

## **INTRODUCTION**

This guide is intended to provide you, the students, with basic information as you search to rent an off-campus apartment. This information can be helpful but in the end, the decision to move off campus and to choose a specific apartment is yours. We have addressed various concerns that arise when renting housing: everything from location, to the lease, to garbage pick-up. There are many issues to be considered when moving off campus.

The information provided in this guide is to assist you in searching for an apartment. It is not legal advice. Legal advice should be sought from a lawyer. This guide is for informational purposes only. Because information is obtained from many outside sources, King's College does not accept or assume responsibility for the accuracy of the material contained herein.

The College reserves the right to alter and/or modify the contents of this publication, including but not limited to the College's rules, regulations, services and policies.

King's College is committed to equal opportunity in the admission of students, the administration of its educational programs and activities, and for employees and applicants for employment without discrimination based on race, national or ethnic origin, religion, gender, marital status, sexual orientation, age or disability in accordance with applicable laws.

## ON-CAMPUS AND OFF-CAMPUS LIVING

There are advantages to living on and off campus. You should consider these differences when making your decision as to where to live.

	<b>College Apartments</b>	<b>Residence Halls</b>	<b>Off Campus Apartments</b>
<b>Rent</b>	Paid by semester	Paid by semester	Usually paid monthly
<b>Food</b>	8 meal plans, King's Cash and/or cook on your own	4 meal plans and King's Cash	8 meal plans, King's Cash or cook on your own
<b>Linen Service</b>	None	Provided	None
<b>Deposit</b>	\$200.00	\$200.00	Usually at least one month rent
<b>Security</b>	College Security and entry systems	College Security and desk personnel	Usually none
<b>Escort Service</b>	King's Security on campus	King's Security on campus	None
<b>Visitation</b>	By apartment	Limited	24 hour
<b>Rules Enforcement</b>	Residence Life staff	Residence Life staff	Wilkes-Barre Police
<b>Quiet Hours</b>	8 p.m. to 10 a.m., weekdays, 2 a.m. to noon on weekends. 24 hours courtesy	8 p.m. to 10 a.m., weekdays, 2 a.m. to noon on weekends. 24 hours courtesy	None
<b>Transportation to hospital</b>	Provided by taxi	Provided by taxi	On your own
<b>Roommate Problems</b>	Mediation by Residence Life staff	Mediation or room change	You signed a lease with the person
<b>Lease breakage</b>	Cancellation penalty, loss of deposit plus 30% of contract, according to contract timeline	Cancellation penalty- according to contract timeline	Remainder of lease
<b>Utilities</b>	Included	Included	Usually pay by the month, arrange yourself, split bill among roommates
<b>Telephone (local), Internet Service and TV Cable</b>	Included	Included	Usually pay by the month, arrange yourself, split bill among roommates
<b>Laundry facilities</b>	Provided	Provided	Sometimes provided

\* Obtain rental apartment inspections in accordance with city ordinance.

of cooking in their apartments. When planning your budget, don't try to cut your expenses on food costs.

**Meal Plans.** The College offers meal plans for off-campus students. About 40% of our off campus students enroll in a meal plan or King's Cash Program. For information on meal plans and King's Cash contact the Office of Residence Life, Sheehy- Farmer Campus Center, 570-208-5856.

## KING'S CASH

King's Cash is the convenient way to purchase meals on campus!

- Pre-paid declining balance card that's used just like cash at Connerton's Cafe, Marketplace and the Susquehanna Room.
- More convenient than cash, and includes a 10% discount given at the register on every King's Cash purchase at dining service locations.

To open an account, students deposit funds to use from their account. Deposits are made through the Business Office. A 10% deposit is offered on all King's Cash purchases made in any of the College food service locations. Please see the brochure on the King's Cash program available from the Dining Service Office or Office of Residence Life for details concerning the program.

**IMPORTANT - All meal plans must be arranged through the Office of Residence Life. The Business Office, Bursar, Students Accounts, Dining Service and other offices can not make any changes to a student's meal plan or billing. King's Cash deposits are made at the Business Office only.**

live off campus may use the Health Center by paying per visit. To sign up for the semester, contact the Student Health Center at 208-5852.

**Health Insurance Information:** King's College requires that resident students, international students and student athletes have medical insurance: **For all other students, health insurance is strongly recommended.**

King's College provides a health insurance plan at a reasonable cost designed especially for those full-time undergraduate students who have no other form of health insurance. If you would like to receive a brochure with more information on the health insurance, please contact the Student Health Center at 208-5852.

**Local physician:** A listing of local doctors is available in the Yellow Pages of the telephone book. Obtaining a local physician is advisable if you have a recurring health concern that requires ongoing treatment.

**Kirby Health Center:** This center is located a block from the College and provides basic medical services.

**Wilkes-Barre General Hospital:** General Hospital is the closest hospital to the campus. The Emergency Room is operated 24-hours a day.

## LOCAL EMERGENCIES

As an off-campus student you are obligated to be responsible for your own well-being during any type of emergency.

If your off-campus apartment building, for example, is condemned or the city is evacuated by the threat of flooding, it is your responsibility to listen to local news reports and to keep informed regarding the emergency and your options to find shelter.

The College will assist students both on and off campus in emergencies. It is essential that you stay informed. The College does not have the means by which to communicate individually with over 250 off-campus students. In case of an emergency affecting your housing, please come to campus to report it. (In emergencies, the switchboard can be difficult to contact due to the volume of calls.) Typically, the College places postings in the Sheehy-Farmer Campus Center, Holy Cross Hall Lobby and/or Esseff Hall Lobby informing students of current information.

## MEAL OPTIONS

**Cooking.** Are you going to cook for yourself? Are you and your roommates going to share meals? Who is responsible for shopping, preparing meals, and cleaning the kitchen after each meal? Many students, when moving off campus, believe they will save money by going off the board plan. Often students find that eating off campus is more expensive, because they go out for meals instead

## OFF-CAMPUS RESPONSIBILITIES

You have decided to move off campus and free yourself from the rules of the College, right? Wrong! Moving off campus does not remove you from being a responsible member of the King's College community. As long as you're a member of the College community as an enrolled student, you have the obligation to act in a responsible manner regardless of whether the behavior occurs on or off campus. Moving across the street does not give you permission to behave in an irresponsible manner.

These responsibilities are printed in the Student Handbook. (It is your obligation to obtain a copy from the Associate Vice President for Student Affairs/Dean of Students Office). Basically, the College states that it will involve itself in off-campus incidents when the incident involves alcohol, damage to property, or other serious offenses. The College responds to complaints received by neighbors, landlords, and the local police department. The Associate Vice President for Student Affairs/Dean of Students Office decides which cases will be handled through a disciplinary process. All cases involving citations for alcohol are referred for disciplinary action.

Some students believe that moving off campus allows them to act less responsible than when they lived in the residence halls. If anything, students are required to become more responsible for not only their behavior, but managing their own money, living with several roommates, and dealing with some of the inconveniences brought on by not having a maintenance staff, housekeeping, or residence life staff to quiet noisy neighbors and to maintain a positive living environment.

## STATEMENT ON OFF-CAMPUS BEHAVIOR AND RESPONSIBILITY

Students at King's College are members of both the College community and the community of Wilkes-Barre. All members of the College community are obliged to adhere to the policies and regulations of the College and the laws of the Commonwealth and local jurisdictions. The College holds students accountable to a higher standard of behavior than what is minimally expected by public law.

The College's policy is to hold students responsible for behavior off campus. The behavior of students, both positive and negative, reflects upon the College through public officials and the public. The College will take disciplinary action on complaints received concerning off-campus student behavior from the police, neighbors, landlords, other students, faculty, staff, and the public. Students whose behavior off campus is contrary to public law and/or college regulations and policies will be subject to disciplinary sanctions.

All students are to be aware of the following:

- The College will discipline students for incidents that occur off campus.
- The decision of the College and magistrate/courts is independent and mutually exclusive.
- The College will discipline students in all cases where a citation or arrest takes place.
- The College will not delay issuing a decision in a case because of a pending case before the magistrate or courts.
- Students are responsible for the behavior of their guests on and off campus and for any behavior that occurs in their residence.

**Off-Campus Residents' Responsibility for Behavior in their Apartments/Houses:** Students living off campus are responsible for the behavior that occurs in their apartments or house by themselves, guests, or visitors. If a complaint about an individual is received by the College and that individual cannot be identified, the residents of the dwelling will be held accountable and will be issued disciplinary sanctions. Such behavior in which the resident will be held responsible are, for example: dropping items or liquid from windows, shouting obscenities or abusive language from a dwelling, underage consumption or possession of alcohol, excessive noise, and discharging fireworks or causing a fire hazard. If the guest, visitor, or unidentified individual is acting inappropriately, the resident will be held accountable.

Off-campus students must be responsible neighbors in the community. Students

Students who observe or are a victim of a hate crime are to report any incidents to the College Security and Safety Office at 208-5926 or 208-5900. A hate crime is an incident where the motivation in part or solely is based upon the victims racial identity, ethnicity, national origin, gender, religion, disability or sexual orientation. It is contrary to the mission of King's College to tolerate any action of intimidation, prejudice or discrimination against another person. In accordance with the Higher Education Amendments of 1998, all hate crime incidents are reported on the College's annual crime statistics report.

Students who are victims of all crimes off campus are strongly encouraged to report the incident to the Wilkes-Barre Police at 911 in a timely fashion and notify the College Security and Safety Office at 208-5926 or 208-5900.

## WILKES-BARRE ORDINANCES

**Noise:** Wilkes-Barre has a noise ordinance which states: "It shall be unlawful for any person to make, continue or cause to be made or continued any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others, within the city." (Municipal Code, Chapter 17, Article 1)

In general, noise that is plainly audible at a distance of fifty feet from the building, structure, or vehicle, between the hours of 11:00 p.m. to 7:00 a.m. is prohibited.

**Unrelated residents sharing a dwelling:** No more than four unrelated persons may share a dwelling (apartment, duplex, or house) if there is only one bathroom.

For specific information on city ordinances, please contact the City of Wilkes-Barre or the local magistrate's office.

**Parking:** In many neighborhood areas of the city, there is permit parking for property owners. Often renters are not eligible to obtain permits for on street parking. Students who violate the permit parking law or meters should expect to be ticketed and towed.

**Garbage:** Apartments and houses that have city garbage service, which is all apartments except larger apartment units where the landlord may provide a dumpster, are required to use the blue city garbage bags that you must purchase at local stores. Other garbage bags will not be accepted, the violators will be fined by the city.

## HEALTH SERVICES

**Student Health Center:** services are available to all students. Students who

- **Do not buy merchandise** from people who are offering you a deal that sounds too good to be true. The deal will often backfire on you.
- When you plan to return to the apartment after dark, **leave a light on**. Use light timers during break periods.
- **Vary the hours you leave and return** to your residence. A thief planning a break-in might watch in advance to see if there is a pattern when no one is at home.
- Always secure your **bicycle** properly.
- **Post emergency numbers** next to the telephone or in a visible place so that you will always know where they are.
- **Do not carry large amounts of cash**. Also, do not keep large amounts of money in your dwelling.
- Use the **automatic teller (ATM)** near Esseff Hall. Avoid using the ATM machines on Public Square late at night.

## WHEN A CRIME TAKES PLACE

Report all incidents of crime to the Wilkes-Barre Police Department. The police need to know if crimes are occurring in a specific section of the city. By reporting a crime you may be helping to prevent its repeated occurrence.

**Theft, burglary and non-victim crimes:** Report the crime as soon as it is detected. Be able to tell the police the last time you saw the item, its model and make, serial number, and any engraved safety number.

**Physical assault, sexual assault, rape and other violent crimes:** Call the police immediately. If someone is seriously injured, the local ambulance should also be called. In the case of a sexual assault or rape, the victim should not wash and should go to the Emergency Room at Wilkes-Barre General Hospital. Try to give the police as much information as possible. In the case of sexual assault and rape, the victim is not required to talk with the police or file a complaint. In most cases of violent crimes, the Victims Resource Center will assist the victim both with counseling and support through any legal action the victim may choose to pursue.

**Reporting Crime and Hate Incidents:** Students are to report all incidents of crime on campus to the King's College security office by contacting the office at 208-5926 or through the College switchboard at 208-5900. Students who are victims of crime may file reports with the Wilkes-Barre Police at 911 and file complaints through the district magistrate's office located at 20 North Pennsylvania Avenue, telephone 825-8488. In accordance with Commonwealth Law, the College can not file police reports or complaints with the magistrate's office on behalf of other individuals including students.

must respect the rights of others, including neighbors, faculty, staff, and other students, to live in an environment without being infringed upon by the inappropriate behavior of others.

**Arrest or Citations:** If a citation is used at an off campus house owned, rented or leased by King's College students, the tenants of the dwelling will be suspended from the College for not less than one full semester. The tenants, whether present or not at the time of the incident when the citation is issued, are responsible for behavior that takes place in their dwelling. Students who are not tenants of the dwelling who are issued a citation will receive a sanction of not less than disciplinary probation for one semester, notification of parent/guardian and \$100.00 fine. Student conduct cases that are referred, as a result of off campus incidents or citations will be heard through the informal disciplinary process or by an administrative hearing of the College judicial process.

**Nuisance Housing:** Any off campus dwelling deemed as a nuisance (which is defined as two or more complaints by the police or neighbors) will result in the student being required to move from the dwelling, or they can not remain a student at the College. All costs incurred by the student, due to the decision to move or not to move and to being dismissed from the College, are the responsibility of the student.

**Street and Traffic Signs:** Students on and off campus are not permitted to possess any street, traffic or construction signs. Students who violate this policy will be referred for disciplinary action and to the local authorities.

**Students Held at Police Station:** The College will not pick-up students from the police station if they are under the influence of alcohol or other drugs or acting in a disorderly manner. Students will need to contact an appropriate person as determined by the police to sign them out. Students who do not find a person to sign them out from the police station will be detained until they are released by the police.

**Contact Information:** Off campus students are required to provide their name, those of their roommates, off campus address, off campus telephone number, landlord's name, and telephone numbers to the school by August 15 and December 15. Students who fail to provide this information will be fined \$75.00, and a hold will be placed on their registration, records and semester class schedule.

**Neighborhood Environment:** Close to King's College are quiet traditional family neighborhoods with long-time residents and well-kept properties. (For example, the 200-400 blocks north of N. Main St., including N. Washington and Madison streets.) Students are discouraged from living here if their lifestyle is not consistent with the neighbors; those who do must work to maintain the quiet family orientation.

## WHO CAN LIVE OFF CAMPUS?

*Q: Can any student move off campus?*

A: No. First-year and sophomore students must live in a college-owned residence hall or commute from the home of their parents or a relative who is not a student. A commuter student is defined as a student who resides in the permanent home of their parents or legal guardian, or in the home of a close relative (who is not a student) who commutes to classes each day. A commuter may not reside more than driving forty-five miles from home to the campus. Students must have achieved the class rank of junior, which is defined as having completed 60 semester hours or have been enrolled at the college for four fall or spring semesters. This policy applies to all students, including transfer students.

Junior (earned 60 credit hours or more) and seniors may reside on or off campus. To move from on campus or commuting to off campus, the junior or senior completes a form at the Office of Residence Life. Students are not to sign any lease until they submit the form to the Office of Residence Life. The Residence Life staff, after they confirm the class status of a student, will approve the change in status.

*Q: Can a sophomore be exempt from the requirement to live on campus?*

A: No, there are no exceptions for first year or sophomore students under the age of 21 and unmarried. Students who fail to follow this process will be billed for room and board. This policy applies to all unmarried students under the age of twenty-one, including transfer students.

*Q: Do I need to notify anyone that I am moving off campus?*

A: Yes, all students moving off campus must complete an off-campus form which can be obtained at the Office of Residence Life. The form notifies the College of your new address. Failure to submit this material will result in the forfeit of your housing deposit. You are required to notify the Registrar's Office of your off campus address and telephone number.

*Q: Can I cancel my housing contract to move off campus?*

A: Yes, but there is a penalty. Juniors or seniors who sign a housing contract may cancel their housing contract to move off-campus, but a penalty must be paid. From the time you sign your housing contract in the spring until July 1, you may cancel your housing contract and pay a \$200 penalty. From July 1 until the first day of classes the contract may be cancelled by paying \$200 plus 15% of the total room fee for the academic year. **Beginning on the first day of classes, contracts for**

## SAFETY AND SECURITY INFORMATION

Off-campus housing and property is not patrolled by King's College security office. College security is prohibited from entering property not owned or leased by the College.

You need to plan to provide for your own security and safety as an off-campus student. The following are some items to consider:

- It is your responsibility to make sure your apartment has working **smoke detectors**. There should be a minimum of two smoke detectors in each apartment, one of which should be located in the hallway outside of the bedrooms. If there are smoke detectors in the apartment or house when you move in, immediately replace the batteries (if not electrical operated). Batteries must be replaced once a year.
- Install a **carbon monoxide detector** in your apartment.
- Each apartment should have at least one **dry chemical fire extinguisher**. You can not use water or soda fire extinguishers on grease or electrical units. There should be at least one fire extinguisher in the kitchen and one somewhere else in the apartment.
- It is unlawful in the city of Wilkes-Barre and other jurisdictions to use **padlocks** to secure bedroom doors. These locks can cause an individual to become trapped in a room in an emergency. If the door has a glass panel, require the landlord to install dead-bolt locks. Make sure there are locks on the windows.
- **Door hinges** should be on the inside of the apartment or house. Hinges on the outside can be removed and entry gained to the dwelling.
- **Whenever leaving your home, lock the doors and windows**, even if you are only going to be gone a minute.
- **If your residence is broken into or burglarized do not enter** and, do not touch anything, call the Wilkes-Barre Police first and wait for them to arrive.
- **When going on semester break** call the Wilkes-Barre Police to check your residence while you are away. Have mail that is delivered to you held at the local post office and newspaper deliveries stopped during break periods.
- Copy **serial numbers** of all valuables, especially TV's, stereos, computers and electronic equipment so they can be identified if stolen.
- **When going on semester break and vacations**, secure your valuables by taking them with you or storing them in a friends home who will be present during the break time.

Start to make a list of what items you will need for your apartment. During the summer you might be able to pick up most of your supplies, such as dishes, cooking materials, etc., at sale prices.

Work out a move-in date with your apartment mates. The apartment will need to be cleaned regardless of how well the management has prepared it for your arrival.

Bring cleaning supplies with you to clean the apartment. Bathroom and kitchen supplies will be the most important.

Keep a list of needed repairs to turn in to the landlord. Call the landlord if a major repair is required, such as lack of hot water or a broken refrigerator.

Determine if your parents' home owner's insurance covers your off-campus apartment. Do you need to purchase renter's insurance? You should have insurance for fire and theft. Landlords do not cover your personal belongings for theft, fire, or other damages.

## EVICTION

**Can I be evicted?** Yes, you can be evicted if (1) you violate a term of the lease, and/or (2) the term of the lease has expired and you do not have a new lease, and/or (3) the lease includes a clause permitting the landlord to evict you prior to its expiration.

**Must I pay rent if I am being evicted?** In general, anytime you are residing in the apartment, you must pay rent.

**What is the legal process for eviction?** If you do not vacate the apartment by the eviction date given to you by the landlord, they may file a complaint with the local magistrate. The magistrate will set a hearing date and notify both parties of the date and place. At the hearing you and your landlord may present evidence and witnesses. You may have an attorney represent you. The magistrate will decide if you are evicted and if you owe any rent or damages to the landlord. If you do not appear at the hearing, a decision is issued in your absence.

**Can I file a claim against the landlord?** Yes, but you should file the claim prior to the eviction hearing. Both claims will be heard at the same hearing.

**Can I appeal the decision?** Yes, both you and the landlord can appeal the decision within thirty days to the common pleas court. If the appeal is to contest the eviction, a bond may be required to be posted.

For more information on landlord-tenant laws, please contact an attorney or the local magistrate's office.

**housing and board cannot be cancelled.** Juniors and seniors may cancel their housing contracts for the spring (second) semester by November 19 by completing the appropriate form and procedure in the Office of Residence Life. A cancellation penalty of 15% of the semester room rate plus \$200 will be assessed. Contracts may not be cancelled as of the first day of class of the semester.

The penalty for canceling a contract for a college-operated student apartment prior to the first day of classes for the fall semester is 30% of the total annual apartment rent per student. Cancellation after the start of the academic year will result in assessment for the entire academic year. The College reserves the right to fill any vacancy.

## GETTING STARTED

**With whom are you going to live?** How many people will be living in your apartment? Before you can seriously look for an apartment, you must consider how many people will be living in the apartment. Will you share bedrooms or will each person have a single room?

The following are some issues that should be addressed by individuals considering living together.

- *Standard of cleanliness.* What does each roommate expect as far as how clean the apartment will be?
- *Food.* Are you going to cook for yourself, eat on a meal plan, or cook as a group? How will you buy and share food?
- *Habits and preferences.* What type of music and TV does each roommate like? What time do people go to bed? When are parties going to be held? Will parties be open or for invited persons only? How about rules regarding overnight guests?
- *Emotional level.* How moody are your roommates?
- *Borrowing.* How do roommates feel about borrowing things?
- *Finances.* Can everyone afford an apartment and budget their money to pay the expenses?
- *Academics.* Where do people intend to study? Are roommates willing to be quiet when someone is studying?
- *Other issues.* If an apartment mate is an athlete are the other apartment mates willing to be quiet so they can sleep the night before a game?

**In what area of town do we want to live?** Do you want to be within walking distance of the College? Do you have a car? Owning a car opens up the options

you have when looking for an apartment. Are there any geographic restrictions as to where you want to live? Consider that when you live far away from campus, it is less likely that you will be involved in campus activities.

**How much can I (and/or my parents) afford to pay?** You need to develop a basic figure of what you can afford to pay for living expenses. Living expenses account for more than just rent.

**Have I talked with my parents?** Even though you are legally an adult, realistically, most students depend upon their parents for both financial and emotional support. Do your parents know you have considered living off campus? It would be a big mistake to wait to tell them after you have signed the lease.

## WHERE DO I FIND APARTMENTS FOR RENT IN THE AREA?

**Word of mouth.** This is the most popular way to find good apartments in the area. If you like someone's apartment, try to find out how you can rent it for the following year, assuming they will be graduating or moving, or ask about renting in their building.

**Newspapers.** Several local newspapers list apartments that are available. These resources are often necessary for those who start late to look for an apartment.

**Realtors.** Several local Realtors rent apartments in this area. By contacting them, they can tell you if they have any properties available.

**Residence Life Office.** This listing is in a binder in the Residence Life Office. Some local landlords notify the office when they have vacancies.

## TENANTS' RIGHTS AND RESPONSIBILITIES

*The tenant has a right to:*

- Rent property without discrimination.
- Enjoy a facility that is dry, clean, warm, and equal to the standards of the Housing Bureau in the City of Wilkes-Barre.
- Expect privacy from unwarranted landlord intrusions.
- Obtain a receipt for rent and deposits paid to the landlord.
- Obtain a copy of the lease for each tenant from the landlord together with any rules and regulations.
- Receive full refund of the damage deposit within thirty days (or other time limit established in the lease) of vacating the property, provided that it was left in satisfactory condition.
- Receive legal protection from unfair eviction.
- Obtain rental apartment inspections in accordance with city ordinance.

If you and the landlord agree on any changes or conditions in the lease, obtain them in writing, signed by the both of you. Do not expect verbal agreements to be honored.

Before you sign a lease, read any rules and regulations that may be referenced in the lease.

Require the landlord to provide you with a copy of the lease along with any rules and regulations.

## DISPUTES WITH THE LANDLORD

If you have a problem with your landlord not living up to their lease obligation, you do have a legal means of gaining compliance.

Document any complaints or repair request that you make to the landlord. If you must ask for a repair twice or if there is a recurring problem, you should put the request in writing and you should keep a copy. On the third request, your letter should be sent by registered mail.

The local magistrate's office can provide you with information on your legal options regarding landlord/lease problems. Often people wait too long before contacting the magistrate's office for assistance.

Landlords can not:

- sell a tenant's belongings as payment for rent owed.
- lock a tenant out of an apartment without a court order.

## DISPUTES WITH ROOMMATES

Remember, you liked this person when you signed the lease together. Try to work out problems by talking to each other and not to other people. Don't collect problems and then dump them on the other person all at once.

Try to be patient with each other. There will be times when even *you* are difficult to live with. If you don't believe this, ask your present roommate or parents.

If you cannot resolve a problem, seek out a mediator, such as a member of the Counseling Center staff, the Associate Vice President for Student Affairs/Dean of Students or another person who can be unbiased in the situation.

## NOW THAT YOU HAVE SIGNED THE LEASE

Establish a monthly or semester budget. This will help you keep track of any excessive spending.

Contact the telephone company to have your service connected. In whose name is the phone going to be placed?

If you choose, contact Service Electric Cable Co. to have the TV cable connected.

**Locks and keys.** Are the locks changed in between residents? Are keys collected? What other doors does the key open? Are there deadbolt locks on the exterior doors of the apartment?

**Lease obligation.** Does the lease include other rules? (For example, no kegs, and a limit to the size of parties.)

**Definition of tenant.** You become a tenant when you make an agreement, either written or verbal, to pay money for the use of an apartment or house.

## PROBLEM CLAUSES IN LEASES

### WATCH OUT!

Any provision of a lease that tries to limit your legal rights is a problem and should be avoided. You should try to have these clauses removed from any lease. If the landlord refuses to take out these clauses, it may be worth your while to keep looking for another apartment.

**Waiver of right to privacy.** This allows the landlord to enter your apartment for any reason at any time with or without your permission.

**Waiver of your right to a jury trial.** This clause seeks to deny you the right to a jury trial in the cases of eviction or other law suit involving the landlord.

**Waiver of your legal right to notice.** This allows the landlord to evict you or change a term in your lease without adhering to the legal time limits required in certain situations.

**Waiver of your right to a day in court.** This clause is often called a “confessed judgement.” This allows the landlord to go to court without you being present.

**Waiver of other legal rights.** This allows the landlord to put clauses in limiting your legal recourse against them.

**Limitation of landlord liability.** This clause limits the landlord’s liability for damages to tenants or their guests caused by the landlords neglect.

**Prohibition of subletting.** Does not permit the lessee to sublet the apartment.

**Tenant agrees to pay for the landlord’s attorney fees and legal costs.** This clause makes the lessee responsible for the legal fees if the tenant sues or has any other dispute over the lease.

## HOW TO READ A LEASE

Read the entire lease and any additional agreements defensively.

Most leases are divided into sections and should be in a logical order. Be careful if the lease is confusing.

Be careful of sentences that begin with phrases such as “it will be considered a substantial violation,” or sentences or phrases that are in capital letters. These sections, if violated, may contain cause for eviction.

*The tenant has responsibility for:*

- Promptly paying the rent.
- Keeping up the premises.
- Notifying the landlord of needed repairs on a timely basis.
- Adhering to the legal requirements of the lease.
- Respecting the rights of neighbors.

## WHAT TO CONSIDER WHEN LOOKING FOR AN APARTMENT

**Location.** Is the apartment located in an area close to campus? Is the area safe? Location can be the most important factor to consider when finding an apartment.

**Size.** Does the apartment have enough bedrooms? Are the rooms a sufficient size for relaxation and study? Is the kitchen large enough in which several people can cook?

**Condition of the apartment.** Is the interior of the apartment well kept by the management? Does everything work — appliances, lights, locks? The best way to tell if the apartment is maintained in good condition is to talk with the prior residents.

**Condition of the building.** If the outside of the building is not well maintained, the inside probably isn’t either.

**Neighborhood.** Is the area safe? Are surrounding buildings in good condition? Does the neighborhood primarily consist of other students or is it residential with individual families?

**Fire Safety.** Does the apartment have working smoke detectors and a sprinkler system? Are there fire extinguishers in the apartment and or hallways? Are there at least two workable escape routes from the apartment?

**Security/locks.** Does the apartment have a deadbolt lock on all exterior doors? Do the bedroom doors have workable locks? Does each resident get a key supplied by the landlord?

**Building access.** Does the building have an access system to enter the building? Do the outside doors require a key to access the building? Is there an intercom system?

**Parking.** Does the landlord provide parking for residents? If not, where are you going to park?

**Pets.** Are pets permitted?

**Laundry.** Does the building have its own laundry available to students? When are the laundry facilities available? How much does it cost to use the washers and

dryers? Where are the closest facilities open to the public? Laundry facilities in college residence halls are for the sole use of the residents of that building.

**Repairs.** Who is responsible for repairs to the apartment? What repairs will the management perform? Whom do you call for emergency repairs, such as broken pipes or no heat? And, who, in that instance, is responsible for payment?

**Contacting the landlord.** Who is the owner of the building and how do you contact that person? Is the owner different from the manager? You need to get the names and telephone numbers for both the owner and manager, if they are different people.

**Who pays for . . .**

TV cable service	heat
hot water	electricity/gas
garbage removal	telephone (line repair)
repairs to the apartment	computer access

**Winterization.** Are the windows and doors winterized to keep out drafts and the cold?

**Air conditioning.** Is air conditioning permitted and if so, is there an extra charge?

**Parties.** Are there rules about parties? About guests?

**Are there screens on the windows?** If not will the landlord install them?

**Pest control.** Does the landlord spray for pests and bugs on a regular basis? If so, how often?

## THE LEASE

**Who is the lease between?** The landlord and/or realtor and their address should be named in the lease. If possible, the lease should be between you and the landlord covering your portion of the rent. Most landlords will require that the lease is between the landlord and all tenants residing in the apartment. When the lease includes *all* of the tenants then each becomes responsible for *all* rent and any damages to the apartment.

**Rent.** How much is the rent? Is it payable monthly or by the semester? Is there a late fee? If so, how much is it? To whom and where is the rent payable? What utilities are covered in the rent? The total amount of rent due for the lease period should be stated in the lease.

**Length of the lease.** Is the lease for a calendar year or academic year? When does the lease begin and end? The term of the lease should be specific. Most landlords in the area require a twelve-month lease. Check the last day on the lease with the academic calendar.

**Subletting.** May you sublet the apartment? Are there any restrictions? If your landlord permits you to sublet the apartment, you should require the new tenants to sign a lease that is identical to the one you signed, except for the length of the lease. Ask for a deposit from anyone to whom you sublet the apartment. Use a checklist to identify any damages that may occur while the apartment is sublet.

**Renewable.** How is the lease renewed? Is there a specific date you must inform the landlord of your intention to renew? Does the lease automatically renew if you do not inform the landlord that you do not intend to renew?

**Damages.** How are damages assessed?

**Security/damage deposits.** How are deposits handled? When do you get your deposit back? The security deposit is the one area that causes many problems for tenants. The security deposit is used to cover the cost of repairs for damages to an apartment. Damages does not cover normal wear and tear of the apartment. Landlords can not charge for damages in excess of the cost of repair. The security deposit should not be used as payment for the last month's rent. The security deposit is usually equal to one month's rent.

The landlord can require the deposit to be equal to two month's rent for the first year of the lease. If the landlord requires two months rent for the first year, for the second year the security deposit can equal no more than one month's rent. For the second year the landlord must refund any amount in excess of one month's rent. The security deposit is to be returned to the tenant within thirty days of vacating the apartment. The tenant is required to submit in writing to the landlord a forwarding address to which to send the deposit. If the full deposit is not returned, the landlord must provide a list of the repairs and the costs.

**Eviction.** How can the landlord have you evicted from the apartment?

**Lease guaranty.** Must your rent payments be guaranteed by another party, such as parents?

**Lease application.** Is there a lease application? If the apartment application is accepted must you rent the apartment? At what point are you committed to renting it?

**Facilities.** What facilities are provided for tenant use on the premises? (For example, laundry rooms, bike storage, parking, guest parking.)

**Repairs.** Whom and how do you notify someone in case of emergency repairs? How quickly are repairs made to apartments?

**Right to entry.** Who has the right to enter the apartment? Must you let someone in if, at the time, it might not be convenient? Must you make your apartment available for other people to inspect if you are not renewing? In general, the landlord should be able to enter the apartment at reasonable hours with the tenant's permission.