

## INTRODUCTION

This is a resource guide prepared by the Residence Life & Housing department to assist students in finding rental properties in East Stroudsburg University's local community. We hope that the information contained in this brochure will make students more informed about their responsibilities as a tenant, as well as with landlord responsibilities under state law. Elements of a leasing agreement are presented along with a list of community resources. This guide also will list community resources, including utility companies, local municipalities and legal support to address tenant complaints.

**This guide is for informational purposes only. It is not intended to provide legal advice.** For guidance in legal matters arising out of a landlord-tenant agreement, we recommend that an attorney be consulted. The ESU Student Senate retains an attorney, (paid for through your student activity fees), to consult with students. Appointments may be made by calling the Student Activities Association, located in the University Center, at (570) 422-3291.

You may not be denied a rental based upon your race, color, national origin, sex, familial status, disability or age. If a landlord refuses to rent to you based on any of the reasons above, you may file a charge of discrimination with the Pennsylvania Human Relations Commission. You may contact them at [www.phrc.state.pa.us](http://www.phrc.state.pa.us) or you may contact the ESU Office of Diversity and Equal Opportunity, Reibman Administration Building, 200 Prospect Street, East Stroudsburg, PA 18301-2999, (570) 422-3656.

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## **LOOKING FOR A PLACE TO LIVE**

Searching for adequate housing can be a very frustrating experience. This guide should help you sort through the maze of off-campus housing options. Please remember that housing can play a critical role in your overall university experience. Returning home to a comfortable living environment can do wonders to improve your outlook after a long day of classes.

The University administration understands the importance, and difficulties, of your housing search and devotes a considerable amount of time and energy to it, both through this guide and in providing staff assistance. This guide should help you from your first thoughts about off-campus housing through graduation from East Stroudsburg University.

### **Assessing your Needs**

In order to avoid considerable loss of time and travel expenses, sit down, relax, and answer the following questions before you begin your search:

1. How much money can I afford to spend on rent, (and perhaps utilities), each month?
2. Am I planning to live alone or with roommates?
3. Do I want my own private room or am I willing to share?
4. Do I want to live in a house, an apartment, or in a single room in a private home?
5. Do I need to live within walking distance of the University? If I drive to ESU, what transportation expenses can I anticipate each month? Where will I park?
6. What appliances will I need in my living quarters?
7. Do I want a furnished or an unfurnished place?

Renting a room in a private home is often the least expensive alternative. However, your freedom to come and go may be hampered. If money is less of a concern, you might consider renting an apartment where several students could share expenses and household chores. Renting a house presents a real challenge since the responsibilities, as well as the headaches, increase considerably.

Renting a room or apartment often may mean that you will be living in the same dwelling as your landlord. This is an advantage as he/she will normally handle repairs, mow the lawn and shovel snow. Although most local realtors are reputable, renting an apartment or home through one may mean response time for handling repairs could be longer. A repair person is generally available when you rent an apartment at a housing complex. However, there are only a few complexes in the local area. Many students choose to lease at the University Ridge, (570)422-2400.

When renting a house, be prepared to assume the extra chores. This choice permits you to live like most of the other community residents; however, you should become familiar with the community's zoning ordinances as they apply to group residences (non-related persons living together). **Most of the surrounding area is zoned so that no more than two unrelated persons may legally reside in the same housing unit.**

Each living option has its good and bad points. Consider each one carefully before finalizing your decision.

### Typical Housing Costs

Finding a place to live that is just right for you is no easy task in the surrounding area. Very often, there is too much demand and not enough supply. A rough guide to assess potential rental costs is listed below. Remember, inflation and the market conditions will constantly be reflected in the prices of available housing.

TYPE OF UNIT	AVERAGE PRICE RANGE
<i><u>Apartments</u></i>	
One Bedroom (unfurnished)..... 1-2 people	\$575-850 mo.
Two Bedroom (unfurnished).....	\$750-1200 mo.
<i>Apartments (typically 1/2 house)</i>	
Three Bedroom..... 3-4 people	\$900-1500 mo.
<i>Houses</i>	
Two Bedroom (furnished)..... 3-4 people	\$800-1100 mo.
Three Bedroom (furnished)..... 4-6 people	\$1100-1800 mo.
Individual Rooms in a Home..... 1 person	\$350-500 mo.

### Utilities/Fees

\*Water/Sewer (Minimum by usage/ calendar quarterly)

East Stroudsburg: \$90.00

Stroudsburg: \$120.00

\*Garbage:

East Stroudsburg: \$62.00 per quarter

Stroudsburg & most local communities have private haulers: \$75.00 per quarter/3 months.

Gas/Electric: varies per unit

Cable TV, High Speed, & Telephone - \$115.00 per month

*\*Usually paid by landlord*

Generally, housing is available in the \$400-\$600 price range, per person, per month, if you can find other students to share the expenses.

### When and Where to Look

The “early birds” find off-campus housing arrangements that are most suitable to their needs. Many apartments, houses, and rooms are passed along from one group of students to their friends. Some places have waiting lists that you need to get on. Word of mouth, from your friends or other students, is typically the best source of information regarding potential housing and landlords. Be sure to inquire about cost (rent and utilities), living conditions, house rules, neighbors, noise, size, etc.

Begin looking for your place off-campus as soon as possible. If you want to live off-campus in the fall, you should have something confirmed by the previous March or April. Transfer students, who almost always live off-campus, should plan on finding housing at least two months before the start of their first semester at ESU.

Residence Life (Shawnee Hall 422-3138), prepares a listing of off-campus housing available to students. The list is updated bi-monthly. **None of the housing listed has been inspected nor approved by the university.** Other sources for housing leads are the classified section of local newspapers, flyers on campus bulletin boards, and the realtors listed in the yellow pages of the telephone directory.

## SO, YOU’VE FOUND A PLACE TO LIVE

Good questions to ask after you’ve found a suitable place to live:

1. Is there a lease? Is it nine or twelve months? If it is twelve months, can you sublet during the summer?
2. How much is the rent? Is there a security deposit?
3. Who pays the utilities? What do they average per month?
4. Is there parking available? Does it cost extra?
5. Are pets permitted?
6. Who pays for the repair of malfunctioning equipment- - you or the landlord?
7. How much decorating can you do? May you paint?
8. Are there any special rules of conduct?

### Inspecting an Apartment or Other Rental

Before you sign a lease or agree to rent a unit, be sure to inspect the unit closely. Do not agree to rent after only seeing a model apartment or unit like the one you are interested in renting. It is recommended that you meticulously inspect the actual unit using a checklist (see sample, Appendix I) where you can indicate the condition of the property prior to occupancy. Do this before paying rent or a security deposit.

When looking for an apartment, you may overlook something minor such as a sufficient number of electrical outlets. However, that minor omission may become a major inconvenience. Using a check list will help you to conduct a thorough inspection of the premises.

When inspecting a place, take time to do a complete job. Cracks in walls or ceilings, or warped floors, may indicate faulty roof work or plumbing. Pull the shades or blinds open to check for tears, broken blades, and broken windows. Window screens should be tight and secure (you'll need good screens in warm weather if there is no air conditioning). Make sure the windows open and close and can be locked. Also, access doors should be tight fitting, sturdy, and not easily forced open. There should be multiple emergency exits in case of fire. Check the closets, kitchen cupboards, and drawers for ease of opening. Check each room for electrical outlets to see if there are sufficient number and if they work. Inspect light switches and fixtures to see if they are in good working order. Check the range, burners, and oven to see if they work properly. The rubber gasket lining around the refrigerator door should be checked for any cracks or tears. Check the plumbing in the kitchen and the bathroom, making sure the water from the spigots and the shower head flows properly with enough pressure and does not smell (some water sources in Monroe County are in sulfur soil and the water can have an unpleasant odor).

Be thorough when completing the checklist. If you're not sure of something, **WRITE IT DOWN!** After you've filled it out, make sure the landlord and all of the tenants in your unit sign it and date it; then have it notarized. Provide a copy of the checklist to the landlord if he/she desires a copy. The checklist will be important when it comes time to move out and in getting your security deposit refunded.

In the event your landlord refuses to sign such a checklist, think twice about renting from him or her. However, you can still protect yourself if you're renting in either Stroudsburg or East Stroudsburg by requesting a copy of the inspection report from a recent rental from the Codes Offices (East Stroudsburg, 570-421-8300; Stroudsburg, 570-421-5444).

Experience shows that landlords often make promises to do something to the property "after you move in". Make sure you get such a promise in writing. Many landlords-tenant disputes arise over the issue of what was promised but not delivered.

## **THE LEASE**

The lease is a **LEGAL CONTRACT** between the tenant and the landlord that is binding unless one of you fails to abide by the requirements set forth within it. Breaking a lease can lead to serious consequences. Think carefully before signing the document.

### **Verbal Agreements (Lease)**

There may be problems with verbal agreements. Try to avoid them. Even if a witness is present, later on it may be difficult to prove what exactly was agreed upon. Unless you have proof to the contrary, the landlord can require you to end occupancy with only 30 days written notice. If you cannot obtain a written lease, be sure to get receipts for deposits and rent payments. If you pay by check, indicate the reason on the face of the check (i.e., rent for 8/1/09 through 8/31/09, security deposit, etc.) An unwritten tenancy agreement is usually a month-to-month contract. You can end tenancy and move out any time after the first of the month by giving 30 days written notice. The landlord can raise the rent or ask you to move out in the same 30 days.

### More Than One Person Signing

If you and a number of your friends will be sharing one apartment, avoid signing a joint lease with your roommates. Signing one contract with other persons often makes you responsible for the entire amount of rent as well as for any damage or other breach made by any roommate signing with you. Try to obtain a separate lease covering only the amount of your rent.

### The Written Lease

A written lease outlines conditions that are binding. **Make sure you understand what is written in the lease before you sign it.** Remember, most landlords are sincere, keep up the property, and charge reasonable rates. However, a few have succeeded in making life difficult for some student tenants by refusing to make repairs or by retaining security deposits for no justifiable reason. Therefore, it is necessary to proceed cautiously when dealing with landlords, no matter how nice they might seem.

Written leases can take on a number of forms; some are handwritten and contain only major details of the agreement. If this is the case, be sure that the term of occupancy, the rent, and any rules and regulations are spelled out. Also, make sure that it specifies who shall pay for the various utilities. Leases also can be standardized forms that have been compiled by lawyers. These tend to be a great deal longer, use legal terminology, and are often very confusing. If you need help reading the lease, consult a lawyer at Legal Services of Northeastern Pennsylvania, Inc., (certain eligibility requirements apply) or the Student Activity Association lawyer (phone - 570-422-3291).

Some landlords will state that certain clauses in the lease don't apply, and you won't have to worry about them. If this is the case, make sure the clause(s) has been crossed out and initialed by both parties.

### Lease Terminology

Leases are confusing documents at times. The following information will provide you with some basic understanding:

**Parties:** You are the lessee and your landlord is the lessor.

**Premises:** This is the place you are renting. Make sure it states the exact location and apartment number. Avoid signing a lease where you will be assigned a place later.

**Term:** This is the duration of the lease. If you aren't going to be around in the summer, try to avoid a twelve month lease. Check the last date you may occupy the place against the University calendar. Is the time frame convenient? May you stay on at a daily rate, if necessary?

**Rent:** This is how much it will cost you. The total amount should be specified as well as the monthly figure. This section may also define time and method of payment.

Do not sign a lease that permits the landlord to increase the rent during the term of lease. Such an arrangement might be covered in an "escalator clause." Do not put yourself in this situation.

**Security Deposit:** This is the amount put down to cover any subsequent damages you might cause. Security deposits end up being one of the greatest problems between a landlord and the tenants. You need to know some specifics about these deposits.

1. The deposit specifically is to cover damages beyond normal wear and tear. It is to be returned upon the termination of your lease if there are no damages.
2. The deposit is not the last month's rent. Don't take out your frustrations by not paying for the last month and telling the landlord that you have already taken care of it with your security deposit.
3. The deposit is usually equal to one month's rent, but may be higher if the landlord has recently encountered problems with renters.
4. Remember the checklist that was mentioned earlier. Here is where this is important. If there are things to be taken care of and the landlord promises to do it, get it in writing. At the end of your lease, this checklist should be used to assess any damages that have occurred. Be present with your landlord when the property is checked.
5. If you have trouble getting your money back, there is a state law that protects you. The Landlord and Tenant Act of 1951, amended in 1967, contains five parts that are pertinent:
  - a. The landlord must provide an itemized list of damages to you within thirty days from the time you move out or the termination of your lease, whichever comes first.
  - b. If he/she fails to offer either the damage list or the security deposit money within thirty days, he/she forfeits all right to hold any amount of the deposit for any reason.
  - c. If he/she issues you an itemized list of damages within thirty days, but fails to return the remainder of the deposit, he/she is liable for double the remainder of the deposit. If, however, he/she fails to issue a list of

damages or to return the money, he is liable for double the amount of the total deposit.

d. It states that there is no way that you, as a tenant, can be fooled into waiving the general applicability of this law by signing a lease.

e. It states that you must provide the landlord with a written notice of your forwarding address.

**Use:** This generally states that the apartment may be used only as a residence, and restricts any use for commercial purposes.

**Non-Assignment:** There may be restrictions against renting out the apartment yourself, known as sub-letting.

**Furnishing:** This details what items will be provided. If it is the landlord's furniture, you might not be able to treat it the same way you would treat your own. Remember that "normal wear and tear" statement. Who decides what is normal? Generally, the owner has this prerogative. In trying to decide what type of place you should rent (furnished or unfurnished), remember that there are advantages and disadvantages to each. If it's possible for you to obtain furniture from home and second-hand stores in the area, you might be able to save some money. Of course, you have the problem of moving the furniture in and also the problem of what to do with it when you leave. If you have pets, especially dogs, unfurnished is probably a safer bet.

**Utilities:** This defines what is available and who pays for it. If you have to pay for all utilities, be ready for a shock as you probably haven't had to pay water, electricity, heat, trash removal, and sewage bills. Even if you don't have to pay for utilities directly, be assured that these charges are reflected in your rental payment.

If you are paying the utility bills, be aware of the number of ways you can save money. Turn out lights when you're not in a room. Don't leave a sink that drips un-repaired. Curtail the use of appliances that generate heat (hair dryers, electric frying pans, etc., as they are big electricity users). Heating bills may be kept down by using weather-stripping; plastic storm windows can save a lot of money in the winter.

**Entry:** The landlord may enter your apartment, but not without reason, and generally this entry must be at a reasonable hour and with your permission. They may enter to make repairs, inspect the place, or to show it to a prospective tenant. He/she may also enter in an emergency situation; to take possession of goods in lieu of rent; or to prevent tenants from leaving without paying their rent.

**Performance, Confession of Judgment:** With this clause, the landlord has the right to evict a tenant for failure to carry out any provision of the lease. No matter how much they may want to get rid of you, there are proper procedures that they must follow. At no time may they evict you bodily. What this amounts to is that you grant

your landlord permission to take action against you without facing you in court. Your property can be seized, and it's up to you to file for a court hearing to stop it. So don't violate the lease in any way.

**Liability:** This section relieves the landlord of liability for you and your possessions in the event of an accident. Check to see if you are covered under your parent's homeowner's insurance policy. If not, you might want to purchase renter's insurance.

**Repairs:** Who pays for things that break down due to normal use? You should not have to pay for a new furnace or for a new plumbing system, so if it's up to you to make major repairs, don't sign the lease.

**Rules and Regulations:** This is usually added to any standard form by the landlord. Look these over carefully as you will be expected to live by them once you sign the lease. If it says no guests, parties, smoking or loud music etc., you should be prepared to live by these rules.

#### Clauses That Should be Included:

1. No deduction from deposit for normal wear and tear.
2. Deposits to be returned as soon as possible upon termination of lease.
3. Premises are suitable for the purposes for which they are rented.
4. Lessor shall keep all areas in clean and sanitary condition.
5. Lessor shall comply with all ordinances that govern the property, and if in violation of an ordinance will make the necessary arrangements to insure your continued residency in the premise.
6. Lessor shall make all necessary repairs promptly to insure that the residents are receiving what they are paying for.
7. Lessor shall maintain all electrical, plumbing, and other facilities in good working order.
8. Lessor shall provide and maintain appropriate receptacles for trash/garbage and arrange for frequent removal.
9. Lessor shall maintain and repair fixtures, furniture, and equipment belonging to lessor.

#### Red Flags to Watch for and Question:

1. Dismissal from the University is sufficient cause to terminate the lease or forfeit any deposit.
2. Tenant is liable for all repairs.
3. Tenant is liable for all legal costs in any dispute arising from the contract.
4. Any clause which makes you liable for subsequent rules, regulations, or changes in the lease.
5. Landlord may enter the premises at any time without written notice.
6. Disclaimer clauses that free the landlord from any damages caused to you for any reason.

## 7. Tenant waives any defect in the building.

**Subletting:** Often times, students are locked into a twelve month lease even though they may only be in the area for nine months of the year. Chances are that you may want to escape such a lease by subletting. Check for a “non-assignment” clause, which prohibits you from assigning your obligations under the lease to someone else.

**Reread your lease:** Does it give you the clear right to sublet (tenant leases the property to someone else, but transfers less than all of the rights as stipulated under the original lease)? Many landlords reserve the right to approve these new tenants; however, most will cooperate if you acknowledge your legal obligation for the full term of the original lease. This means you will be obligated to pay rent if your sub-tenant fails to pay rent.

Once you’ve found some responsible person(s) to take over your place, draw up a simple written agreement. It should explain that he/she, as a sub-tenant, is bound to the terms of the original lease. It should be signed by everyone involved, including your landlord. It would then be advisable to have it notarized. Even if he/she is your best friend, get a security deposit. Ask for a deposit equal to yours; (you shouldn’t settle for one which is less than half the amount of yours.) Before leaving, prepare a checklist for the condition of the rental unit as described earlier. Make sure that the written agreement that you signed with the sub-tenant spells out where, when, the amount, and how to pay the rent.

### General Advice:

There are many “dos” and “don’ts” when living in a rental. Use common sense and consideration and you’ll be right most of the time. However, to save you from future aggravations, try to remember the following hints:

1. Make sure you have all your obligations in writing, and then make sure that you meet these obligations. **You are now legally responsible.**
2. Don’t withhold rent in protest without making sure you aren’t subject to eviction. You may take other action if the landlord is not meeting the terms of the lease, but you are still obligated to meet your part of the obligation.
3. Save all cancelled checks for rent and security payments. Put these in a safe place along with a copy of the lease. Always pay your rent by check or money order....never by cash!
4. In a situation involving a number of tenants, make sure that all people are meeting their financial obligations. Pay the rent in one check to insure that no one fails behind.
5. Be careful not to have prolonged guests in the rental unit. This could get you in trouble. If five people want to live together, don’t play the game of having only four of them sign the lease.
6. Keep your place locked and don’t hand out keys to anyone else.

7. Find out how to hang pictures, etc., and what alterations the landlord will permit. This can save you money when you move out.
8. Keep your place neat and clean. This will ensure that you'll get more of your security deposit back.
9. Hints on saving on the electric bill and conserving natural resources:
  - a. Keep the refrigerator defrosted.
  - b. If you have a dishwasher, run it only when it is completely full.
  - c. Don't leave the lights on when you're out of a room or out of the house.
  - d. Air conditioners are nice, but closing drapes may work almost as well.

## **ENDING TENANCY**

Since every tenant will eventually terminate tenancy, it is important to understand the proper procedures for termination. Both the landlord and the tenant must follow the prescribed notice procedure when terminating tenancy.

### **Voluntary Termination Under a Written Agreement**

Under a written lease, a beginning and ending date is usually established at the time the lease is negotiated. Consequently, the tenancy simply expires on the ending date without notice on the part of either the landlord or the tenant.

However, many leases contain an automatic renewal clause. As the term of tenancy nears completion, the landlord must send the tenant notice that the lease will be renewed 15-30 days prior to the designed notice period. This notice protects the tenant by calling attention to the leases' automatic renewal. Unless the tenant notifies the landlord that he/she is planning to terminate the tenancy at the end of the current term, the lease will be extended for another term. Thus, under a written lease, if the tenant wants to terminate the tenancy at the end of the term, the tenant must simply give the landlord proper notice in writing. Keep a copy for your records.

### **Voluntary Termination Under an Oral Agreement**

Tenants usually terminate oral agreements by giving the landlord proper notice of termination one full term (usually 30 days) before departure. The landlord must receive this notice before the last term begins. Put this in writing and keep a copy.

A second method of terminating the oral agreement is to negotiate a date of termination agreeable to both landlord and tenant. This agreement may be reached at any time during the leasing relationship. If possible, try to obtain the agreement in writing or have it witnessed by a third party. Make certain that everyone understands all aspects of the agreement. Once a termination date has been accepted by all parties, no further notice is necessary.

## **Involuntary Termination- EVICTION**

Normally, a landlord must give 30 days' notice (one payment period) to terminate a month-to-month tenancy or to request a mutual breaking of a written lease. However, in some circumstances a tenant may be evicted in less than 30 days. When a landlord wants a tenant out in less than 30 days and the tenant wants to stay, the landlord must obtain a court-ordered eviction through a Summary Proceeding. This is the only legal method of eviction. Don't be intimidated by verbal threats or official-looking notices drawn up by a landlord; these will not stand up legally.

Eviction proceedings may be initiated by the landlord when a tenant remains in possession of the landlord's property, refuses to pay, or defaults on the rent or other assessments he or she has agreed to pay, or uses the premises for illegal purposes. A petition must be served to the tenant stating the date, time and place of the hearing. This petition may be served personally, left "nailed" to the door, or left with a person of suitable age as long as an additional copy is mailed by certified mail. If the tenant fails to show up for the hearing, he/she loses automatically. Although the tenant need not be represented by a lawyer, having one might be helpful. Call the Student Activity Association's lawyer (570-422-3291) for legal advice.

If the eviction proceedings are based on non-payment of rent, the landlord must first demand the rent from the tenant. If, after three days the rent is not paid, the landlord may begin proceedings. The tenant can raise defenses to the effect that he/she doesn't owe rent. This may be due to the tenant's entitlement to rent deduction, withholding of rent due to lack of repairs, or debts that would cancel out the landlord's claim. If the amount of rent is in dispute, or if the rent is withheld, the court may require that it be paid to the court or put in escrow. If the landlord delays for about six months in bringing a non-payment proceeding, the tenant can argue that the landlord can certainly sue for only the past three or four months. If the situation has gone this far, a lawyer should be consulted.

If the court makes a judgment for eviction, this can include making the tenant pay the rent owed, plus any attorney fees and/or the cost of repairs if the lease provides that these charges are to be considered as rent. On the other hand, if the lease provides that the landlord would be entitled to attorney's fees, and the tenant wins the hearing, the tenant would be entitled to attorney's fees from the landlord.

If an eviction judgment is granted, the court will issue a Warrant of Eviction which is usually served by the County Sheriff within 72 hours; the tenant's belongings will then be removed and put into storage (the tenant is responsible for the cost of this storage).

Eviction proceedings are usually complex and unpleasant experiences that involve much time, energy, and expense. They are inconvenient to both the tenant and the landlord. The best way to avoid such an experience is to choose a suitable apartment, negotiate an acceptable lease agreement, and fulfill your legal responsibilities.

## Negotiating an Early End to a Lease "Breaking the Lease"

If you are forced to terminate the lease prior to the original term, you should approach the landlord as early as possible and discuss the matter with him/her. You may terminate the lease early if it is agreeable to the landlord, but you might be held liable for all future payments unless other tenants are found. Make sure you check the provisions regarding such termination in the lease. Any agreement by the landlord to terminate the lease early should be put in writing.

Even if you feel the landlord has violated the lease, we strongly suggest that you consult a lawyer before breaking the lease. If your landlord has committed a substantial breach of contract, or has violated local, state, or federal laws, you should be able to break your lease legally. (However, failure to repair a broken toilet seat is not a substantial breach of contract.)

## Forfeiture of Deposit

A deposit may only be used to compensate a landlord for loss or damages actually sustained. Therefore, a requirement to pay an unreasonably large amount for the tenant's breach of contract will not be enforced by the courts. Forfeiture of your deposit may be deemed an unreasonable amount to pay if/when it exceeds the landlord's actual damages. To prevent against an unwarranted claim for damages, it is advised you walk through the premises with the landlord and have the landlord sign off on the condition of the premises, using the checklist you signed when moving in.

## Last-Minute Details

In order to save yourself some time and money, you should do the following things before vacating the rental unit:

1. Always give at least 30 days notice, regardless of what type of lease you have.
2. Ask your landlord what he/she expects of you.
3. Arrange enough time to clean the place. If you don't clean up, the landlord may charge you as much as twenty or twenty-five dollars an hour for cleaning.
4. Insist upon a landlord inspection with all of your roommates present. Use the inventory check list you signed when you moved in as a guide.
5. If there are any charges for cleaning or repairs, insist upon an itemized list of these costs.
6. Contact utilities in your name in writing to stop service. Leave your forwarding address with the business office so that they can send the final bill to you, or mail you any deposit that is due to you.
7. Return all keys personally.
8. Leave a forwarding address with the landlord and the Post Office.

## **ORDINANCES, RIGHTS AND RESPONSIBILITIES**

## Landlord's Responsibility or Tenant Rights and Remedies

Historically, state law required the tenant to inspect the premises up for rent, and unless the landlord agreed to make repairs, take the premises in the condition that it was in at the time. However, recent Pennsylvania court decisions have established that when a landlord rents a residence, he/she has promised the tenant that the dwelling is in a safe, sanitary, and livable condition and that it will be kept that way during the time the tenant rents the premises. The following paragraphs outline these developments.

As a tenant you have a right to a safe and sanitary dwelling. Your landlord is obligated, under a doctrine known as implied warranty of habitability, to provide you with a safe and sanitary dwelling in exchange for the rent you pay. A breach of the warranty of implied habitability occurs anytime a defect happens that renders the premises uninhabitable. Leaky roofs, insect infestation, leaky pipes and toilets, and dangerous floors and steps constitute unsafe and unsanitary defects which could render a dwelling uninhabitable.

Should you find your dwelling uninhabitable, you have three possible remedies:

1. to vacate the premises.
2. to withhold rent to force your landlord to make the needed repairs.
3. to make the repairs yourself and deduct the costs of the repairs from your rent.

The use of any of the above-stated remedies is subject to numerous conditions which you as a tenant must fulfill.

### Withholding

Depending upon the nature of the defect, you may withhold all or a portion of your rent. The amount of rent withheld should equal the reduction in usefulness of the premises to you because of the defect. You need not be exact in calculating the percentage of reduced use. However, your calculations must be made in a reasonable and good faith fashion. You may withhold rent, if you adhere to the following conditions:

1. The defect must be one that causes the premises to be unsafe or unsanitary, i.e., uninhabitable.
2. You must submit a written demand to your landlord to make the repairs. Your notice to the landlord should include a description of the defect.
3. After you have given your landlord written notice, you must give the landlord a reasonable amount of time in which to make the repairs. There is no fixed definition of what constitutes a reasonable amount of time. The nature of the defect should therefore guide you in determining how long to wait.
4. The landlord must have failed to make the demanded repairs.

### Deductions

You may make deductions from your monthly rent payments for the cost of any repairs you have made at your expense to make your dwelling habitable. The exercise of this right is subject to the following conditions:

1. Prior to making repairs and deducting the cost from your rent, you must give your landlord written notice of your intentions. This notice must provide the landlord with a description of the defect and must advise the landlord of your intention to make the repairs yourself, and to deduct the cost from your rent if he/she does not make repairs within a reasonable time.
2. The landlord must have failed to make the requested repairs.
3. You must have expended monies for repairs. Get receipts and keep them.
4. The costs of repairs must be reasonable. In no event can the costs of repairs exceed the total amount of rent due for the term of the lease.

### Constructive Eviction

If your dwelling is uninhabitable you may treat the lease as having been breached by your landlord and vacate the premises. It is worth noting again that an uninhabitable dwelling is considered to be one which is either unsafe or unsanitary, or both. If this remedy is considered, it would be prudent to provide the landlord with notice and opportunity to correct any defect. Landlord breach of the implied warranty of habitability is a defense against a landlord suit brought because you have exercised your remedies. However, if you are sued by your landlord, the burden of proof falls on you to prove that the premises are uninhabitable. You must also show the court that you have complied with all the requisite conditions for exercise of your selected remedy. If you meet your burden of proof, the court will not enter judgment against you. It is therefore important to keep copies of all written documents, including receipts.

If your landlord sues you, you may bring a counterclaim against him/her under limited circumstances. This ordinarily occurs when a tenant has made repairs but has not withheld or deducted the costs of such repairs. The source of the damages to pay a counterclaim judgment would come from the past rents you have paid the landlord. You should also know that the court can require you to deposit withheld rent in an escrow account.

**It is advisable to have the services of an attorney when you begin to anticipate trouble.** An attorney can advise you whether or not your dwelling is uninhabitable. If an attorney advises you that your dwelling is uninhabitable, he/she can provide you with guidance in the selection and proper exercise of available remedies. Of course, should you be sued by your landlord because you have exercised your remedies, the retention of legal counsel would be highly desirable. If you are unable to afford a private attorney, then you should locate the nearest legal services agency for help or call the Student Activity Association's attorney at 570-422-3291.

### Housing Codes

East Stroudsburg and Stroudsburg boroughs have housing codes which regulate matters regarding the suitability of housing. Their Codes Offices are charged with enforcing these standards. You should contact the local Codes Officer if your landlord is negligent about taking care of a major problem. Contact information for Codes Offices follows at the end of this section.

Some of the other local townships in the area do not have housing codes and, therefore, enforcement of certain housing standards upon a landlord can be difficult. A telephone call to a local government official, such as a township supervisor, may get you some assistance.

### Zoning Ordinances

There are specific laws in East Stroudsburg and Stroudsburg concerning what use a property owner can make of his/her building. As mentioned earlier, most of East Stroudsburg is "zoned" so that no more than two unrelated persons can legally share the expense of renting a housing unit. Currently, Stroudsburg's ordinance permits up to four unrelated persons to reside together in a single dwelling unit. It is strongly suggested that you ask a potential landlord to show you a Zoning Office Certificate which outlines the approved use of the rental. Alternatively, you can call the Codes Office to determine whether or not the apartment or house can be legally rented to you for the purpose you intend. This may also be necessary if you are intending to rent a room in a home, since the ordinances restrict the locations in which a rooming house may exist.

### Tenant's Responsibilities

A tenant's primary responsibility is to abide by the terms of the lease or agreement with the landlord. Always try to pay your rent on time. This will help you in establishing a good credit rating.

It is important to be a good, considerate neighbor, and it pays to be friendly with your neighbors. Keep your place clean and orderly. Respect other people's need for privacy and for a restful night's sleep. Good relationships between students and community members benefits both the University, its members and the surrounding community.

## IMPORTANT TELEPHONE NUMBERS

***(Numbers are in the 570 area code unless otherwise indicated)***

### STUDENT SUPPORT:

Student Activities Association.....422-3556/3291

### HEALTH/MEDICAL FACILITIES/EMERGENCY:

Ambulance..... 911

Fire Department..... 911

Pocono Medical Center.....421-4000  
University Health Services..... 422-3804/3553

**POLICE DEPARTMENTS:**

Sheriff of Monroe County.....570-517-3312  
State Police (Rt. 611, Swiftwater).....570-000-1111  
Stroud Area Regional Police Dept.....421-6800

**CODES OFFICES:**

East Stroudsburg.....421-8300  
Stroudsburg.....421-5444

**LEGAL CONSULTATION:**

Human Relations Commission (Harrisburg Region).....717-787-9784  
Legal Services of Northeastern Pa.....424-5338  
Student Activities Association – Attorney.....424-3291

**Blue Ridge Communications (Cable TV).....421-0780**

**APPENDIX I**

CHECK LIST OF APARTMENT CONDITIONS

Apartment Building\_\_\_\_\_

Apt.#\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name of Landlord:

\_\_\_\_\_

Name(s) of Tenant(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) of Inspection(s):

In: \_\_\_\_\_

Out: \_\_\_\_\_

CONDITION  
MOVING IN

CONDITION  
MOVING OUT

ITEM

**BEDROOM**

Paint

Walls

Ceiling

Carpet or Floor

Curtains

Bed Frame

Mattress

Dresser

Closet

Light Fixtures

Floor Lamps

Chairs

Other

**BATHROOM**

Paint

Walls

Ceiling

Bathtub

Faucets

Sink

Shower

Toilets

Light Fixture

Shower Curtain

Towel Rack

Carpet or Floor

Other

**LIVING ROOM**

Paint

Walls		
Ceiling		
Carpet or Floor		
Curtains		
Light Fixtures		
Sofa		
Chairs		
Coffee Table		

CONDITION  
MOVING IN

CONDITON  
MOVING OUT

Bookcase		
Desk		
Floor Lamps		
Other		

### **KITCHEN**

Refrigerator		
Stove		
Burners		
Oven		
Cabinets		
Paint		
Walls		
Ceiling		
Carpet or Floor		
Curtains		
Light Fixture		
Table		
Chairs		
Sink		
Garbage Disposal		
Dishwasher		
Windows		
Screens		
Doors		
Smoke Detectors		
Fire extinguisher		
Other		

*Approval at Check-In:*

Signature(s) of Tenant(s)

Date

---

Signature of Landlord

Date

*Approval at Check-Out:*

---

Signature(s) Tenant(s)

Date

---

Signature of Landlord

Date

## **APPENDIX II**

### **SAMPLE LEASE**

This document contains reasonable protection for the landlords and the tenants/students and is written in a manner easily understood. It may be used as a good, workable, Standard Lease.

#### **1. Parties**

The parties to this Agreement are

---

hereinafter called "Landlord," and

---

hereinafter called "Tenant." If

Landlord is the agent of the owner of said property, the owner's name and address is:

---

---

---

#### **2. Property**

Landlord hereby leases the following property to Tenant for the term of this Agreement:

(a) the real property known as

---

(b) the following furniture and appliances on said property:

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---

---

---

3. Term

The term of this Agreement shall be for

Beginning on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
on \_\_\_\_\_.

4. Rent

The total rental for said property shall be \$\_\_\_\_\_ to be paid monthly in amounts of \$\_\_\_\_\_, due and payable on the \_\_\_\_\_ day of each month.

5. Utilities

Landlord agrees to furnish the following services and/or utilities: ( ) Electricity, ( ) Gas, ( ) Garbage Collection/Trash Removal, ( ) Water, and ( )\_\_\_\_\_.

6. Deposits

Tenant will pay the following deposits and/or fees and the terms of refund are:

---

---

In Addition It Is Agreed:

7. Tenant shall not lease or sublease nor assign the premises without the written consent of the Landlord (but this consent shall not be withheld unreasonably).

8. Landlord may enter the premises at reasonable times for the purposes of inspection, maintenance or repair, and to show the premises to buyers or prospective tenants. In all instances, except those of emergency or abandonment, the Landlord shall give the Tenant reasonable notice (at least one day) prior to such an entry.

9. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the Landlord.

10. Landlord agrees to maintain regularly the building and grounds in a clean, orderly, and neat manner. Landlord further agrees, upon notice by Tenant, to complete within

a reasonable time, all necessary repairs, including those of appliances and utilities that are furnished with the premises.

11. 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.

12. 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.

Any waiver or modification of the conditions of this Agreement shall be in writing and mutually agreed upon.

Any holding over after the termination of this Lease shall be construed as creating a month-to-month tenancy.

Additional Terms:

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We, the undersigned, agree to this Lease:

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[illegible]

[illegible]

