

PENNSYLVANIA STATE UNIVERSITY



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College

OFF-CAMPUS HOUSING

community resources
behrend.psu.edu/offcampushousing



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INTRODUCTION

The Division of Student Affairs prepares the **Off-Campus Housing Manual** to provide you with information about off-campus living in the Erie area. It is our hope that the material contained within this manual will assist you in finding and enjoying off-campus housing. You might discover helpful information regarding the choice of a dwelling, the signing of a lease, your rights and responsibilities as a tenant, or any number of other issues. Off-campus students are an integral part of the Penn State Behrend community, and this manual is intended to serve as a resource to you now and in the future.

NOTE: Although the Division of Student Affairs provides information concerning off-campus living, these dwellings have **not** been inspected by Penn State Behrend, and the College does not take responsibility for the facilities listed. It is highly recommended that you visit the properties prior to signing any lease agreement.

The legal information contained in this booklet is offered in summary form and is intended to serve as a general guide to students renting in Pennsylvania. It is **not** intended as a substitute for professional advice and counseling from an attorney.

THE DIVISION OF STUDENT AFFAIRS

The Division of Student Affairs consists of several departments that offer services to students. These include Student Activities, Personal Counseling, Educational Equity and Diversity, Health and Wellness, Career Development and Academic Planning, and the Early Learning Center. These offices are standing by to offer resources and support services designed to maximize a student's experience at Penn State Erie. Our Goal is to involve students in the myriad of opportunities available at the college. The student clubs, organizations, activities, and events mirror the varied interests of our students.

The Division of Student Affairs offers a number of services specific to students in off-campus housing. These include: (1) assisting students by providing general information about housing facilities and how to select housing, (2) acting in a counseling and referral capacity, (3) assisting students if they encounter difficulties, (4) listing property owners who agree not to discriminate on racial/ethnic grounds, and (5) offering a place where students can obtain information regarding off-campus housing at other Penn State campuses..

While information concerning off-campus housing is available through the Division of Student Affairs it must be understood that the University does not solicit, select, inspect or in any way approve these housing facilities. The University assumes no responsibility or liability for the personal safety of student renters, loss or damage to personal property, or the arbitration of disputes between students and property owners. All facilities described on our web site or in printed media should meet housing standards established by the City of Erie and the Commonwealth of Pennsylvania. However, the University has no legal authority to enforce housing regulations of the City or Commonwealth.

DETERMINING YOUR NEEDS

Before beginning the search for a place to live, there are several factors to consider and options from which to choose. Often, students hastily commit themselves to a housing arrangement that does not complement their needs, lifestyle, or financial situation. It is therefore important to consider what type of housing situation is best suited to your needs. Consider the following questions before beginning your search:

1. How much can I afford to pay?
2. What type of housing arrangement would I prefer? (House, room, apartment, etc.)
3. Do I want a furnished or unfurnished unit?
4. What location do I prefer? Is this location within walking distance to campus or on a bus line? Is a car necessary? Are shopping and laundry facilities nearby?
5. Do I want to live alone or with others (if others, how many)?
6. How much and what kind of space do I need? Do I need my own bedroom?
7. How long do I want to stay? Am I willing to sign a lease? If so, what kind of lease would be suitable?
8. Do I know how to evaluate a rental agreement (lease)? Do I understand the rights and obligations of tenants and property owners?
9. Do I want to have a pet? Do I mind living with someone who has a pet?

WHERE TO LOOK FOR HELP AND ADVICE

The Division of Student Affairs provides information, advice, and a web connection to off-campus housing providers. Finding a place to rent can be very time consuming. The following is a list of resources that may assist you:

Penn State Behrend Web Link – behrend.psu.edu/offcampushousing

Housing and Roommate search. A Penn State Access ID (email "...@psu.edu") is required to access this site. You may also stop by the Office of Student Affairs for a current printout of rentals listed on the off-campus housing site.

Friends - Ask your friends if they know of any available places to rent. This is probably one of the best places to begin your search.

Newspapers - Check all local newspaper classified listings; they will give you an idea of the rents being charged for various types and sizes of apartments in various locations.

Apartment Management - If you know of an apartment in a building where you think you might like to live, go there directly and talk with the management. Two web resources to view local complexes are Rentalguideerie.com and Apartmentguide.com. Once in the site, use the College's zip code of 16563 in the search engine.

Real Estate Agencies - Very often landlords list available rental housing with a real estate broker. By calling brokers, particularly those located near the area where you are looking, you can very often turn up some leads.

Foot or Auto Search - Walk or ride around the neighborhood in which you wish to live. One of the residents may alert you to an available rental unit.

Apartment Finders - Apartment-finding businesses are sometimes operated by persons not having a real estate broker's license. In some instances, these "apartment finders" will have listings that do not appear in the newspaper. However, be aware that you can read the daily newspapers and get many of these lists for yourself.

OFF-CAMPUS HOUSING ALTERNATIVES

Essentially, there are four types of off-campus housing alternatives available to students in the Erie area: apartments, sleeping rooms, whole houses, and studio/efficiencies. A brief description of each and some of their advantages and disadvantages are described below:

Apartment/Duplex/Flat - Because of the relative privacy and the dream of personal freedom, apartments are generally the first choice of students. Unfortunately, the highly desired one- and two-person apartments are few in number and considerably more expensive than the more common three- or four-person apartments. Since most apartments are for three or four persons, it is essential to select compatible roommates before you move in order to avoid unnecessary hassles. Disadvantages of apartment living include time required to fix meals and clean, distance from campus, and finding compatible roommates.

Whole House/Townhouse - Renting a whole house can be the least expensive but the most frustrating kind of housing. If six or seven students get together to share rental, utility, and food costs, the cost per person can potentially be quite reasonable. But sharing food and other costs and sharing housekeeping chores is easier said than done, and friction among members of the household is usually not long in coming - no matter how strong the friendships.

Since most whole house rentals are generally unfurnished (unlike apartments or rooms), getting sufficient furniture becomes a scavenger hunt because of the cost of new or used furniture. The greatest danger in whole-house rentals stems from the fact that **ONE** person must sign the lease and make utility arrangements, thereby assuming all legal obligations if bills are not paid. Of course, no one expects this to happen until it does.

Sleeping Rooms - Rooms in private homes generally provide a bedroom and sometimes cooking privileges. The main advantages of rooms are low cost, availability, and cleanliness; disadvantages often include lack of privacy, little storage space, strict regulations, and the hassle of getting meals.

Studio/Efficiency - An efficiency is an arrangement where you, as the tenant, rent one room. This room usually contains a living area, a sink, mirror and closet space. However, in this arrangement you will have to share common bath and toilet facilities. This is the basis of the residence halls at most colleges and universities. In this situation, use of a kitchen is sometimes provided. Most landlords allow cooking in the rooms using a hot-pot or microwave oven. However, not all do. Be sure to understand this area of concern before you start living in this arrangement.

As in a residence hall room, you might have one or more roommates. One advantage to living in an efficiency is that usually you will be living in a building with other students. This social environment helps you adjust to life at college and keep the cost of rent down. Some problems when living in an efficiency include restricted cooking facilities, finding transportation to campus at the lowest cost and highest convenience, and having to share bathing facilities with others. Along with this social environment comes the restriction of one of the most sought-after qualities in off-campus housing, privacy.

These are the four types of living accommodations available; consider each carefully before deciding. Remember: Haste makes waste.

INVESTIGATION OF SERVICES AVAILABLE

There are many things to look for when searching for a place to live. First of all, the student should consider what services are available at the facility. Is the unit furnished or unfurnished? Is a laundry facility available? If not, how close is the nearest laundromat? Do you have a car? Is parking available? Is this parking space guaranteed? What about guest parking? If you do not have a car, how close is the unit to public transportation? How is mail delivered? Is cable service available? Who is responsible for pest control? What storage spaces are included? How is refuse disposal handled and whom do you notify if repairs are necessary?

Also, the student should consider what neighborhood services are accessible. Where is the nearest grocery store or shopping plaza? Is there a bank or automatic bank teller nearby?

Finally, the student should find out how secure the unit is. Items that should be considered include: deadbolt locks, chains on doors, whether locks are changed between tenants, who else has a key, and what steps are needed in case you lose your key.

As a prospective tenant, you have the right to ask the landlord these questions. Before signing a lease, be sure that you are satisfied with the apartment, the services provided by the landlord, and consider whether you have easy access to neighborhood facilities. Also be sure you are comfortable with the security of the unit before moving in.

TRANSPORTATION AND PARKING

When searching for an off-campus housing facility, transportation is a crucial subject. The form of transportation the student needs will help determine the choice of location.

The **Erie Metropolitan Transit Authority** (commonly called EMTA) provides bus service to the Penn State Behrend campus. On a regular basis, weekdays and weekends, an EMTA bus arrives at and departs from the parking lot in front of the Reed Union Building. Bus schedules can be obtained from the bus driver and also from the EMTA web site at <http://emtaerie.com>. Students may purchase single-ride tokens, 20-ride passes, or 31-day unlimited ride passes. These passes are sold at the Reed Union Building Information Desk, located in the Office of Student Activities.

For commuter students who are planning on driving a personal vehicle, you must register your vehicle and display a parking permit on your vehicle's rearview mirror. There are designated parking lots available for your use. Without this permit, students will receive parking tickets and fines. To see costs, rules and regulations, and parking maps please visit <http://pennstatebehrend.psu.edu/student/police/parking.htm>. If you have additional questions, please contact Police and Safety Services at 814-898-6101. They will be happy to assist you in determining the best type of parking permit for you.

DINING ON CAMPUS

There are two dining facilities on campus. Bruno's located on the second floor of the Reed Union Building is open Monday through Thursday from 7:00 a.m. to 11:00 p.m., Friday from 7:00 a.m. to midnight, Saturday from 1:30 p.m. to midnight, and Sunday from 4:00 p.m. to 11:00 p.m.

BRUNO'S NIGHTCLUB: Home to Penn State Behrend's on-campus nightclub. Bruno's Nightclub is open every Friday and Saturday night from 8:00 p.m. until midnight. Bruno's features special food items and a variety of entertainment such as comics, bands, D.J.'s, and variety shows. For more information about Bruno's, contact the Office of Student Activities at (814) 898-6171.

Another facility is the campus food court, located in Dobbins Hall. Meal hours at the food court are: Monday through Friday, breakfast is from 7:00 through 9:30 a.m.; lunch, 11:00 a.m. through 1:30 p.m. Dinner Monday through Thursday is served 4:30 through 7:00 p.m. and on Friday from 4:30 through 6:30 p.m. On Saturday and Sunday, no breakfast is served, brunch is served from 11:30 a.m. through 2:00 p.m., club (reduced menu and cost) from 2:00 to 3:30 p.m., and dinner from 4:30 through 6:00 p.m.

Commuter and off-campus students have the option of purchasing a "Campus Meal Plan", or another alternative is the "Lion Cash+" account. By using the second option, the student does not have to buy as many points as is required in a Campus Meal Plan, visit the id+ office in Senat Hall, or with Mastercard/Visa you can activate your LionCash+ account at the following website. Current information on these plans can be obtained by checking the following website: www.idcard.psu.edu. Both meal plans can be used in Bruno's, Dobbins Dining Hall, and at the coffee carts located in Roche Hall, the REDC building and also Knowledge Park. For additional information please visit the Housing and Food Service web site at <http://www.hfs.psu.edu/erie/>.

ROOMMATES

In the “**Determining Your Needs**” section, one of the questions you needed to ask yourself was whether you wanted to live alone or with others. There are advantages and disadvantages to both situations. Living alone provides privacy, but can also lead to loneliness and strained finances. Living with others can be a very sociable and educational experience and is typically much less expensive than living by yourself; however, roommates need to be chosen carefully to avoid problems and conflicts later. Unless you have lived with a person(s) for some time previously, it is unadvisable to assume that you will get along unless all the parties involved have explored their positions on areas of potential conflict.

When speaking with prospective roommates, you might want to determine your compatibility in the following areas:

Habits and Preferences

- When and where do you prefer to study? Is quiet time essential?
- Would you mind someone who smokes cigarettes?
- Would you mind someone who drinks alcohol?
- How often do you like to be alone?
- Does your prospective roommate have a boy/girlfriend? Would you object if he or she spent a lot of time in your apartment?
- When do you like to go to bed and get up? Do lights or noise bother you when you're trying to sleep?
- How warm do you like a room? Are you a "fresh-air fiend"?
- What kind of music do you like? How often? How loud?
- Are you a neat or messy person?
- What do you expect in a roommate?
- When and where do you like to party?
- Would overnight guests bother you?
- Are your interests compatible?

Responsibilities

- Who will be responsible for having utilities connected and for paying necessary deposits?
- Do you plan to share food costs? If so, do you like the same kinds of food?
- Who does what cleaning and when? (Be very specific here.)
- Are you willing to share clothes, books, tapes, CDs, etc.?

The above list is not intended to be exhaustive, but rather a basis for determining the degree of compatibility you may have with prospective roommates. It is important to be honest with both yourself and others regarding these issues. Similarly, if problems arise once you are in a roommate situation, it is often most constructive to discuss the concern openly and immediately so that negative feelings do not linger and grow.

RENTER'S INSURANCE

The necessity of renter's insurance should be considered when moving into a new apartment. Before purchasing renter's insurance, **dependent students should first contact their parents' insurance company**. Several insurance companies have their policies set up so that dependent students can be covered under their homeowner's or renter's policies while they are in school.

However, independent and married students are most likely not covered under anyone else's policy and should seriously consider purchasing their own renter's insurance. The cost of the policy will depend on the amount of liability coverage, the deductible that you choose, and the type of building in which you live.

Actual quotes on costs can be obtained from independent insurance agents who must sell you a policy. Agents are listed in the Yellow Pages under "insurance." Shop around for a good price before buying a policy because prices may vary from company to company.

SECURITY DEPOSITS

A security deposit is money that actually belongs to the tenant, but is held by the landlord for protection against damages.

The Commonwealth of Pennsylvania does not require a tenant to pay a security deposit to his or her landlord. However, many landlords insist on one to cover damages that may occur to their property during their tenants' stay. State laws governing the amount, handling, and return of security deposits, also known as escrow funds, do exist.

The Landlord/Tenant Act regulates security deposits and places a limit on the amount a landlord can charge.

ACCORDING TO THE LAW:

- During the first year of a lease, a security deposit cannot be charged in excess of two months rent.
- At the beginning of the second year of the lease, a landlord cannot request a security deposit that is equivalent to more than one month's rent. Therefore, if the landlord asked for a security deposit of two months' rent when you first signed the lease, he/she must refund the equivalent of one month's rent at the beginning of the second year.
- At the beginning of the third year of a lease, the landlord must put any security deposit over \$100.00 into an interest-bearing bank account.
- At the end of the third year of the lease, the landlord must start giving the tenant the interest earned by the account, minus a 1% fee which the landlord may retain.
- After five years, the landlord cannot increase a security deposit even though the monthly rent may have been increased.

When you first move in, request that the landlord go through the property with you and together determine any damage which will be subtracted from your security deposit should it occur. Also, make a list of any existing damages and repairs that need to be made. (See "Checklist on Housing Conditions" on page 20). Keep a copy of the list, give one to the landlord, and attach a copy to the lease. Such records will assure that the security deposit will be applied only to damages for which you are responsible.

There are several steps involved in getting your security deposit refunded:

- In order to get the money returned, the tenant must give the landlord a forwarding address and return the keys to the property.
- Within 30 days after the tenant moves out the landlord must either:
 - 1) Return the security deposit - or
 - 2) Send the tenant a list of damages, the cost of repairs, and any money remaining from the security deposit. Note: If the landlord does not provide a written list of damages within 30 days, he/she gives up the right to keep any part of the security deposit. The tenant may take two approaches to finding a remedy to this situation:
 - 1) The tenant can sue to recover the deposit without the landlord being able to raise any defense - or
 - 2) The tenant can sue for double the amount of the security deposit. In this case the landlord can counterclaim for damages to his or her property.

If you are experiencing any landlord-tenant problems, contact the Pennsylvania Bureau of Consumer Protection, 1001 State Street, Erie PA 814-871-4371.

TERMS TO HELP YOU READ A LEASE

When you read a lease carefully, there may be terms you do not understand. Do not skip over what is unclear to you. You may be agreeing to provisions to which you wish you hadn't agreed. Ask before signing anything. The Division of Student Affairs, a legal aid office, or any number of private attorneys in Erie can assist you in lease interpretations. The following are a few terms to help you read a lease or contract.

<u>Aforesaid</u>	-	mentioned previously.
<u>Arrears</u>	-	overdue rent.
<u>Assign</u>	-	transfer the unexpired portion of a lease.
<u>Cause of action</u>	-	specific situation that may become the basis for a lawsuit.
<u>Civil</u>	-	a noncriminal legal matter. Housing disputes are generally handled in civil courts.
<u>Covenant</u>	-	binding agreement, promise. <u>Independent covenant</u> : You must perform your obligation even if the other party does not. <u>Dependent covenant</u> : You carry out your obligations on the condition that the other party fulfills its obligations.
<u>Default</u>	-	to forfeit or lose by omission; to fail to perform a legal obligation.
<u>Demise</u>	-	to transfer by lease.
<u>Demised premises</u>	-	the place being rented.
<u>Detainer</u>	-	withholding another's property against his/her will.
<u>Dispossess</u>	-	remove a person from land; the legal action brought for nonpayment of rent; eviction.
<u>Distraint</u>	-	seizure of your property to collect a debt.
<u>Ejectment</u>	-	physical or legal eviction from land.
<u>Emure</u>	-	to take effect.
<u>Enjoyment</u>	-	possession or occupation of land. Quiet enjoyment: Freedom from invasion of privacy by landlord.
<u>Eviction</u>	-	depriving a person of possession of occupancy. Constructive eviction: Not actually removing the tenant but making it impossible for him/her to remain because of the conditions; e.g., serious deterioration.
<u>Guarantor</u>	-	one who guarantees to take legal responsibility for another, such as your parents if you are a minor (providing they sign for you).
<u>Goods and chattels</u>	-	personal property.
<u>Hereinafter</u>	-	in the part after this part (of the lease).
<u>Hereinbefore</u>	-	in the part before this part (of the lease).
<u>Hereunto</u>	-	to this; hereto.

<u>Holdover</u>	- retaining possession of rented real estate after the lease term expires, or the landlord demands possession or because of an alleged breach of the terms of the lease by the tenant.
<u>Indemnify and Hold Harmless</u>	- to free from any responsibility or liability.
<u>Indenture</u>	- a written contract.
<u>Imure</u>	- take effect.
<u>Lease</u>	- a contract by which one party (landlord) gives another (tenant) use of building, or part of one, for a specified time and payment. This can be verbal or written.
<u>Lessee</u>	- tenant.
<u>Lessor</u>	- landlord.
<u>Let</u>	- to give temporary use of apartment in return for rent paid to you.
<u>Liabe</u>	- legally bound, as to make good any loss or damage that occurs in a transaction.
<u>Majority</u>	- being of legal age.
<u>Notice to quit</u>	- notification from landlord to tenant ordering tenant off the property (usually after 30 days, from the first day of the rental period.) Notice to vacate - notification from tenant to landlord stating intention to leave the property (usually after 30 days, from the first day of the rental period).
<u>Parties to a lease</u>	- those who agree to abide by the provisions of a lease; typically, you as tenant, any house-mates as co-tenants, and the landlord.
<u>Possession</u>	- lawful occupation and use of land, subject to protections of "quiet enjoyment."
<u>Premise</u>	- the apartment building as well as your apartment.
<u>Replevin</u>	- legal action to recover property that was unlawfully seized.
<u>Sublet</u>	- (Sublease) (Relet) - a lease granted by you (lessee) to another party of all (or part of) the property.
<u>Summary proceeding</u>	- to recover possession - eviction. "Summary proceedings" because it is a swift and simple procedure for the landlord.
<u>Tenant</u>	- (You) occupants of a specified apartment, house, trailer, etc.
<u>Term of lease</u>	- the length of time that a lease shall be in effect; duration of obligation.
<u>Testimonium</u>	- statement of declaration made to establish a fact.
<u>Thirty days notice</u>	- on a month-to-month lease this is the notice that either party must give the other to terminate the tenancy. The 30 days must include a full rental period.
<u>Underlet</u>	- to let at a price under value.

Waiver - act of relinquishing a right, claim, or privilege.

Warrants of habitability - promise that the property is safe and usable for residential use.

LEASES

A lease is an agreement between you and your landlord. It defines the rights and responsibilities of the landlord and the tenant.

There are two types of leases: oral and written. Each type has its pros and cons.

Oral

Verbal agreements are attractive because they allow for a great deal of flexibility. Most often they are for units rented on a month-to-month basis. This allows you to terminate the lease by giving just one month's notice.

As may be expected, the provisions of an oral lease can become sketchy with time. The tenant and the landlord may remember the terms of the original agreement differently. It is wise to get specifics in writing or at least have a witness present when the terms are agreed to. Confirm important details by sending a follow-up letter to your landlord. Remember to keep a copy of the letter for your own reference.

The landlord is free to raise the rent at any point during a month-to-month lease. Your only option should you not wish to pay the increase is to move out. If the term of your oral lease is for longer than one month remember that you are responsible for rent for the entire length specified. This is true even if you leave before the term is over.

Written

Written leases are binding legal documents. Once you have signed the lease you are committed to pay rent for a specified time; to pay for any damages beyond normal wear and tear; and to obey any other terms of the lease.

Never sign a lease without reading it over completely! Make sure that you understand all of the terms and provisions it contains. Do not sign if there are stipulations you don't understand or feel you cannot abide by.

Parts of a Written Lease

There are seven crucial parts of a lease that usually appear at its very beginning. The first four parts listed below are the minimum requirements needed to make a lease legal.

- (1) The specific address (make sure you're signing for the same residence that you think you're getting.)
- (2) The length of the lease.
- (3) An explanation of the rent payment procedure: how much, the date the rent is owed, the place to send the payment, any late penalties, and whether the rent can be increased during the lease period.
- (4) The parties to the lease.
- (5) The procedures and terms for terminating and renewing the lease.
- (6) The utilities that you must pay for in addition to rent.
- (7) The amount of the security deposit.
- (8) Whom to get in touch with and how to get in touch with them for maintenance and repairs.
- (9) A complete list of any regulations your landlord expects you to follow.
- (10) Any other mandatory services for which your landlord insists on performing and charging you.
- (11) **BE SURE TO KEEP A COPY OF THE LEASE FOR YOURSELF.**

The above items are straight-forward and can easily be identified. Below are some clauses to look for when you scrutinize the "fine print."

- (1) A clause stating that you are responsible for maintaining the apartment in good repair.

- (2) An "entry" clause stating that your landlord has the right to enter your apartment during reasonable hours to make repairs or show the apartment to interested tenants. The landlord may enter at any time in case of an emergency.
- (3) An "acceleration" clause stating that if you miss one rent payment the landlord may collect all the rent due during the period of the lease. Landlords may take this action as an alternative to eviction.
- (4) An "automatic renewal" clause stating that your lease will be renewed if you do not notify the landlord otherwise by a specific time before the lease runs out. This clause can cause problems for students. Be sure to take note of the date by which you must notify your landlord of your intentions. When giving your landlord advance notice that you will not be renewing your lease, give it in writing. Keep a copy for yourself and send the original by certified mail: return receipt requested.
- (5) A "non-assignment" clause prohibiting you from subletting the apartment or moving without written consent of the landlord.
- (6) A "jointly and severally" clause stating that you and your roommates are bound jointly to the lease. In other words, if one of your roommates misses a rent payment, the rest of you become liable for the unpaid portion. In such a situation the landlord could activate the "acceleration" clause and sue all of you for the remainder of the rent due.
- (7) An "escalation" clause stating that your landlord has the right to raise rent under certain conditions or anytime he/she feels like it.
- (8) An "indemnification" clause stating that the landlord will shift his/her responsibility to the tenant if a loss results from breaking a rule of the lease.
- (9) A "waiver of custom" clause that essentially states that your landlord does not have to treat all tenants equally. If, for example, your landlord gives your roommate an extension on the rent, but, will not give you one, you cannot sue him or her.
- (10) A "condemnation" clause stating that if the residence where you are living is condemned your lease automatically terminates and your landlord is not responsible for any inconvenience you may experience.
- (11) A "parental consent" clause requiring your parents to co-sign the lease. This is a common requirement for student tenants. When your parents co-sign a lease or sign a separate agreement they have generally agreed to accept legal responsibility for your roommates' performance under the lease as well as your own. Many leases include the following additional clauses.
 - (1) A "confession of judgment" clause stating that your landlord has the right to send his/her representative into court to confess guilt for you, even if you are not present.
 - (2) A clause denying the landlord's responsibility for damages.
 - (3) A clause allowing the landlord to take possession of your personal property (like furniture) if you fall behind on rent payments or abuse other conditions of the lease.

If your landlord tries to hold you to any of these last three clauses, you should seek legal advice. The courts will not accept these clauses as binding in most cases. You should take note of them in your lease, and if possible, negotiate with your landlord to have them removed.

The last section of a lease may contain specific rules and regulations of which you will need to be aware. It may include restrictions on pets or parties, and rules on the use of special facilities like the laundry, a pool, or parking areas.

If there are provisions in your lease that you wish to have modified, do not hesitate to discuss them with your landlord. It is absolutely essential that any changes that are made be put in writing. **Verbal changes or agreements may not be accepted by the courts.**

DO NOT SIGN A LEASE UNLESS ALL BLANKS ARE FILLED IN OR CROSSED OUT.

OFF-CAMPUS HOUSING SAMPLE LEASE OR RENTAL AGREEMENT

By this agreement made at _____, PA on
the _____ day of _____, 20____
the Landlord _____ and
the Tenant _____

agree as follows:

1. **PROPERTY**

The Landlord hereby leases to Tenant for the term of this agreement

a. the property located at:

No.	Street Name	Unit No.
City	State	Zip

and

b. the following furniture and appliances on that property

2. **TERM**

The term of this lease is for _____, beginning
on _____ and ending on _____.

At the expiration of said term, the lease will automatically be renewed for a period of one month unless either party notifies the other of its intention to terminate the lease at least one month before its expiration date.

(or)

At the expiration of said term, the lease will expire unless the tenant gives a written notice at least 15 days before the termination date of the lease. Thereafter, the lease will automatically be renewed for periods of one month until either party notifies the other of its intention to terminate the lease. The notice of termination will be in writing and will be effective on the next rental date no less than 30 days after the date of the notice.

3. **RENT**

Tenant agrees to pay rent in the amount of _____ per
month, each payment due on the _____ day of each month
and to be made at:

Address City State Zip

4. **UTILITIES/SERVICES**

Landlord agrees to provide the utilities and services indicated:

Electricity_____ Gas_____

Garbage Collection_____ Water_____

Snow Removal_____ Other_____

5. **DEPOSIT**

Tenant has paid a deposit of \$_____of which Landlord acknowledges receipt. Upon regaining possession of the property, Landlord shall refund to Tenant the total amount of the deposit less any damages to the property, normal wear and tear excepted, and less any unpaid rent.

REFUND PROCEDURE

Forwarding Address - Tenant shall provide Landlord with a forwarding address at which Landlord can send him/her the deposit refund.

Landlord shall return the entire deposit to Tenant within 15 days after retaking possession; or shall return so much of the deposit as exceeds any damages done to the property during Tenant's residence, normal wear and tear excepted, and any unpaid rent. If Landlord returns any amount less than the full deposit, he/she shall also provide a written itemized list of damages and charges.

Tenant maintains the right to sue Landlord for any portion of the deposit not returned to him/her to which tenant believes he/she is entitled.

6. **INVENTORY CHECKLIST**

The Tenant is provided with an Inventory Move-In Checklist attached to this lease. The Tenant shall note the conditions of each item on the checklist and return a copy to the Landlord within 10 days after taking possession. If the Landlord objects to inclusion of any item he/she shall notify the Tenant in writing within 10 days. The Tenant and the Landlord are also provided with Inventory Move-Out Checklists attached to this lease. The Tenant and Landlord shall note the condition of each item on the checklist after the Tenant returns possession to the Landlord and shall give a copy to the other party.

The Landlord may not retain any portion of the Security Deposit for damages noted in the Move-Out Checklist to which the Landlord did not object.

7. **THE PARTIES ALSO AGREE**

- A. Tenant shall not sublease nor assign the premises without the written consent of the Landlord (but this consent shall not be withheld unreasonably).
- B. The Landlord may not enter the premises without having given tenant at least 24 hours notice, except in case of emergency. Landlord may enter to inspect, repair, or show the premises to prospective buyers or tenants if notice is given.
- C. Tenant agrees to occupy the premises and shall keep the same in good condition, and shall not make any alterations thereon without the written consent of the landlord.
- D. Landlord agrees to regularly maintain the building and grounds in a clean, orderly, and neat manner. Landlord further agrees upon notice from tenant to complete within a reasonable time all necessary repairs, including those of appliances and utilities which are furnished with the premises.
- E. Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building. Tenant further agrees not to maintain a public nuisance and not to conduct business or commercial activities on the premises.

- F. Tenant shall, upon termination of this Agreement, vacate and return the dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.
- G. Any alterations to this Agreement shall be in writing and signed by all parties.

We, the undersigned, agree to this Lease:

LANDLORD:	TENANTS:
Signature	Signature
Signature	Signature
Typed Name	Typed Name
Typed Name	Typed Name
Address	Address
Address	Address
DATE: _____	DATE: _____

THE RIGHTS AND RESPONSIBILITIES OF TENANTS AND LANDLORDS

THE IMPLIED WARRANTY OF HABITABILITY

Until 1978, the Pennsylvania courts followed the old common law rule: "let the tenant beware." Once a tenant had taken possession of a home or apartment, the landlord owed no duty to repair the premises unless the lease expressly required specific repairs. In a 1979 landmark decision the Pennsylvania Supreme Court recognized that today's tenant has a right to a decent place in which to live. The court stated that every residential lease, oral or written, contains an "implied warranty of habitability." This is an unwritten guarantee that the leased premises will be safe, sanitary, and healthy. It applies even if a house or apartment is rented "as is." A tenant's right to a decent home may not be waived. Any lease clause purporting to do so is void.

The implied warranty of habitability does not require the landlord to make minor repairs or provide you with an aesthetically perfect dwelling. For example, the landlord need not replace the living room carpet when it frays, or repaint the apartment if the paint is chipped unless he or she has agreed to do so. However, the landlord must remedy serious defects affecting the safety or livability of a rental unit. Such problems as lack of water or heat, a badly leaking roof, faulty electrical wiring, insect or rodent infestation, serious structural damage, and housing code violations are generally covered by the warranty unless they result from damage caused by the tenant.

Many localities have adopted housing maintenance codes setting specific requirements for adequate heat, water, light, ventilation, living space, and safety in rental units. Your dwelling must meet the requirements of the local code. To determine whether there is a code enforcement office in your area, call your local borough, township, or municipal office. If you are living in substandard housing, request an inspection.

If the inspection reveals defective conditions that violate the housing code, the enforcement officer has the power to order

repairs and impose a fine upon the landlord for failure to repair. A housing inspection report may also be very helpful as evidence if the condition of the premises results in court action.

In order to establish and protect your rights under the implied warranty, you must:

1. Determine that the defect interferes with the habitability of your rental unit.
2. Notify the landlord of the problem's existence and request repairs.
3. Allow the landlord reasonable time to repair.
4. Show that the landlord failed to repair.

When there is a serious defect in your apartment or house, it is best to give your landlord prompt written notice. Inform the landlord of the nature of the problem, request repairs, and list the steps you intend to take if the problem is not remedied. In order to prove you have given appropriate notice, keep a copy of your letter, sending the original by certified mail, return receipt requested.

If you are in an emergency situation, e.g., lack of water or heat, you should not delay in order to give written notice. Speak to the landlord about the problem in the presence of a witness. Afterwards, promptly send a follow-up letter, reminding the landlord of the problem and stating the remedies you will seek if repairs are not made within a reasonable period of time.

WARNING: SEEK LEGAL ADVICE BEFORE WITHHOLDING RENT OR MOVING OUT BECAUSE OF A DEFECT IN THE PREMISES. Very often, tenants, angered by the landlord's failure to make needed repairs, are tempted to move out or withhold rent until their problems receive some attention. In many cases, the courts will not consider the landlord's failure serious enough to warrant such drastic action. If you have overreacted you may risk eviction and legal action for the rent, late fees, and court costs. At the present time, Pennsylvania law imposes no duty on the landlord to find a substitute tenant if you wrongfully vacate the premises. As a result, you may be forced to pay rent of the full term of the lease after you have left, even if the landlord makes no effort to find a new tenant. Therefore, it is essential to seek professional advice before abandoning your home or withholding your rent.

If the problem is serious enough to constitute a breach of the implied warranty of habitability, you may be entitled to seek one or more of the following legal remedies:

1. Move out, cancelling your lease.
2. Withhold rent until the defect is remedied.
3. Repair defects and deduct the cost of repairs from your monthly rent.
4. If sued by landlord for unpaid rent, file a counterclaim for costs of repairs or rent rebate.
5. Initiate legal action to recover costs of repairs, retroactive rent rebate and any other damages suffered while the defect continued.

Even if you are justified in taking action, you must take care to establish solid evidence of the existence and seriousness of the defects, your request for repairs, and the landlord's failure to act.

THE PENNSYLVANIA RENT WITHHOLDING ACT

In addition to the remedies available under the implied warranty of habitability, in certain localities The Pennsylvania Rent Withholding Act provides assistance to tenants living in substandard housing.

Once the leased premises have been inspected and declared unfit by the local housing code enforcement officer, the tenant may deposit his or her rent with a specific approved escrow agent, rather than paying it to the landlord. These payments continue for up to six months. After the six months have expired, if the premises are still unfit, the deposited rent is returned to the tenant. Further six month periods of rent withholding may follow. In addition, the tenant's lease, whether oral or written, is extended until the unfit designation is removed. A tenant may not be evicted for any reason while he or she continues to make timely rental payments to the escrow agent. The tenant is also permitted to withdraw money from the account to make repairs or to pay utilities that the landlord has wrongfully failed to pay.

If the landlord repairs or corrects the defects within the six-month withholding period the rent will be turned over to the landlord.

Often times the Rent Withholding Act only applies to cities, not boroughs or townships. In order to determine whether the Rent Withholding Act applies in the area of your rental unit, you should contact the proper Magisterial District Judge representing said area. To locate the proper office please visit <http://www.pacourts.us/T/SpecialCourts/MDJSearch.htm> and search on your rental address zip code. Note that even where the act does apply, tenants may be better assisted by the more flexible remedies under the implied Warranty of Habitability. An attorney's opinion should be obtained before resorting to either remedy.

EVICTION

Your landlord may evict you if the term of your lease has expired and you have failed to move, if you have failed to pay the rent, or if you have broken one or more of the major lease provisions. Your landlord may not legally force you to move immediately, lock you out, turn off your utilities, or enter your premises unreasonably. Nor may he or she lawfully threaten or harass you.

In Pennsylvania, the landlord must follow certain required legal procedures before you can be evicted. First, he or she is required to provide you with written notice to vacate the premises. This notice is only effective if it is hand-delivered or posted on the premises in which you live. Mailing the notice is not sufficient.

This written notice must specify that you are to move out by a certain date. If you are being evicted because your lease has expired or because you have broken a provision of the lease other than non-payment of rent, the landlord must allow you thirty days from the date you receive the written notice. If the eviction is a result of your failure to pay rent, you must be given thirty days notice during cold-weather months, September through March, but only fifteen days notice during warm weather months, April through August.

NOTE: THE ADVANCE NOTICE REQUIRED BY LAW MAY BE WAIVED OR DECREASED BY YOUR LEASE. SUCH A WAIVER IS GENERALLY CONSIDERED VALID. If the notice is validly waived by your lease, your landlord will be permitted to take you to court right away, without any advance notice.

If you fail to move out by the date specified in the notice, you will probably have to pay rent for the time you remain plus the legal costs of a court eviction proceeding. Even if you move out by the required date, if the landlord claims you still owe him or her money, the landlord may go to the District Magistrate and file a **LANDLORD/TENANT COMPLAINT** against you. A copy of the complaint will be sent to you by first-class mail or delivered by a constable or sheriff. The complaint will state the reason for the eviction, and the amount of rent, if any claimed by the landlord. It will also state any additional claims for money the landlord is making. Most important, it will contain a date for a hearing.

DO NOT IGNORE THIS COMPLAINT. If you do nothing, the District Magistrate will enter a judgment (or decision) in favor of the landlord for whatever money has been claimed, plus costs. This judgment will also permit the landlord to take eventual possession of the premises. If possible, see an attorney. In most areas of Pennsylvania, legal service organizations provide free representation for low-income persons who are facing an eviction. Your local Yellow Pages or courthouse administrator can help you locate them. If you are not eligible or do not have access to such a service, contact

the Pennsylvania Lawyer Referral Service at their toll-free number: 1-800-692-7375. They will assist you in finding an attorney who will advise you at a very low initial cost, which should help you to protect your rights.

At any time before the hearing, you may contact the District Magistrate to file your own claim against the landlord. This is called a counterclaim or cross-complaint. You should file a counterclaim if the premises had serious defects such as faulty plumbing or heating, a leaky roof, lack of hot water, insect or rodent infestation, or some other threat to your health and safety. If you had asked the landlord to repair or correct these defects, and he/she failed to do so, or was slow to do so, you may be able to reduce the rent you owe or reclaim some of the rent you have already paid. You should also consider filing a counterclaim if the landlord has locked you out, disconnected your utilities, or injured your health or property in his or her attempt to force you to move.

Even if you have no reason to file a counterclaim, you will need to appear and defend yourself if the landlord is claiming more than you owe or if you have not breached the lease. Inform the District Magistrate that you will appear at the hearing. By appearing at the hearing, you may be able to settle your differences with the landlord or work out a repayment arrangement for back rent or legal costs.

If the eviction is solely for nonpayment of rent, you may stop the eviction at any point before the sheriff puts you out by paying the full rent and costs to the landlord.

If you disagree with the Magistrate's decision, you have the right to appeal to the County Court of Common Pleas. This appeal must be filed within thirty days of the date of the Magistrate's decision. You may be required to post bond or an amount of money equal to the payment of rent, damages, and legal fees which have accumulated or may accumulate before the final decision. You would be well advised to secure the services of an attorney to represent you on your appeal.

If you lose the case, the landlord cannot force you out of the premises immediately after the hearing. He/She must request an **Order of Possession** after the Magistrate's judgment has been entered. The Magistrate will not issue this order for fifteen days. When issued, a copy will be mailed to you, commanding that you move out within fifteen days or be forcibly removed by the Constable or Sheriff. These two fifteen-day periods combine to allow you a total of thirty days after the judgment to vacate the premises.

It is advisable to vacate the premises before you are forced out. If you remain on the premises and are unable to pay the back rent, damages, and legal costs, the Constable or Sheriff will remove you, lock you out, and seize all of your possessions other than clothing and selected personal property. Your landlord can then request that enough of your possessions be sold to pay him or her the money owed.

LATE MOVE OUT

Moving out after the intended date may cause several different problems. First, if you have a verbal month-to-month lease and move out in the middle of any month, you are responsible for the full month's rent. Many students mistakenly believe that if they leave a rental unit by the middle of the month, they only owe one-half month's rent. On the contrary, if you hold over into a new rental period, you must pay rent for the full period.

Secondly, if you have a written lease for a definite period of time (such as one year) and you hold over past the termination date, you may be unintentionally renewing your lease for another full term.

The third possible difficulty arising from moving out too late is an eviction action to force you out of the premises and to collect any damages the landlord sustained as a result of your refusal to move out. Eviction is not a threat if your lease contains a clause authorizing you to renew it by "holding over" past the termination date.

RECOVERING YOUR SECURITY DEPOSIT

The most essential step for you to take when you move out is to give your landlord written notice of your new address. You should do this just before you move. If you don't know what your new address will be, give the landlord the address of a friend or relative who can accept mail for you. You should send this notification by certified mail, return receipt requested, so you will be able to prove that your landlord received it. You should also be sure, as always, to keep a copy.

If you take this simple step, your landlord must provide you with a written list of damages and return your security deposit, minus the amount claimed for damages, within 30 days. Should he or she fail to provide a written list of damages within 30 days, the landlord forfeits the right to keep any of your deposit as well as the right to sue you for any damages to the premises. In addition, if your landlord does not return the differences between your deposit and the actual damages to the premises within 30 days, you have the right to sue him or her for double the difference between your deposit and any damages you actually caused. These protections are only available to tenants who can prove that they have given their new address in writing. Even if you failed to give such written notice when terminating your last lease, the landlord is still legally obligated to return your security deposit, less the value of damages to the premises. If you have difficulty recovering your security deposit, it is possible to bring legal action yourself in the District Magistrate's Court for a fairly small fee.

TENANT'S RESPONSIBILITIES

- Pay rent when due.
- Comply with all terms and conditions of the lease and/or the application for a lease.
- Comply with any rules and regulations included in the lease or a separately signed addendum.
- Comply with the requirements of Pennsylvania law, local ordinances, and housing codes.
- Refrain from disturbing the peaceful enjoyment of other tenants and neighbors.
- Refrain from damaging the premises.
- Notify the landlord of any serious defects in the premises that may cause the building to deteriorate.
- Repair any damages resulting from tenant's actions or negligence (other than normal wear and tear).
- Keep the premises reasonably clean.
- Make minor repairs, unless the lease provides otherwise.
- Allow the landlord or his/her representative or local government inspector reasonable access for inspection and repairs.

LANDLORD'S DUTIES

- Give tenant possession of the leased premises on the commencement date of the lease.
- Comply with the terms and conditions of lease.
- Provide and maintain safe, sanitary, and habitable premises.
- Refrain from interfering with tenant's exclusive and peaceful use of the premises.
- Refrain from any unfair or deceptive act or practice that violates Pennsylvania's Consumer Protection Law.
- Refrain from acts of discrimination which violate the federal "Fair Housing Act" or Pennsylvania law. Prohibited discrimination includes discrimination based on race, color, religion, sex, national origin, ancestry, handicap, disability, or use of a guide dog due to disability of the user.
- Comply with the Pennsylvania "Mobile Home Park Rights Act" in situations where the tenant owns a mobile home and leases space from the landlord.

- Comply with all requirements of the Pennsylvania "Landlord/Tenant Act."
- Comply with the Pennsylvania "Utility Service Tenants Rights Act" in situations where utility service is billed to the landlord, rather than the tenant.
- Comply with the Pennsylvania security deposit law, contained in the "Landlord/Tenant Act."
- Comply with the Pennsylvania "Uniform Condominium Act" which contains protection for residential tenants in buildings being converted to condominiums.
- Comply with any standards set by federal housing regulations, local ordinances and property maintenance codes.
- Unless validly waived by the lease, provide tenants with proper advance written notice of intent to evict for breach of lease or failure to pay rent.
- Refrain from lockouts, threats, or self-help eviction.
- In complexes or houses with three or more separate apartments, allow tenant to have guests for reasonable time; to retain control of certain common areas and facilities; and to use reasonable care in providing for safety in the common areas and facilities.

TENANT'S REMEDIES

- Sue for damages resulting from landlord's failure to give possession of premises on commencement date of lease.
- Terminate the lease upon a serious breach by landlord.
- Sue for damages upon landlord's breach of the lease.
- Utilize the remedies provided by the implied warranty of habitability and the Pennsylvania "Rent Withholding Act" if landlord fails to provide or maintain livable premises.
- Defend against improper legal action initiated by landlord, and appeal any court decision, even if lease waives these rights.
- Sue for injunction to stop self-help eviction or lockout by landlord.
- File complaints or take appropriate legal action for violation by landlord of any of the following:
 - Pennsylvania "Landlord/Tenant Act"
 - Federal "Fair Housing Act"
 - Pennsylvania "Human Relations Act"
 - Pennsylvania "Consumer Protection Law"
 - Pennsylvania "Mobile Home Park Rights Act"
 - Pennsylvania "Condominium Conversion Act"
 - Pennsylvania "Utility Service Tenant's Rights Act"

- Local housing maintenance code

LANDLORD'S REMEDIES

- Take legal action to regain possession of the premises in the event of serious breach by the tenant. This is usually called an "eviction."
- Take legal action to recover unpaid rent, as well as any additional fees (such as late fees) required by the lease.
- Under some leases, upon tenant's failure to pay the rent, landlord may sue in advance for rent that would normally be paid in monthly installments through the end of the lease.
- Under some leases that contain a provision making the tenants "jointly and severally" liable for the rent, if any one tenant fails to pay his or her share of the rent, the landlord may take legal action against any or all of the tenants. Through the use of this clause, one roommate is often required to pay another roommate's share of the rent.
- Take legal action against parents or other parties who have guaranteed the tenant's performance under the lease.
- Retain the tenant security deposit for damages to the premises or unpaid rent.
- Take legal action to recover any damages or unpaid rent in excess of the security deposit.
- Request Sheriff's sale of tenant's personal property or place a lien on a certain real estate if the judgment is not paid within thirty days.

AFTER-MOVING-IN SAFETY TIPS

1. Keep your outside doors locked (even when you are home).
2. Don't advertise your class or work schedule.
3. Never leave a note on the door saying when you will return.
4. Pull shades or drapes after dark.
5. If the property owner won't replace cheap locks, ask if you can do so at your expense.
6. Leave some lights on when you are gone.
7. Do not trust chain locks - they are not strong enough to keep out a determined intruder.
8. Be sure all valuables are permanently marked with your Social Security number, and record all serial numbers.
9. Look outside before opening the door. If you can't see the area in front of the door, install a magnifying peephole (all you need is a drill and screwdriver).
10. NEVER let strangers in the door. If it is a repair or service representative, call the property owner or company to ensure they are supposed to be there. Always insist on identification (a PA driver's license is the best I.D.).
11. Do not allow a stranger to spend a night in your apartment no matter how sad the story.

12. Always have your key in your hand as you approach the entryway.
13. Never leave valuables such as TV, stereo, jewelry, purses, etc., where they can be seen from a window.
14. Get to know your neighbors. If you look out for them, they'll look out for you.
15. Buy renter's insurance.
16. If any problem occurs, notify the police immediately. Keep the Police Department phone number in a conspicuous place, preferably on a sticker attached to the phone.

A CHECKLIST OF HOUSING CONDITIONS

To avoid being charged for damages caused by previous tenants, a damage checklist should be completed by you and your roommates as soon as you move in. Many landlords provide damage checklist forms. If your landlord does not, you may use the checklist in this guide.

It is important to be as specific and descriptive as possible about the damages you list. Once completed, the list should be signed by your landlord as well as you and your roommates. Make sure your landlord gets a copy, then keep a second one until your security deposit is returned. This list will ensure that you will not be charged for damages you did not cause.

CHECKLIST OF HOUSING CONDITIONS

Street Address _____ Apt. No. _____

City _____ State _____ Zip _____

The purpose of this checklist is to document the original condition of the rental unit at the beginning of the lease term. Examine each item in the rental unit and record its condition by checking the appropriate column (np=no problem, p=problem, na=not applicable). Then, describe each problem, such as stains, cracks, holes, dirt buildup, and items that appear to be missing or damaged, as accurately as possible on a separate sheet. All sheets should be attached to the checklist and signed and dated exactly as this checklist is signed and dated.

Living Room

np p na	np p na
_____ Doors	_____ Light fixtures(s)
_____ Screens	_____ Electrical Outlet(s)
_____ Windows	_____ Fireplace
_____ Floor	_____ Sofa
_____ Rug/Carpet	_____ Lounge chair(s)
_____ Walls	_____ Other Chair(s)
_____ Ceiling	_____ End Table(s)
_____ Closet(s)	_____ Coffee Table
_____ Lamp(s)	_____ Bookshelves(s)
_____ Drapes/Curtains	_____
_____ Shades/Blinds	_____

Dining Room

_____ Doors	_____ Ceiling
_____ Screens	_____ Closet(s)
_____ Windows	_____ Light Fixture(s)

Dining Room (con't)

_____ Floor	_____ Electrical Outlet(s)
_____ Rug/Carpet	_____ Table(s)
_____ Walls	_____ Chair(s)
_____ Cabinet(s)	_____ Shades/Blinds
_____ Drapes/Curtains	_____

Kitchen

_____ Doors	_____ Refrigerator
_____ Screens	_____ Sink
_____ Windows	_____ Garbage Disposal
_____ Floor	_____ Dishwasher
_____ Walls	_____ Light Fixture(s)
_____ Ceiling	_____ Electrical Outlet(s)
_____ Closet	_____ Counter Top(s)
_____ Range (Stove/Oven)	_____ Drawers
_____ Range Hook & Fan	_____ Cupboards
_____ Cabinets	_____ Dinette Table
_____ Ironing Board	_____ Dinette Chairs
_____ Drapes/Curtains	_____
_____ Shades/Blinds	_____

Bathroom

_____ Doors	_____ Towel Rack(s)
_____ Screens	_____ Mirror(s)
_____ Floor	_____ Medicine Cabinet
_____ Walls	_____ Other Cabinets
_____ Ceiling	_____ Drawers
_____ Closet(s)	_____ Sink
_____ Toilet	_____ Bathtub
_____ Fan	_____ Shower
_____ Tissue Holder	_____ Shower Tiles
_____ Shower Curtain/Doors	_____ Light Fixture(s)
_____ Electrical Outlet(s)	_____
_____ Drapes/Curtains	_____
_____ Shades/Blinds	_____

Bedroom No. 1

_____ Doors	_____ Light Fixtures
_____ Screens	_____ Outlets
_____ Windows	_____ Box Bed Spring
_____ Floor	_____ Bed Mattress
_____ Rug/Carpet	_____ Bed Frame
_____ Walls	_____ Bed Headboard
_____ Ceiling	_____ Night Table(s)
_____ Closet(s)	_____ Lamp(s)
_____ Bookshelves	_____ Mirror(s)
_____ Dresser(s)	_____ Chair(s)
_____ Study Table	_____
_____ Drapes/Curtains	_____
_____ Shades/Blinds	_____

Bedroom No. 2

Bedroom No. 3

_____ Additional sheets are attached that describe in detail
the problem conditions in the apartment.

Tenant Landlord/Agent

Tenant Date

Tenant Witness

IMPORTANT TELEPHONE NUMBERS

Penn State Behrend Information	898-6000
Learning Resource Center	898-6418
Financial Aid	898-6162
Health and Wellness Center	898-6217
Personal Counseling	898-6164
Police & Safety	898-6101/6227/6369
Student Affairs	898-6111
Student Activities	898-6171

Ambulance

Fire Department

Police Department

Erie	911
Harborcreek	911
Lawrence Park	911
Millcreek	911
Wesleyville	911
Northeast	911

Hospitals

Hamot Medical Center	877-6000
Patient Room Information	877-7007
Emergency/Trauma	877-6139
Behavioral Health Emergency Line	877-6136

Saint Vincent Medical Center	452-5000
Patient Room Information	452-5800
Ask-A-Nurse	452-5500
Behavioral Health Help Line	452-5555
Emergency/Trauma Center	452-5353

Millcreek Community Hospital	864-4031
Emergency Room	868-8340

Utilities

National Fuel	800-365-3234
GTE North	800-483-1000
Sprint	800-877-4646
MCI	800-950-5555
Erie City Water Authority	455-1049
Electricity (GPU)	800-545-7741
Erie Cablevision	453-4553
Adelphia Cable	899-0625

Other Frequently Used Numbers

Erie County Courthouse	451-6000	Erie International Airport	833-4258
Erie Yellow Cab Co.	455-4441	Bureau of Housing Inspections (City of Erie Only)	870-1481
Erie Metropolitan Transit Authority (EMTA)	452-3515	Bureau of Consumer Protection	871-4371

ERIE AREA HUMAN SERVICES AND HOTLINES

Listed below are telephone numbers of counseling services covering a wide range of personal and social concerns. If you or someone you care about is experiencing a problem or trying situation and needs some help dealing with it, contact one of the following agencies.

AIDS/HIV COUNSELING AND TESTING **451-6700**
(Erie County Department of Health)

Offers education and prevention programs in addition to direct services or referral for social, legal, mental/physical health, and spiritual concerns. A support group and individual counseling are also available.

FAMILY SERVICE ASSOCIATION, 5100 Peach Street **866-4500**

Providing brief or longer-term individual counseling on a variety of issues and concerns is the goal of the Family Service Association. The cost is minimal. Call for an appointment.

HAMOT INSTITUTE FOR BEHAVIORAL HEALTH, 201 State Street **877-6136**

Provides comprehensive behavioral health services for child, adolescent, adult, and geriatric populations. Inpatient, outpatient, and emergency services. Call for an appointment.

RAPE CRISIS CENTER, 125 W. 18th Street **455-9414**

Counseling, advocacy, and victim/witness services are available.

SAINT VINCENT MENTAL HEALTH CLINIC, 232 W. 25th Street **452-5555**

Depending on the problem, the clinic provides brief or longer-term counseling. The cost of the services is dependent on what the client can afford. Medical treatment is available if necessary. Call for an appointment.

ALCOHOL AND DRUG RELATED SERVICES

The agencies listed below provide information, education, counseling, and/or treatment for alcohol and drug related concerns:

ABRAXAS II	459-0618
AL-ANON	454-4730
Alcoholics Anonymous	452-2675
Crossroads Hall	459-4775
Drug & Alcohol Prevention (GECAC)	459-4581
Narcotics Anonymous Hotline	(800) 234-0420
Erie Drug and Alcohol Abuse Program	451-6870

24-HOUR HOTLINES

FAMILY CRISIS INTERVENTION, 2185 W. 8th Street

456-2014

This 24-hour hotline provides trained counselors who deal with a number of emergency situations. The counselor may be able to send someone to where you are if you feel it is necessary. Also provided is brief counseling at a low cost to help you through the immediate crisis.

FAMILY SUPPORT FOR MENTAL HEALTH AND ALLIANCE FOR THE MENTALLY ILL HOTLINE

453-5656

Problems and concerns ranging from emergency financial need to suicide prevention, trauma intervention, and pregnancy are handled by this agency. The information and referral specialist who answers your call can either provide on-the-spot counseling or refer you to an agency or person who can assist you.

PERSONAL CONCERNS – ERIE HOTLINE (Information/Listening Services)

453-5656

OTHER SERVICES

NORTHWESTERN LEGAL SERVICES, 1001 State Street

452-6957 or (800) 665-6957

Legal services are only provided in civil legal matters, and there are no fees for individuals who financially qualify.

SOURCES

"A Guide to Off-Campus Housing," Division of Student Services, Penn State Altoona Campus, 1988.

"A Guide to On- and Off-Campus Housing," Division of Student Services, Youngstown State University, 1985.

"Rights and Responsibilities of Tenants and Landlords," Office of the Attorney General of the Commonwealth of Pennsylvania, Harrisburg, Pennsylvania.