



The Keys to a Successful Off-Campus Experience

Checklist for the Smart Tenant

1. REVIEW YOUR LEASE CAREFULLY

Make sure you understand the terms, your rights and your obligations. REVIEW ALL THE RIDERS ATTACHED TO THE LEASE, if any. The clauses outlined in your rider supercede the terms of your lease. According to the *Plain Language Consumer Contract Act*, all residential leases after July 1994 must be written, organized and designed so that they are easily read and understood by consumers. A lease that is easy to understand is not necessarily a fair lease. Certain leases still contain unfair, illegal clauses or ask tenants to waive consumer rights. **Remember:** The terms of a lease can often be negotiated and the best time to negotiate is before signing. Many leases contain outdated, unfair and even illegal clauses. The Penn Consumers Board Lease and Lease #78 (part I and II) are fair leases; they protect your rights as a tenant. If you live in University City ask your landlord to attach the University of Pennsylvania OCL Rider to the lease. Also remember that in case you change your mind about renting a place after you have already paid a deposit to the property owner/manager to hold the rental for you, the deposit is, in most cases, non-refundable unless otherwise stated or agreed upon in writing. As the rental market is getting tighter, you will find that landlords are unwilling to negotiate the terms of the lease. Even if that is the case, you should know that you have the right to a safe, habitable place and the law offers you some protection, regardless of the unfair clauses of your lease.

2. INCLUDE THE LIST OF NEEDED REPAIRS IN YOUR LEASE

Give a target completion date for each repair. If the landlord fails to make the repairs specified in the lease he/she is in breach of the lease. Remember: oral promises are not legally binding. The written document is.

3. INSPECT THE PREMISES AGAIN AFTER MOVE-IN

Make a list documenting the condition of the apartment -- pre-existing damages that do not necessarily require fixing but that need to be brought to the attention of your landlord, so you will not be held responsible for them at the end of your lease. Mail this list to your landlord by certified mail, return receipt requested, and keep a copy for your records. At the termination of your lease, do a similar inspection of the premises, preferably with the property owner or manager. In this way you will make sure your security deposit is returned to you if you have not done damage to the premises. **Remember:** You are responsible for leaving the apartment in the same condition you found it at the beginning of the lease, normal wear and tear excepted.

4. IF YOU HAVE SAFETY CONCERNS REGARDING YOUR APARTMENT

Talk to your landlord first. If your landlord is not responsive, contact the crime prevention officer of your police district and have a free safety audit of your residence. For the University City area, call Officer Sherry McDaniels of the 18th Police District, at 215-243-0667, to set up an appointment. The result of the audit and the police recommendations should then be forwarded to the property owner/manager in writing (certified mail, return receipt requested). More often than not, property owners/managers will implement recommendations made by the police. If you need assistance with follow-up, call OCH. If you live in other areas, call the Crime Prevention Officer of your Police District and request this service.

5. PURCHASE RENTER'S INSURANCE

Protect your property against theft, fire and other hazards and get liability coverage.

6. COMMUNICATE WITH YOUR PROPERTY OWNER/MANAGER IN WRITING

Regarding serious problems on the premises, lack of heat, needed repairs, and notices of lease renewal/termination – communicate in writing. Send your letters to the property owner/manager by certified mail, return receipt requested, especially when you give notice of termination/renewal of your lease or when you inform him/her of problems in the apartment and request repairs.

7. ROOMMATES

Note that roommates are jointly and severally responsible for the terms of the lease. Translation: If your roommate skips on rent, you may become responsible for paying it.

8. SUBLETTING

Always obtain the landlord's written permission when planning to sublet your apartment.

9. BE A RESPONSIBLE TENANT AND A GOOD NEIGHBOR. REMEMBER, YOU GET WHAT YOU GIVE.

NOTE:

- If you are concerned that there are housing code and fire code violations that endanger your welfare and safety and your landlord does not promptly respond to your concerns, call the Office of Licenses and Inspections (L&I) of the City of Philadelphia. To arrange for a free inspection, call 215-686-2464 or 215-686-2465.
- For housing related questions, call our office. We will work with you to the best of our abilities and may consult with the Drexel OCH staff, as they are familiar with the landlord-tenant laws in the state of Pennsylvania and with the City of Philadelphia rules and regulations. If we cannot answer your questions we will try to make an appropriate referral.

*Special Thanks to the University Of Pennsylvania Office of Off-Campus Living
for the information contained in this document.*