly.

### **KITCHEN EQUIPMENT AND FACILITIES**

- The landlord must provide a kitchen sink within each rental house or apartment. The sink must be in good condition. The tenant must keep the sink clean and use it properly.
- The landlord must provide cooking equipment in each rented house or apartment. The cooking equipment must be properly installed, work safely and effectively, and be maintained in good working condition. The tenant must use the cooking equipment properly and must keep it clean and sanitary.

### ***For Your Information:***

\* Portable cooking equipment that uses flame is prohibited. Cooking equipment that uses gasoline or kerosene as fuel is prohibited.

## **WATER AND SEWAGE SYSTEM**

- The landlord must provide running water and facilities for hot water. Hot water must be available at not less than 110 degrees and not more than 125 degrees and must flow at a rate of at least one gallon per minute at each required lavatory, sink, bathtub, shower, and laundry facility.
- All plumbing equipment must be connected to the City water and sewage systems unless the City gives permission to use a private system.

## **HEATING SYSTEM AND THE PROVISION OF ADEQUATE HEAT**

- The landlord must provide a central heating system or an approved separate permanent heating system for each rental house or apartment. Heating equipment must be safe, properly installed, and adequate to heat the dwelling unit to 68 degrees at all times that the outside temperature is at or above 10 degrees.
- In buildings with two or more apartments, the landlord must supply heat at a temperature of 68 degrees for each apartment from October 1 through April 30 and during May and September when the outside temperature falls below 60 degrees.
- The landlord does not have to supply heat if the tenant is provided with separate heating equipment solely under the control of the tenant of that apartment.
- Approved portable kerosene heaters are only legal in one- and two-family dwellings provided they comply with the International Fire Code.

## **ELECTRICITY, NATURAL LIGHT, AND VENTILATION**

- Each rental rooming unit and apartment must be equipped with electricity, have adequate natural light, and provisions for ventilation.
- Natural light must be available in every room by one or more windows facing directly to the outdoors. The tenant must be able to open the window(s) in order to provide ventilation, unless there is a safe ventilating system capable of changing the air content of the room at least six (6) times per hour. A skylight may be used as a required window.
- Every room must have at least two electrical outlets; one of these outlets may be a ceiling light fixture. Every bathroom, water closet compartment, laundry room, furnace room interior stairs, and public hall must have at least one light fixture.
- Every public hall and stairway in buildings with three or more apartments must be lit by an electric fixture at all times.
- Every public hall and stairway in two-family dwellings must have a lighting system that can be easily turned on and off when needed.
- Emergency lighting is required in hallways and stairways in buildings with two or more exits.

## **KEEPING HOMES, APARTMENTS, AND YARDS CLEAN AND SANITARY**

### **GARBAGE AND TRASH**

- The tenant and the homeowner must place all garbage and trash in storage containers or in disposal equipment, such as incinerators. They must place their own containers out for City collection. Trash must not be put out before 7:00PM the evening before trash is collected.

In buildings with two or more apartments, the landlord must provide a common storage area for trash and garbage containers or common disposal equipment, such as an incinerator. The landlord must see to it that all shared containers are placed out for collection. The tenant must be careful not to spill garbage and trash in halls or on stairways.

- Garbage must be placed in leak-proof containers with tight-fitting lids. Combustible waste must be placed in covered containers or in sturdy bags that are securely tied. Newspapers and magazines should be tied in bundles.
- All containers must be kept clean and sanitary.

### **CARE AND MAINTENANCE OF YARDS AND FENCES**

- The landlord and the homeowner must ensure that their yards drain properly.
- The tenant must keep the yard clean and sanitary if only the tenant has access to the yard. If the yard is shared with other occupants, the landlord is responsible.
- Fences must be kept in good repair by the homeowner or landlord.

### **INSECTS AND RODENTS**

- In one-family houses, the tenant or homeowner must keep the house clean and sanitary. It is the occupant's responsibility to have insects, rodents, other pests exterminated.
- Where there are two or more apartments in a building, the landlord must keep all shared or public areas of the buildings clean and sanitary.
- The tenant must have any insects, rodents, or other pests exterminated if the tenant's apartment is the only one infested. Otherwise, it is the responsibility of the landlord to have such pests exterminated.

## **REPAIRS**

- The landlord or homeowner is responsible for all repairs that are necessary to keep the building in good condition.
- All foundations, walls, roofs, floors, ceilings, windows, doors, stairs, and porches must be safe, weather-tight, and rodent-proof.
- All interior doors, cabinets, shelves, and other supplied equipment must be kept in sound condition and good repair.
- Exterior wood or metal surfaces must be painted or covered with protective coating to prevent deterioration. Exterior walls must be pointed and cracks sealed to keep them weather-tight and waterproof.
- All plumbing and heating equipment must be properly installed, kept in good mechanical condition, and free from leaks and stoppages.

### ***For Your Information:***

\* The City holds the landlord responsible for all repairs required by law, regardless of any agreement or lease between the tenant and landlord.

## **LEAD PAINT**

- Lead paint shall not be permitted to remain on interior surfaces of any dwelling, rooming house, dwelling unit, or rooming unit occupied by children when the Department of Public Health determines that its presence creates a health hazard.



## HOW THE BUILDING CONSTRUCTION AND OCCUPANCY CODE IS ENFORCED

### **GENERAL**

The City enforces the 2004 Building Construction and Occupancy Code laws by sending inspectors to examine housing conditions. The Department of Licenses and Inspections is authorized and directed by law to conduct such inspections at reasonable times. Inspectors must show proper identification. The inspector will secure a warrant from a court if the owner or tenant refuses to allow access.

When a violation is found, the Department notifies the responsible party – either the landlord, the tenant, or the homeowner. That person is told to correct the violation within a certain period of time.

At the end of that time, there will be a re-inspection. If the person has not corrected the violation, the Department lists the case for a hearing before the Municipal Court and the person is notified of the date to appear. The Municipal Court is empowered to fine the guilty party.

The Department is also authorized to correct any violations which are considered unsafe or hazardous, if the violations are not corrected. The City charges the cost of the corrections to the violator and, with the approval of the Law Department, can collect the cost by liens on the property.

The Department may also purchase and supply heat to tenants on an emergency basis between October and May when the heat does not meet the minimum requirements of the law.

### **DESIGNATION OF DWELLINGS AS “UNFIT FOR HUMAN HABITATION”**

When the Department finds that any dwelling is a serious hazard to the health or safety of the occupants or to the public because it is unsanitary, vermin-infested, or lacking in the required facilities and equipment, the Department can designate the dwelling as “Unfit for Human Habitation”.

Any dwelling designated as unfit shall be vacated within a reasonable time specified by the Department. It shall not be used for human habitation until the hazard has been eliminated and the Department has removed the designation and given written approval for occupancy.

### ***For Your Information:***

\* Persons who must vacate an unfit dwelling can request help in finding housing. Contact the **Office of Emergency Shelter and Services**, 1340 Cherry Street, Philadelphia, PA. Phone Number: 215-686-7150



## SPECIAL NEIGHBORHOOD PROBLEMS

### **UNSAFE OR IMMINENTLY DANGEROUS BUILDINGS**

When a neighborhood has buildings that are a serious hazard to the health or safety of the people living in them or to the public, a complaint may be filed with the Department of Licenses and Inspections and the building will be inspected. The Department may order the buildings to be vacated, boarded up, made safe by repairs, or demolished.

### **VACANT HOUSES**

Owners are responsible for keeping all openings in vacant buildings sealed and the premises clear and free of debris. If the owner fails to meet this obligation, the Department may arrange to clean and seal the building and bill the owner for the costs. The Department may also consider a dilapidated vacant building as “unsafe” and order it demolished. When a vacant building is demolished, the Department requires the contractor to maintain the structural and weather integrity of any adjoining party walls.

### **ZONING**

Sometimes neighborhoods are harmed by the conversions of houses into apartments or by undesirable commercial or industrial uses.

The City has a zoning ordinance that protects neighborhoods from these conversions and harmful intrusions.

In cases where a variance is required for a new zoning use, a Zoning Notice must be posted on the property, indicating a public hearing on the proposed use.

Citizens who believe that there is a zoning violation in their neighborhood should file a complaint with the Department of Licenses and Inspections.

### ***For Your Information:***

\* To file a complaint, contact the Department of Licenses and Inspections' Services and Operations unit.

**Phone Number: 215-686-2463**

## HOW TO FILE A COMPLAINT OR AN APPEAL

### **COMPLAINTS**

If the landlord is not carrying out his or her responsibilities, the tenant should tell the landlord what the problems are. If the landlord fails to act, the tenant should report the problem to the Department of Licenses and Inspections, Services and Operations unit, by calling **215-686-2463**.

When filing a complaint, the person must give his or her name and/or address, the address of the property, and the nature of the complaint. A case will be generated and referred to the appropriate inspection unit.

If an inspector is unable to enter the property, he or she will leave a card. The recipient is required to call the number on the card to arrange for an inspection.

The Department does not divulge the identity of a complainant and will not accept anonymous complaints.

### **APPEALS**

Any person who believes that the Department has erred in some action that has been taken or wishes to obtain a variance from the requirements of the 2004 Building Construction and Occupancy Code, may appeal to the Department's Boards Administrator. The Administrator is located at the following:

Municipal Services Building  
1401 John F. Kennedy Boulevard  
Philadelphia, PA

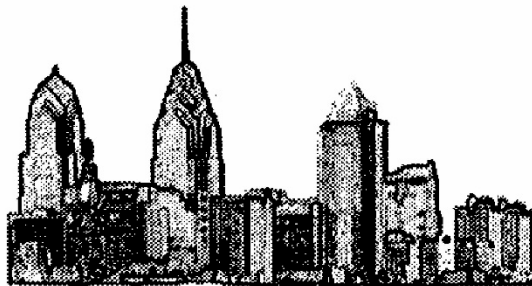
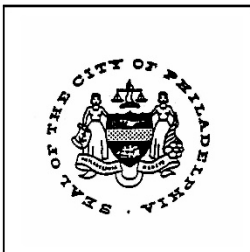
Call **215-686-2427** for more information.

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**THANK YOU FOR YOUR COMPLIANCE WITH STATE AND LOCAL LAW**

**AND YOUR COOPERATION WITH L & I PROCEDURES AND REGULATIONS.**

# NOTES:



**FOR OFFICE USE ONLY**

**Agency Assistance  
Remittance Cover Letter & Payment Instructions**

Date: \_\_\_\_\_

Attn: Contact Name: \_\_\_\_\_  
Agency Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Property: 1234 Main St.  
Tenants: John Smith  
Jane Smith

Enclosed you will find the following for your records:

- ☐ Lease
- ☐ Rental License

As we understand it, you will be remitting the following payments on behalf of the tenant(s). We request that you send separate checks for each item because the funds may be deposited into different accounts:

- ☐ First month's rent: \$775.00 paid 100% to Franklin Investment R/E  
\*Any portion of the first month's rent made directly to the leasing agent is considering the leasing commission as per the rental listing contract.
- ☐ Security deposit: \$775.00 payable to Franklin Investment Realty
- ☐ Last month's rent: \$775.00 payable to Franklin Investment Realty

**FOR OFFICE USE ONLY**



**Franklin Investment Realty**

2432 E. Norris St. 1<sup>st</sup> Fl. Philadelphia, PA 19125

Office (215) 382-7368

Fax (215) 558-6007

[info@franklininvestmentrealty.com](mailto:info@franklininvestmentrealty.com); [www.franklininvestmentrealty.com](http://www.franklininvestmentrealty.com)

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Date: \_\_\_\_\_

Attn: Vitaro, LP

info@franklininvestmentrealty.c

Property: 1234 Main St.

Tenants: John Smith

Jane Smith

Enclosed you will find the following to keep for your records:

- ☐ Rental applications
- ☐ Cosigner forms
- ☐ Landlord verification forms
- ☐ Employment verification forms
- ☐ Paystubs
- ☐ Miscellaneous lease documents signed by the tenant(s) that do not require your signature

Enclosed you will find the following payments:

- ☐ First month's Rent: \$775.00 paid 100% to Franklin Investment R/E
  - \*Any portion of the first month's rent made directly to the leasing agent is considering the leasing commission as per your rental listing contract.
- ☐ Security deposit: \$775.00
- ☐ Last month's rent: \$775.00

Enclosed you will find the following documents that require your attention:

- ☐ Lease to be signed & returned via mail, email, or fax
- ☐ Inspection checklist to be completed with the tenant(s)- We suggest that you do this prior to move-in if the unit is vacant or within-in three days of move-in if not. Tenant phone numbers can be found on the application(s).

Helpful Hints:

- If your tenant(s) moved in on any date other than the 1<sup>st</sup>, a prorated rent amount will be due. Please see paragraph 5c for the amount to be paid.
- We recommend that you change the locks for the new tenants. If you are able to do so prior to their move-in, please supply our office with a copy of the new keys. Keep the old locks & keys to use for the next tenants. Swapping between two sets of locks will save you the cost of buying new locks every time you change tenants.
- You are required to hold a business privilege license and a housing rental license in order to collect rent in Philadelphia. Please see the following links for both license applications:
  - [http://business.phila.gov/Documents/Licenses/housing\\_rental.pdf](http://business.phila.gov/Documents/Licenses/housing_rental.pdf)
  - <http://phila.gov/li/UpdDocs/81-685A.pdf>

## **FOR OFFICE USE ONLY**

- Unpaid gas bills are lienable items even if the bill is in the tenant's name. If you have a rental license, you can join the PGW Landlord Cooperation Program to avoid unpaid tenant bills becoming your unpaid bills. For more information and to apply online, visit <https://www.pgworks.com/index.aspx?nid=184>.
- A lead-dusting test must be conducted prior to move-in for any property that will house children ages 6 and under. You can contact Alco Properties at (609) 509-4389 to schedule your lead-dusting test. More information can be found at [www.phila.gov/health/pdfs/LandlordGuidance\\_12\\_19\\_12.pdf](http://www.phila.gov/health/pdfs/LandlordGuidance_12_19_12.pdf).
- Sealed smoke detectors need to be within 15 feet of every bedroom.
- Double-cylinder deadbolts are not permitted by law.
- We recommend that you equip the unit with a carbon-monoxide detector and ABC fire extinguisher.
- For additional compliance matters, refer to the Partners for Good Housekeeping informational packet, which can be download at:  
[https://business.phila.gov/Documents/Licenses/partners\\_for\\_good\\_housing.pdf](https://business.phila.gov/Documents/Licenses/partners_for_good_housing.pdf)
- We also recommend that you do a move-in inspection with the tenant prior to move-in. Contact us if you would like to have our detailed move-in inspection checklist emailed to you.
- Gas is a lien-able item. We suggest that register for the Landlord Cooperation Program so that a lien isn't put on your property for a tenant's past due balance. You can register online at <https://www3.pgworks.com/ICSLogin/?%22https://www3.pgworks.com/lcp/default.aspx%22-D5>.
- You are required to obtain a Rental Suitability Certificate for every tenant. This cannot be applied for until 60 days prior to move-in or less. You can apply online at <https://secure.phila.gov/crs-onlinev2/intro.aspx>.