## **Borough of Wilmerding**

# ANNUAL RESIDENTIAL RENTAL LICENSE APPLICATION/ADDENDUM AND TENANT REGISTRATION FORM Rental License Year:

Property Address:		
Property Owner Name:		
Owners Address:		
Contact Numbers – Home:	Cell:	
E-Mail Address:		
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Contact Phone Number (Day):	Contact Phone Number (Evening):	

#### PROPERTY INFORMATION

Unit #	Occupant Names	# of tenants under 18	Phone Number	Date Lease Signed	Lease Length

### If necessary use additional forms for additional property information

As a prerequisite to entering into a rental agreement or permitting the occupancy of any rental unit, the owner shall apply for and obtain a license for each rental unit (ORD.979). The owner shall maintain and furnish to the Borough of Wilmerding the Annual Residential Rental License Application and shall notify the Borough of Wilmerding of any changes. Upon request form the Code Enforcement Officer or the Borough Fire Marshal the owner must furnish the Borough of Wilmerding with a copy of the Addendum, Lease and/or Occupancy License. It is the responsibility of the landlord to assure all applicable forms are completed and kept on file for review by the Code Enforcement Officer or the Borough Fire Marshal if requested.

Each license shall have an annual term of January 1<sup>st</sup> through December 31<sup>st</sup> of each year. Each owner applicant shall pay to the Borough of Wilmerding an annual license fee in the amount established by the Borough of Wilmerding Council. Said fee applies for each rental unit. The license shall indicate the maximum number of occupants in each rental unit. No license shall be issued if the owner has any unpaid or delinquent fines, costs, fees, taxes, or ordinance violations.

Any violation of this Ordinance shall be subject to a fine not to exceed \$1,000.00 plus cost of prosecution. Each day of the violation shall constitute a separate offense.

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

#### A. Landlord's Covenants and Obligations:

- The Landlord shall keep and maintain the leased premises in compliance with all applicable codes and ordinances of the Borough of Wilmerding and all applicable state laws and keep the leased premises in good and safe condition. The Landlord shall also comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.
- 2. The Landlord shall be responsible for regularly performing all routine maintenance including lawn mowing and ice/snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows:
- 3. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.
- 4. The Landlord/Property Manager shall permit inspections of any premise by the Code Enforcement Officer or the Borough Fire Marshall within 48 hours if necessary.
- B. Tenant's Covenants and Obligations:
  - Tenant shall comply with all applicable Codes and Ordinances of the Borough of Wilmerding and all applicable state laws.
  - 2. Tenant agrees that the maximum number of persons permitted to live within the regulated rental unit at any time shall be \_\_\_\_\_ and the maximum number of persons permitted within the common areas of the leased property at any time shall be\_\_\_\_\_.
  - 3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner in compliance with the Borough Ordinances.
  - 4. Tenant shall not cause, nor permit other to cause damage to the leased property.
  - 5. Tenant shall not engage in, nor permit others on the property to engage in disruptive conduct as defined in the Borough Ordinance #979. Tenant shall not engage, nor permit others on the property to engage in any conduct in the leased property which is declared illegal under the Pennsylvania Crimes Code or the Liquor Code or the Controlled Substance, Drug, Device, and Cosmetic Act.
  - 6. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Regulated Rental Unit Occupancy Ordinance of the Borough of Wilmerding and that the issuance by any municipal officer of the Borough of Wilmerding of a Certificate of Noncompliance with said Ordinance relating to the lease premise shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, the Landlord shall have the right and option to pursue any and all of the following remedies:
    - a. Termination of the rental agreement without prior notice.
    - b. Bring an action to recover possession of the leased premises without abatement of rents paid including reasonable attorney's fees and costs.
    - c. Bring action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs.
    - d. Bring an action for damages caused by the Tenant's breach, including reasonable attorney's fees and costs.

Owner/Property Manager Printed Name:	
Signature:	Date:
Tenants Printed Name:	
Tenants Signature:	Date: