

Off-Campus Resource Guide



**commuter
services**

Residence Life

Terms of Leases

Tenants are Jointly and Severally Responsible

A lease will specify who the two parties signing the contract are. If several tenants sign a lease together they are jointly and individually responsible for the fulfillment of all terms. If a roommate leaves earlier or does not pay rent the landlord can pursue the remaining tenant for the entire rent.

Renewal Clauses

Make sure you understand the renewal clause in the lease. Most leases renew automatically for a period of one more year or one more month. The end of term notice included in the lease specifies the amount of notice required in order to terminate lease on the stated date or to change terms of the lease. In most cases the notification time is 60 days, but some leases require 90 or even 180 days notice. The notice must be given by the 1st day of the month.

If you want to terminate your lease you must give proper notice in writing, usually by certified mail, return receipt requested. If you fail to do so you may find yourself legally bound for another lease term. When a lease renews on a month-to-month basis with a 60 days' notice then you actually have a two-month to two-month lease. Likewise, if the landlord wants to raise rent or change terms he/she must also give you the required notice. The landlord, however, may not be asked by the lease to notify you with a certified letter.

At renewal time, watch out for any correspondence coming from your landlord. Lack of response to a renewal notice may be construed as acceptance of the new terms. Also note that the landlord does not have to offer you a new lease. He/she can terminate the lease with the required notice and unless you can prove discrimination or retaliation, there is no recourse if negotiating a new lease fails.

Rent Increase

There is no rent control in Philadelphia. A landlord can increase rent by any amount provided proper notification is given and no violations of the housing code exist on the premises. The landlord cannot raise the rent in retaliation for the tenant exercising his/her rights.

Possession of Premises

A fair lease will specify that if unit is not ready for occupancy because of reasons beyond the landlord's control, the tenant can either wait until it is ready (and not pay rent) or can terminate the lease and get the money back. Some leases ask the tenant to wait for a number of days. In either case, do not expect the landlord to pay for storage or hotel accommodations.

Sale of Property/Change in Management

In case of sale of premises or change in management your rights to continue the lease are protected by law and by a fair lease. Do not let yourself be pressured into signing new terms with the new owner/manager. Your lease should remain valid until it comes up for renewal. You must be notified in writing about the change in ownership and instructed as to who and how to pay your rent. Your previous landlord must transfer your security deposit to the new owner. The right to continue a lease in case of sale of premises is a waivable right and some leases contain a subordination clause, according

to which the new owner can terminate lease or change terms. No such termination is allowed without the notice indicated in the lease.

Access to Premises

A landlord must always have access to the premises. In emergency situations the landlord can enter without giving notice. For routine inspections/repairs or showing apartment after tenant has given notice of lease termination, a fair lease will require the landlord to give 24 hours' notice. Many leases, however, ask the tenant to allow access to the premises during reasonable hours on business days. If you sign such a lease, this is what you will have to do. If you, however, feel your right to privacy is violated, you should address this problem in writing and ask for notification. Your rights to privacy and quiet enjoyment supersede any terms of the lease.

Purchasing Renter's Insurance

Many leases recommend or require that tenant purchase renter's insurance. This is a very good idea. Your belongings are not protected by the insurance policy of the landlord. Unless you can prove negligence on the part of the landlord, and this is not always easy, you have no protection in case of fire, theft or any other loss situation.

Repairs

The landlord is required by law to keep the property up to the standards of the Housing Code at all times. If the lease states that the landlord is not obligated to perform repairs, such a clause is illegal. Maintenance and normal wear and tear are the responsibility of the landlord. You are, however, responsible for repairing all damage due to your misuse, abuse or negligence.

Painting and decorating the apartment and preparing it for the next occupant are not your responsibility, unless you have damaged the place beyond wear and tear. When you sign the lease find out what kind of hanging devices you are allowed to use and any requirements the landlord may have regarding decoration of the apartment.

If your renting the apartment is conditioned upon the landlord's performing certain repairs/improvements which are not required by the Housing Code, such as changing carpet, replacing mirror, etc., make sure you write these repairs into the lease. Always put a time frame to your requests. Oral promises are not valid. Get everything in writing.

If you have repair problems, request repairs in writing. If the landlord does not respond in a timely manner, write a certified letter, return receipt requested. Give the landlord a reasonable amount of time to fix the problem. If repairs are not done, write a second letter, also certified. If you get no response to the second letter, then you can consider using legal remedies, such as *"Repair and Deduct"*, *withholding rent* or *moving out and terminating lease*. If you plan to resort to any of the above, we advise you to obtain additional information about the correct procedures

For rent withholding or lease termination obtain an inspection from the City of Philadelphia Licenses and Inspections. They will attest to the existing violations, the part of the apartment, which is not habitable, and the necessity for repairs. Do not withhold rent or move out without a prior L&I inspection and report. The Philadelphia Fair Housing Commission assists tenants not only with cases of alleged discrimination but also with serious repair problems.

If you have no other way of convincing your landlord to fulfill the promises of the lease and you must withhold rent, put the rent money in an escrow account or set up a separate account with your bank and deposit the rent money on the day the rent is due. Provide the landlord with information regarding the account in writing. Better yet, call our office to find out the exact procedure and/or get a referral to University subsidized legal counsel. (You must be a Penn student to qualify for the referral.)

For emergency situations, make sure you have an emergency contact number for your landlord and that a procedure for dealing with such situations is in place, preferably written into the lease.

Utilities

Make sure the responsibilities regarding payment of utilities are clearly outlined in the lease. If the landlord is responsible for payment of utilities, tenants are protected from utility shut off, if the landlord fails to pay for the utility bills. The tenant must pay the monthly bill to the utility company and can deduct that amount from the rent. For more information, consult the *Utilities Service Tenant's Rights Act*.

Apartment Hunting Tips

Adapted from Homestore.com

Before You Set Out

Make a shopping list.

Are you looking for hardwood floors, dishwasher, washer/dryer, fireplace, etc.? You may not find everything but it does not hurt to set priorities.

Be prepared!

Collect some information to present to landlords/leasing agents – they will probably ask for it, anyway. This should include:

- Credit check
- Resume
- Pay stubs/tax returns

Cover the bases.

Many landlords will want to verify your references. Phone ahead to alert possible references that they may receive a call, including your former landlord.

During the Search

Try to see the units in the daytime.

You will want to know how much natural light an apartment gets. It is helpful to see what shape the place is in and whether more work is needed to make it habitable.

Do a careful walk-through of any unit you are serious about.

The best time to ask about repairs and improvements is before you commit. Attach a list of any damages to the lease and have it initialed by your landlord so you are not held responsible later.

Ask questions.

See sample question sheet included in your folder.

Meet the neighbors!

Will you live above or below someone; do you share walls? Knock on doors and introduce yourself. Find out if neighbors are friendly, how they feel about noise, what they like about the neighborhood.

Take measurements of your larger furnishings

Take along a tape measure to see how your things will fit...or what things you'll need to buy,

Visit as many places as you can.

Visiting several places will help you have a good idea of what your money buys. Compare apartments using the provided checklist as a guide to making your choice. Be prepared to **act quickly** when you find something you like!

After You've Found It

Read your lease thoroughly.

Make sure you understand your lease. Do not be afraid to ask questions! Review your rights and terms of leases before signing and have all of answers to your questions. A list of sample questions is provided.

Comparison Checklist Apartment Hunting

Source. Homestore.com

Terms and Conditions	Unit 1	Unit 2	Unit 3	Unit 4
Date available				
Deposit				
Pet rules/deposit				
Late payment charges				
Length of lease				
Penalty for breaking lease				
Physical changes allowed				
Rent amount				
Rent due				
Subletting				
Utilities included				
Water				
Heat				
Garbage				
Other				
Apartment	Unit 1	Unit 2	Unit 3	Unit 4
Air conditioning				
Ample outlets				
Bedroom privacy				
Blinds/curtains				
Cable TV connection				
Carpet				
Hardwood floors				
Closet space				
Fireplace				
Furniture				
Light Fixtures				
Natural light				
Paint/wall conditions				
Patio/balcony				
Pet-friendly				
Phone jack in each room				
Storage				
Upstairs/downstairs				
View				

Water pressure				
Kitchen	Unit 1	Unit 2	Unit 3	Unit 4
Age of refrigerator				
Counter space				
Dishwasher				
Garbage disposal				
Gas/electric stove				
Microwave				
Smoothly opening drawers				
Community	Unit 1	Unit 2	Unit 3	Unit 4
Laundry facilities				
Loud garbage chute nearby				
Noise level				
Parking				
Bike racks				
Elevators/stairs proximity				
Roof access				
Soundproof walls				
Mailbox				
Safety	Unit 1	Unit 2	Unit 3	Unit 4
Emergency exits				
Fire extinguishers				
Functioning windows				
Gated entrance				
Intercom				
Lead hazards				
Locks on all doors				
Outside lighting				
Screens				
Smoke detectors				
Neighborhood	Unit 1	Unit 2	Unit 3	Unit 4
Average community age				
Public transportation proximity				
Distance from school/work				
Proximity of grocery, bank, post office, etc.				

Move In/Move Out Condition Checklist

General

ITEM	VERY GOOD	FAIR	UNACCEPTABLE	DETAILS
Cleanliness (rodents, bugs)				
Water Pressure				
Water Temperature				
Heating System				
Drains				
Water Leaks				
Air Conditioning				
Thermostat				
Smoke Detectors				
Fire Extinguishers				
Windows (locks, ventilation, etc.)				

Comments:

Hallways

ITEM	VERY GOOD	FAIR	UNACCEPTABLE	DETAILS
Stairs				
Flooring				
Carpeting				
Walls				
Ceilings				
Lighting Fixtures				

Comments:

Kitchen

ITEM	VERY GOOD	FAIR	UNACCEPTABLE	DETAILS
Cleanliness				
Sink				
Stove				
Refrigerator				
Garbage Disposal				
Dishwasher				
Counters				
Cabinets				
Outlets				
Lighting Fixtures				
Floor				

Walls				
Ceiling				
Comments:				

Bathroom

ITEM	VERY GOOD	FAIR	UNACCEPTABLE	DETAILS
Cleanliness				
Sink				
Vanity				
Medicine Cabinet				
Mirrors				
Racks/Shelves				
Closets				
Toilet (bowl, seat)				
Shower				
Curtain Rod				
Tub				
Heater				
Door/Lock				
Windows				
Floor				
Walls				
Ceiling				
Outlets				
Lighting Fixtures				
Comments:				

Bedroom # _____

ITEM	VERY GOOD	FAIR	UNACCEPTABLE	DETAILS
General Condition				
Windows				
Screens				
Shades/Curtains				
Walls				
Ceiling				
Flooring				
Carpeting				

Door/Lock				
Closets/Built-ins				
Lighting Fixtures				
Outlets				
Furniture				
Comments:				

Living Room

ITEM	VERY GOOD	FAIR	UNACCEPTABLE	DETAILS
General Condition				
Windows				
Screens				
Shades/Curtains				
Walls				
Ceiling				
Flooring				
Carpeting				
Door/Lock				
Closets/Built-ins				
Lighting Fixtures				
Outlets				
Furniture				
Comments:				

Dining Room

ITEM	VERY GOOD	FAIR	UNACCEPTABLE	DETAILS
General Condition				
Windows				
Screens				
Shades/Curtains				
Walls				
Ceiling				
Flooring				
Carpeting				
Door/Lock				
Closets/Built-ins				

Lighting Fixtures				
Outlets				
Furniture				
Comments:				

NOTE: Create similar tables for other areas if necessary.

Lessee: _____ Lessor: _____ Date: _____

Move-in _____ Move-out _____

If your apartment is undergoing a move-out inspection, include address for return of security deposit.

Questions to Ask Potential Landlords

- How long is the lease? (That is, the length of time, not the length of the document.)
- Do you have the option to renew your lease?
- What date of the month is rent due? What are the late fees?
- What penalties are there for breaking the lease?
- How much notice is required if not renewing the lease?
- Do you offer month to month leases?

- How much is the security deposit? Will it be held at interest?
- When will the security deposit be returned upon termination of the lease?

- Are utilities included in your rent? Which ones (gas, electric, water, cable, etc.)?
- Is the apartment currently wired for cable, phone and data connections?

- Are you allowed to keep pets in the apartment? What kinds and how many?
- Is an additional security deposit required for pets?

- Are you allowed to sublet if you go away?
- Am I able to run a personal business out of the apartment?

- What current fire safety features are installed in the building?
- What sort of security features does the building offer?

- Does the building have a superintendent or some sort of arrangement for repairs?
- What are my specific responsibilities regarding maintenance on the property? What are the landlord's specific responsibilities?
- Does anyone else have keys to the apartment? Will the locks be changed after the current tenants leave?
- Does the building have on-site laundry facilities? Are they free to tenants or coin-operated?
- What furnishings and appliances come with the apartment?

- Can anyone enter without my prior consent? What is considered legal notice of the need to enter the apartment?
- Under what conditions are you able to enter the apartment and with what notice?
- What would happen if the building management changes during the lease?
- Would I be considered in default of the lease if I disturbed another tenant's "right of quiet enjoyment?"

- Do you need special permission to make superficial changes (e.g., painting walls, hanging a picture, installing shelves)?
- Has the apartment been de-leadaded? (This is mandatory if you have a child living there).
- May I see a copy of the results of your lead paint inspection?

- Is smoking allowed?
- Is there a guest policy?

- Is parking available? Is there an additional cost per tenant? per apartment?

This list is meant to act as a guide only. You may find other questions more relevant or some questions not important at all. In any event, ensure all of your questions are answered to your satisfaction prior to signing a lease.

Rental Tips

Determine how much you want to spend on rent

Before you start looking for an apartment, you need to make an important decision: how much are you willing (and able) to pay in monthly rent? A posh one bedroom apartment in Center City can drain \$1500 a month from your wallet, whereas an apartment that lies north or west of the downtown hotspots are much cheaper, ranging from \$300 - \$650 per month. A good way to find your upper-limit for housing costs is to divide your monthly net (after tax) income by three. If this figure is not exactly high, you can (1) make more money, (2) consider living outside of Center City, or (3) get yourself a roommate to cut rent costs.

Pick a neighborhood

The city of Philadelphia is comprised of hundreds of unique neighborhoods, each with its own flair and flavor. To make things easier on you, here are the more popular sections of the city:

By far the most popular (and by default most expensive) part of Philadelphia is Center City. The entire downtown area, from historic Old City to ritzy Rittenhouse Square to Chinatown, all fall in this category. Center City is analogous to New York's Manhattan: it's where everything is. Naturally, the most exciting area of the city comes with a large price tag; it's rare to find a decent apartment under \$600, and the average cost for a one bedroom apartment falls somewhere around \$800.

South Philadelphia boasts the daily outdoor food-vending strip known as the Italian Market, the Philadelphia sports complex, the Delaware Avenue/Penn's Landing waterfront nightlife, and the infamous Pat's King of Steaks and Geno's Steaks. Apartments in South Philly are reasonably priced, depending on location. You should never have a problem finding a solid apartment for under \$650, and you will often find one for much less.

West Philadelphia is best known for being home to University City, a conglomeration of several colleges and universities concentrated in the area such the University of Pennsylvania and Drexel University. Apartment prices near the university campuses tend to be inflated.

Roxborough, Manayunk, and Chestnut Hill are neighborhoods that are a bit outside of Center City (say, a 10 minute drive), but they have a nice semi-suburban feel. While Manayunk has great nightlife and shopping, for the most part these areas are quiet, spacious, and somewhat well to do. The properties are large, and so are the prices- expect to cough up between \$650-\$1000 for one bedroom apartments. You will pay a little bit extra for the "trendy" factor.

Northeast Philadelphia hosts the biggest chunk of neighborhoods in Philadelphia county, and it almost functions as if its own entity. While there is relatively little to do there in terms of nightlife, there is great shopping: Franklin Mills Mall is absolutely monstrous. And the Northeast's distance (20 minutes or so) from Center City makes for sweet

prices; you can find spacious one bedroom apartments for as little as \$300-\$500 if you look hard enough.

As you are considering which neighborhood to hone in on, keep the following factors in mind:

- Is the rent affordable?
- Are the stores, shops, gyms, etc. in the area affordable? (Do not kid yourself into thinking you will not patronize these places; some days, you will not want to go any farther than you have to).
- Is the neighborhood safe?
- How close is the public transportation?
- What are the nearby schools like?
- If the apartment you are looking at does not include parking, how easy is it to park on the street?
- Is there a laundromat close by if your apartment does not include laundry facilities?

Public transportation in Philadelphia

If you do not have a car, do not worry. Philadelphia is well equipped with SEPTA (Southeastern Pennsylvania Transportation Authority) lines connecting virtually every part of the city and the surrounding suburbs. SEPTA's high-speed subways, buses, trolleys, and regional trains will very likely take you wherever you need to go. If you would like Septa maps or information about mass transit in Philadelphia, visit www.septa.org.

Considering using a broker

Once you have a basic idea of the neighborhood(s) you want to live in, you should decide whether or not you want to use a real estate broker. A broker is a person who does most (or all) of the apartment hunting for you. Not for free, of course. Brokers' fees vary, but are usually some percentage of one year's rent.

Using a broker has several advantages. Mainly, brokers will do your legwork, find apartments, and make appointments to fit your schedule. A broker would probably be invaluable to an individual who is unable to take time off from work, school or someone who lives out of town. Brokers also tend to have a wide selection of apartments not available to the general public.

If you do decide to use a broker, there are several ways to find one. Many brokers advertise in the newspapers or in online classified ads; you can also find brokers in the Yellow Pages.

Using a broker can save you a lot of headaches since they do everything for you, but if you cannot afford one, do not despair. Most Philadelphian apartment-hunters have found homes the old-fashioned way: looking on their own.

Find an apartment for yourself using these techniques

Employer or school

You may want to begin your search by asking your employer if the company has any real estate services; some large companies hold apartments for employees or have very good contacts in the rental market. Similarly, if you have any school affiliations (alumni

or current), contact your school and inquire as to whether the school has any apartment bulletin boards or online listings. These housing openings are often more affordable and safer than something you could find on your own, and many are only open to people affiliated with the university.

Online

Online listings are particularly good for learning about the "flavor" of the Philadelphia apartment market; go online and get a sense of prices and what you get for them. Online apartment listings are also useful because you can get tons of information about the place without leaving the comforts of your robe; you can even see the floor plans or pictures if you are lucky. They provide regularly updated listings of apartments available for rent in various neighborhoods based on options you select.

Newspapers and magazines

Newspapers and magazines are great sources for apartment listings. A few to try are:

Apartment Guide: A monthly publication of apartment listings that caters to large complexes. Great if you are looking for an upscale place to live, but not that helpful if you are on a tight budget. These chunky little books are available for free and can be found in many stores and on numerous street corners.

Philadelphia Weekly: A free weekly paper with the most comprehensive list of rental agencies and apartments in its classified section. You can pick it up on most busy street corners and in most convenience/grocery stores.

City Paper: Free like the Philadelphia Weekly, the City Paper also publishes tons of apartment listings, although most listings are for the Center City, Manayunk, and Chestnut Hill areas.

The Philadelphia Inquirer & Daily News: These two widely read newspapers host a wide variety of apartment listings all over the city and surrounding suburbs. You do have to dish out some change for them though.

The Northeast Times & News Gleaner: Both of these papers' classified sections feature a comprehensive list of apartment listings for Northeast Philadelphia.

The Daily Pennsylvanian: The University of Pennsylvania's free daily newspaper lists apartments and houses for rent in and around the Center City/University City/West Philadelphia areas. It is ideal for students looking for housing or sublets, particularly during the summer.

In addition, there are many smaller free papers geared to specific neighborhoods, such as The Harrowgate Guide, that provide apartment listings in those areas. To find one, visit a neighborhood you would like to live in and see if copies are available.

Neighborhood bulletin boards and postings

If you do decide to visit a neighborhood for rental leads (and you should), be on the lookout for flyers and other signs advertising apartments for rent. Mom and pop grocery stores, telephone poles, and "for rent" signs in windows often lead to great places that would otherwise be overlooked. Also, do not forget about postings in churches, local

recreation centers, gyms, transit stops, and corner cheesesteak joints (with one on every other street corner in Philly, you are bound to find something).

Visit potential apartments

Once you've found a lead that sounds promising, call right away to schedule an appointment (if you wait, you run the risk of hearing something like "Oh, someone just took the apartment."). So be diligent and make the call ASAP. If you reach an answering machine, leave a clear, concise message; say that you are calling about the apartment that was listed in X publication. Give your name and telephone number, and ask the person to call you back at his/her earliest convenience to schedule an appointment to see the apartment. Follow up with another (polite) call in 24 hours if you do not get a call back. There are times when apartment renters are swamped, and won't return your call, but if you catch them while they are around, you can usually turn on the charm and get yourself an appointment.

If you are able to schedule an appointment, it is critical that you make a good first impression. Dress neatly, brush your teeth, etc. -- in other words, act like a responsible and pleasant individual. Also ask intelligent questions; it will make you look responsible while allowing you to learn information that could affect your decision about renting the apartment.

Know your rights before you sign

Once you have found an apartment, make sure you know your rights and responsibilities as a tenant. Make sure you receive a written lease. If the landlord has made you any promises, make sure you get them in writing. If it is in black and white, you have more options to address your concerns. Make sure the following are correctly recorded on the lease:

- All names and addresses
- Dates of occupancy
- Rent amount
- Details about the security deposit
- Parking spot specifications (if you get one)
- Special details not already included on the lease

What Is Renters Insurance?

Renters' Insurance is protection for you and your belongings against various forms of disasters. While you may be undecided as to whether to purchase Renters' Insurance, it only takes one instance for you to realize the value of such protection.

If you rent an apartment or live in a condominium, your landlord's or condo association's insurance should cover damages to the building structure itself. That means only the building is covered, not your belongings! That is where renters' insurance comes in.

Whether you live in an apartment, condominium or home, replacing your belongings or defending yourself against a liability claim can take a toll on your personal finances. Both Renters' Insurance (HO-4*) and Insurance for Condo Owners (HO-6*) policies cover losses to your personal property from 17 types of disasters (or perils):

- Aircraft
- Damage by glass or safety-glazing material that is part of a building . Explosion
- Electrical Surge Damage
- Falling Objects
- Fire or Lightning
- Riot or Civil Commotion
- Smoke
- Theft
- Water-related damage from home utilities
- Weight of ice, snow, or sleet
- Windstorm or hail
- Vandalism or malicious mischief
- Vehicles
- Volcanic Eruption

⇒ *Basic home insurance policies are generally known by their number: HO-4 for Renters & HO-6 for Condo Owners.*

Earthquakes and floods are not included in the list of covered disasters/perils. If you live in an area prone to one or both of these disasters, you will need to buy a separate policy or a rider on your renter's policy.

Several reputable companies provide Renters' Insurance policies. You should check with friends and family that may have insurance already on apartments or homes or consult the Yellow Pages to determine a company and policy that is right for you.

Security Deposits

What is a security deposit?

A security deposit is an amount of money retained by the landlord and held in escrow for the duration of the lease term. It is used for any damages done to the property during the tenant's occupancy. A tenant cannot use the security deposit as rent payment. A security deposit differs from a deposit given before lease signing to remove the property off the market. Such a deposit, often as much as a one-month rent, is, in many cases, non-refundable, if the tenant changes his/her mind about renting and the landlord does not rent the apartment at its availability date. Once the lease is signed, the initial deposit is kept as security deposit.

According to the *Pennsylvania Security Deposit Law*, a landlord can charge an amount up to or equal to two months' rent as security deposit in the first year of a lease. After the first year, the landlord can only hold a security deposit equal to one month's rent and must return to the tenant the amount exceeding one-month rent. While law regulates the security deposit, the way the rent is paid is not. That is how many landlords get around the requirements of the Security Deposit Law. By designating one month of pre-paid rent as last month rent they can have the tenant continue to pre-pay the last month rent in the second and subsequent years of a lease. While some courts may consider this as a disguised security deposit, others will enforce the terms of the lease regarding the payment of rent.

At the beginning of the third year the deposit must be placed in an interest-bearing escrow account. At the end of the third year and every year thereafter, the landlord must remit the interest to the tenant. He/she can, however, deduct 1% of the total interest for administrative costs. The law does not establish any required amount of interest. It only provides that the security deposit must be placed in an interest-bearing account.

If the rent goes up the landlord can ask the tenant to make up the difference between the current rent and the amount of the deposit. After five years of living on the premises, the landlord may not increase the amount of the deposit.

How to Protect the Security Deposit

Inspect the premises upon move in, make a list documenting the condition of the apartment. Use a checklist similar to the University's form or create your own (include holes, or marks on the wall, damage to floors and windows, any marred or broken appliances that came with the property). If possible, have the landlord inspect the property with you. If not, sign the list, mail it certified to the landlord, keeping a copy for you. This will ensure that you will not be charged for damage from the previous tenants.

Before you move out, perform a similar inspection of the premises and draw up a similar list. Make sure you clean the apartment even if you did not find it clean when you moved in. The initial list and the final list should differ only in terms of "normal wear and tear". You are responsible for damages done through misuse, abuse and negligence

Make sure you have given proper notice of termination and provided the landlord with *written notification of your forwarding address*. Use certified mail. If the landlord does not have your forwarding address, he/she is not required to return deposit. Proof that you

have provided the landlord with your forwarding address is very important if you plan to use legal recourse to recover any wrongfully withheld funds.

How to Get the Security Deposit Back

The landlord has 30 days to return the security deposit to you after the termination of the lease. If the security deposit is not returned in full, because of claimed damages to the property, cleaning fees, unpaid rent or other charges, the landlord must supply you with an itemized list of the deductions and the remainder of the deposit, if any.

Remember, you are responsible for leaving the apartment clean even if you did not find it so at the beginning of the term. You are responsible for damages done through misuse, abuse and negligence. It is very important to document items you feel the landlord may make you responsible for. Take pictures, use a video camera. Do not leave your furniture in the apartment, unless the landlord agreed to that in writing. Do not leave trash bags in the apartment, either. Ask the landlord for clear instructions of how to dispose of trash, if such instructions are not provided in the lease.

If the landlord does not communicate with you in writing within the 30-day period required by law, he/she forfeits the right to withhold any money for damages or cleaning. He/she still can withhold for back rent and/or unpaid utility bills. If the landlord does communicate with you within the indicated timeframe but you do not agree to the list of damages or with the amount of money he/she is withholding, write a letter to your landlord, mail it certified, return receipt requested, contesting the charges and requesting immediate return of the money withheld.

If you get no response, you can take your landlord to the Small Claims Court. In case there was no communication in writing within the 30-day period you can sue for up to two times the amount of the deposit. If you get a date in Court, you must be present, otherwise you lose your case.

Subletting & Reassigning the Lease

Subletting

Subletting is a way of getting out of a lease or of recovering some of the rental money when you get into a one-year lease but need to leave for a time. A lot of students sublet their apartments in summer. When things go well, subletting is a good way of temporarily transferring the obligations of a lease. However, when things go wrong, subletting can become a problem for the original tenant, for the sublessee, or for both.

Here are some facts about subletting, which may prove helpful in avoiding unforeseen and unpleasant circumstances:

When signing a lease, make sure that your lease permits subletting. Most leases allow subletting but they require additional written consent by the property owner/manager. Consent cannot be unreasonably denied. Denial can only be based on financial assessment of potential subtenant, not on discriminatory factors. The landlord can charge a subletting fee. Check your lease to see if such a fee exists.

Be aware that the original tenant is still bound to the terms of the lease, should the sublessee fail to fulfill any of the obligations of the lease. By the same token, the sublessee's obligation is to fulfill all the terms of the original lease. The subletter and the sublessee should both read and understand the terms of the original lease. This is the surest way to avoid problems that can arise later.

Use a subletting contract. Do not rely on a verbal agreement. Sometimes the landlord may provide you with the sublet lease agreement. Try to get as much rent up front and, if possible, a security deposit to cover possible damages.

Inspect the premises carefully and document in writing the condition of the apartment, both when the sublessee takes over the premises and, if possible, at the end.

Make sure the utility accounts and the telephone account do not remain in your name. If this is not possible, make some arrangements for advance payment or any other agreement fair to both parties.

If in an apartment/house share situation, be aware that you are jointly and severally responsible for the total rental payment. If one original tenant found a subletter but the other did not, both original tenants are still responsible for the total amount of rent.

Tenant's Rights

A tenant has certain basic rights, whether written into the lease or not. The Landlord Tenant Act of 1951 outlines these basic tenant's rights. Since 1951 there have been certain amendments to the law, such as the "Warranty of Habitability" (1978) and the Philadelphia City Council Ordinance of 1987, making it illegal for a landlord to lock a tenant out, shut off utilities, or harass with the intention of evicting without due process.

In July 1994 the "Plain Language Contract Act" was enacted. According to this act all residential leases after this date must be written, organized, and designed so that they are easy to read and understand by consumers. As a result, widely used leases such as #42, #50, L-1A, L-1G can no longer be used unless revised for compliance. However, a lease that is easy to understand is not necessarily a fair lease. Certain leases still contain unfair, illegal clauses or ask tenants to waive important rights. Commercially available Lease 78, part 1 and 2, and The Penn Consumers Board Lease are fair leases. Lease L-R 1996/97, now widely used, has certain clauses that are unfair and you should try to override them. Since 1995 all leases for properties built prior to 1978 must contain a "Lead Paint Disclosure" clause.

Basic Rights (Tenants have the right to:)

- ❑ Fair Housing, freedom from discrimination because of membership in a protected class (in the state of Pennsylvania, the protected classes are: race, color, national origin, gender, familial status, disability, creed, ancestry or age - over 40)
- ❑ A clean, safe place to live, in compliance with the warranty of habitability. This includes:
 - structurally sound building
 - waterproof roofs, ceilings and walls
 - walls and woodwork properly painted (no peeling-off paint)
 - adequate heat in winter
 - hot and cold running water
 - bathroom equipment and drains that work properly
 - functioning stove
 - doors that lock properly
 - windows that work and can be locked
 - apartment/house free from infestation with roaches and/or rodents
 - a building with smoke detectors, fire extinguishers and fire escapes
- ❑ Repairs made promptly and properly by property owner/manager
- ❑ Enforce the right to habitable premises by using legal remedies such as repair and deduct, rent reduction, rent withholding, or move out of uninhabitable premises with the right to recover all prepaid rent and deposits
- ⇒ Note: Consult with a housing counselor or your attorney before using any of the above remedies.
- ❑ Privacy and protection from intrusion and harassment from the landlord
- ❑ Quietly enjoy full possession and use of the premises
- ❑ Make complaints to governmental authorities about violation of rights without retaliation

- ❑ Move out when necessity arises, for any number of legitimate reasons and have the landlord make a diligent effort to mitigate damages

⇒ Note: The tenant continues to be responsible for rent until a new tenant is found.

Basic Rights Continued:

- ❑ Prompt return of all deposits and interest due
- ❑ Property seizures, lock-outs or evictions only in accordance with established legal procedures and with proper advance notice
- ❑ Recover damages for violation of rights
- ❑ A lease that guarantees these rights in writing

Older leases contained such illegal clauses as distraint (the landlord has the right to enter apartment, seize tenant's property and sell it if tenant fails to pay rent) and disclaimer of liability for negligence. The language used was full of confusing legal jargon so it was difficult to understand that the lease violated important tenant's rights. The disclaimer of liability for landlord's negligence is still part of many leases currently used.

The confession of judgment clause was also formulated in the same "legalese" and by signing a lease containing such a clause tenants were giving power of attorney to their landlord/property manager/realtor, who could represent them in court. After 1994, such clauses, should they appear in leases, will have to be formulated in language easy to understand so a tenant no longer needs a translation of such clauses.

Waivable Rights

Some leases may ask lessees to waive their right to notice or to reduce it to five days. The law requires 10 days of notice for non-payment of rent and 15 days for other violations of lease terms. Make sure you understand that the right to notice in case of non-payment of rent or other violations of the lease term is a waivable right.

Another waivable right is the right to continue a lease when the property has been sold. Some leases ask the lessee to agree that in case there is a foreclosure sale, the new owner has the right to terminate lease.

⇒ Note: Read and understand your lease before signing. Negotiate additional terms and write them into the lease. Always get a copy of any document that you sign.

Once you have signed the lease you have committed yourself to all its terms, even if some of them may be unfair to you. Only illegal clauses, if any, will not apply.

Leases can be negotiated; however, the best time to negotiate is before signing. Clauses can be crossed out if both parties agree. Both parties must initial any deletions in order to be valid. If additions are to be made, some leases provide space for "special clauses". Additional agreements can also be attached in Riders. Remember: the agreement in the rider supersedes any clause with the same content in the main body of the lease. If the lease you must sign has a rider, read it carefully, and make sure you agree to those terms. Landlord riders sometimes contain clauses that invalidate certain favorable terms outlined in the main lease (e.g. subletting, repairs, penalties for late payment and others).

