

Off-Campus Housing



Finding the right place for you to live in Shippensburg

Linking You to Your Community

It is important for you to be a responsible citizen in the community. Respect other's property as you are a temporary resident of the community where others live, work, and raise their families. Take into consideration that you live in a community with neighbors who may or may not be students of Shippensburg University. Your neighbors have likely lived in the neighborhood long before you arrived. It is important that you respect their rights. Being a good neighbor will improve living conditions for all concerned. Always be friendly and establish a good relationship with the people in the community.

Making the Right Choice

There are a variety of off-campus facilities where you can live while attending Shippensburg University. These choices include living in an apartment, a house, or a room in a private home. Here are some suggestions that can help in this important selection.

- The Office of the Dean of Students posts up-to-date off-campus rental properties on their web site. **<http://www.ship.edu/~deanstu/OffCampus/>**
- **These residences have not been checked, approved, nor inspected by the university.** Only landlords who have completed and submitted a landlord listing form are placed on the web list.

The Lease

A lease between a landlord and a tenant is an oral or written contract to rent property. Leases detail the responsibilities of each party regarding care and rental of the property.

- **ORAL LEASES** Pennsylvania law permits landlords and tenants to agree verbally on the conditions of occupancy for a rental dwelling. These verbal agreements are termed oral leases and may be made for a period of up to three years. While oral leases can be binding as written agreements, their provisions are much harder to enforce under the law—one person's word against another's.
- **WRITTEN LEASES** Most written leases for residential dwellings encompass a one-year period. The landlord cannot legally raise the rent, unless the lease provides an escalation clause, or change the terms of occupancy so long as the lease is in effect. Unless the tenant breaks a condition of the contract, the landlord cannot rightfully evict the tenant before the conclusion of the lease period. Conversely, a tenant is obligated to pay rent for the full lease period and abide by all the provisions of the agreement provided that the landlord does not ignore his/her legal responsibilities.

What to Ask the Landlord before the Lease is Signed

Rent: What is the amount and when is it due? Is there a penalty for late payments? Does rent include electricity, water, gas, and/or phone? Can rent be increased and under what conditions? To whom and where is rent to be paid? Who's responsible if your roommate doesn't pay his/her rent?

Term of conduct: When can you move in? How much notice is required to extend or cancel the lease? Under what conditions, if any, can you break the contract without penalty?

Deposits: What is the amount and what is it for? Conditions for refund? Date of return? To whom do I give written notice of where to return my deposit?

Damages: Are inventory or inspection forms to be completed before you move in? How are damages assessed? Who is responsible for repairs? Are painting or other changes allowed?

Services: What services are provided: Parking? Security? Laundry? Cleaning? Trash Collection?

Inspection: When, by whom, and how much notice? When was the last fire inspection?

Restrictions: Rules about noise, pets, parties, alcohol? Electrical appliances?

Change in occupancy: If the landlord rents to a group of students, what happens if one person in the group wishes to leave? Who is then responsible for rent? For damage? What about a replacement tenant?

Number of occupants: What is the maximum, minimum?

Length of occupancy: How long? (Recommend at least per semester)

Subletting: Is it permitted? Under what conditions? Assignment?

Giving notice: How much time is required of both parties? (Recommend in writing to the other party on or before the day that the rent is usually due and then the termination of occupancy to be effective at the end of the rental period. Thirty days if rent is monthly, seven days if rent is weekly.)

Past Occupants: Ask for a list of past occupants for references if possible.

Lease Tips

Tips before the Lease is Signed

- Start looking as soon as possible. The places closest to campus and in the best condition are the first to go.
- Make sure the landlord includes and provides safety and security measures/equipment such as fire extinguishers, smoke detectors, access to fuse boxes, adequate door and window locks, and adequate outdoor lighting.
- Know what utilities you are responsible for paying and their approximate cost per month
- Make sure all electrical appliances work properly. Check all electrical outlets.
- Water should flow freely from faucets and drain properly.
- Know where the landlord can be reached in case of an emergency.
- Realize the various bills you will be paying during the year.

House/Apartment:

Gas/electric/water/sewer/phone/cable

Personal:

Credit Card/Insurance/Transportation/
Food/Entertainment/Tuition/Books/Clothing

- If you are living with roommates, provide home addresses and divide up responsibilities. Who will collect money and pay the various bills? Who is the contact person for the landlord?
- Don't sign anything if there are any blank spaces on the lease.
- Make a list of all areas damaged or in need of repair at the beginning of the lease and attempt to have the landlord sign.
- Take pictures, date them, and attempt to have the landlord sign.
- Save all cancelled checks or obtain all receipts for all your rental and utility payments. Pay the rent in one total sum each month.

You may want renter's insurance, but first check with your family's homeowner policy to see if you are covered. If not, ask the landlord if they have insurance for the dwelling.

Lease Tips

The Lease Should Contain

- Names and addresses of both the tenant and the landlord (the person who owns the property).
- The length of the lease. Beginning date, ending date.
- An explanation of the rent payment procedure: how much, the date owed, the place to send the payment, any late penalties, and whether the rent can be increased during the lease period.
- Utilities for which you are responsible.
- Who to get in touch with and how to get in touch with them for maintenance.
- A complete list of any regulations your landlord expects you to follow.
- How you can terminate or renew your lease, including any penalty you must pay for breaking the lease.
- The amount of security deposit to be paid.
- Any other mandatory services for which your landlord insists on performing.

Many leases may also contain provisions that:

- Prohibit you from subletting the apartment and from moving without the landlord's consent.
- Permit the landlord to enter the property for inspection, repair, or to show it to potential tenants.
- Prohibit more than the number of people named in the lease from occupying the property.
- Give the landlord the right to collect the total rent for the lease period if you miss one payment.
- Provide for an automatic renewal or termination of the lease if you do not otherwise notify the landlord before the lease's expiration.

Warranty of Habitability

Your landlord is obligated, under a doctrine known as the implied warranty of habitability, to provide you with a safe and sanitary dwelling in exchange for the rent you pay. A breach of this warranty occurs anytime a defect occurs which renders the premises uninhabitable. Leaky roofs, insect infestation, leaky pipes and toilets, and dangerous floors and steps constitute unsafe, unsanitary defects that could render a dwelling uninhabitable. If you feel the apartment or house you rented is uninhabitable and your landlord does not remedy the situation, it is advisable to seek the advice of an attorney or the nearest legal service agency.

BE SURE TO OBTAIN AND KEEP A COPY OF THE SIGNED LEASE

The Lease

Changing the Lease

If you find yourself needing to move out before the term of lease expires, there are few options. The property owner may be entitled to damages.

It is incorrect to think that you are only liable for the amount of your security deposit if you break the lease. According to the terms of the lease, you can be sued for the rent you owe for the remainder of the lease. Many apartment managers and property owners report residents who break their leases to the local Credit Bureau. This could have an impact on your future ability to obtain credit or a new lease elsewhere.

The ways of reducing your risk are:

Negotiate: It may be possible to negotiate with the property owner to allow you to terminate the lease. If you or your property owner reach an agreement, make sure that the agreement is in writing and signed by both parties.

Sublease: A sublease is an agreement in which you rent your apartment to another person with the property owner's permission. Before you consider this alternative, be sure to ask your manager if subleasing is allowed. If subleasing is allowed, you become a sub-manager. You will still be held responsible for the apartment, including damages and rent. You are not entitled to receive your security deposit back until your lease term ends.

Assignment Novation: In a novation you are responsible for finding a person who is willing to lease the apartment. An agreement is made by all parties that states you are no longer liable for the apartment. A new lease is created between the new resident and the property owner, which terminates your lease. If you find a replacement, then you are entitled to your security deposit, less damages and costs, returned within 30 days after moving out. You must leave a written forwarding address to receive your deposit back.

Moving Out

At the required number of days, usually 30, before you plan to move out notify your landlord in writing of your intentions, even if it is before your lease expires.

When you are ready to move out, make an appointment with your manager to jointly inspect the apartment and compare the condition of the unit with a checklist report you made at the beginning of your lease term. If you feel there may be a discrepancy, you may want to take photographs. Be sure to complete a written notice to the landlord and change of address form with the Post Office. You may change your address with the University by completing a change of address card out at the Registrar's Office in Old Main.

Security Deposits

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

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 a 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 or 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 in 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 one-percent fee that the landlord may retain.
- After five years, the landlord cannot increase a security deposit even though the monthly rent may have been increased.

THE STEPS INVOLVED IN GETTING YOUR SECURITY DEPOSIT REFUNDED:

- In order to get the money returned, the tenant must give the landlord a written forwarding address and return the keys to the property.
- Within 30 days after the tenants move out, the landlord must either:
 - Return the security deposit; or,
 - Send the tenant a list of damages, the cost of repairs, and any money remaining from the security deposit.
- 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 then take two approaches:
 - The tenant can sue for double the amount of the security deposit. In this case, the landlord can counterclaim for damages to his/her property which may exceed the amount the tenant claimed.

Security Deposit

Does a Written Lease Have to Be in a Special Form?

No, but it does have to be written in “plain language.” Pennsylvania law requires that all written residential leases be easy to read and understand. For example, there can be no “fine print” and simple everyday words must be used throughout the document. When the lease says that a tenant is to give up certain legal rights, the language used must clearly state what rights are being given up and what could happen to the tenant as a result.

It is a violation of the law for a landlord to require a tenant to sign a lease that does not conform to the plain language law. However, if a tenant does sign a residential lease that is not in plain language, the lease is still effective and the tenant must still abide by all the agreements in the lease. If this happens, the tenant may have the right to bring a suit in court against the landlord for special damages or to prevent enforcement of any provision not written in plain language. (*Pennsylvania Bar Association and Public Affairs Department*)

Lease Terminology

Following are a few terms to help you read a lease or contract:

Aforesaid: Mentioned previously.

Arrears: Overdue rent.

Covenant: Binding agreement, promise.

Independent covenant: You must perform your obligation even if the other party does not.

Dependent covenant: You carry out your obligations on the condition that the other party does also.

Default: To forfeit or lose by omission; to fail to perform a legal obligation.

Demise: To transfer by lease.

Detainer: Withholding another's property against his/her will.

Dispossess: Remove a person from land; the legal action of eviction.

Distrain: Seizure of your property to collect a debt.

Emmure: To take effect.

Eviction: Depriving a person of possession of occupancy.

Constructive eviction: Not actually removing the tenant, but making it impossible for him/her to remain.

Guarantor: One who guarantees to take legal responsibility for another.

Holdover: Retaining possession of rented real estate after the lease term expires, or the landlord demands possession or because of an alleged breach.

Indemnify and hold harmless: To free from any responsibility or liability.

Liable: Legally bound, as to make good any loss or damage that occurs.

Notice to quit: Notification from landlord to tenant ordering tenant off the property (usually 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 first day of the rental period).

Parties to a lease: Those who agree to abide by the provisions of a lease.

Possessions: Lawful occupation and use of land.

Sublet, Sublease, Relet: A lease granted by you (lessee) to another party.

Terminology

Fire Safety

If you detect a fire in your place of residence:

- **Alert occupants**
- **Pull the fire alarm**
- **Dial 911**
- **Exit by nearest stairway. Never use elevator.**

If a fire is small you may consider using an extinguisher. Be sure to use the right extinguisher:

- Class A ordinary combustible
- Class B flammable liquids
- Class C energized electrical equipment

For Class A fires use the silver water-filled extinguisher. For Class B & C fires use the red multi-purpose ABC extinguisher. Do not use an extinguisher if the fire spreads beyond its original location or if you are unsure how to use one.

Fire Extinguisher Use: P-A-S-S

P = PULL... Pull the pin.

A = AIM... Aim the extinguisher nozzle at the base of the fire.

S = SQUEEZE... Squeeze or press the handle.

S = SWEEP... Sweep from side to side at the base of the fire until it goes out.

After using a fire extinguisher, be sure to notify the landlord so that the extinguisher is recharged.

Fire Safety

Tips for fire safety:

- Never tamper with or obstruct a smoke detector. Keep batteries fresh and replace annually.
- Have a prepared plan of escape and practice it. Learn the locations of the fire exits in buildings. Know at least two ways out.
- Never leave a candle unattended, or fall asleep with one lit.
- Never smoke in bed.
- Drinking and smoking alone, especially at night, don't mix. This is the **#1 cause of fatal fires**.
- Keep space heaters 3 feet from anything flammable. Turn off when asleep and out of home.
- Fuse boxes protect you from fire; don't tamper with them or use fuses of an improper size.
- Do not overload extension cords. Replace all frayed or cracked cords.
- When cooking, do not leave food unattended.
- Do not use water on grease fires. Remove from heat and cover the pan.
- Keep a fire extinguisher near your kitchen and bedroom areas.
- Where a rental dwelling is occupied by a person who is deaf or hearing impaired, a smoke detector, upon written request of the occupant, shall be installed by the lessor/sublessor, which when activated provides a light signal sufficient to warn the deaf or hearing impaired individual.
- Please check the safety codes for your local municipality.

Maintenance: The landlord usually is responsible for repair or replacement of all detectors within a dwelling.

Inspections: Fire companies will do inspections upon request as a service.

Municipality: Southampton Cumberland/Shippensburg Township
Vigilant Hose Company
717-532-2345

Municipality: Shippensburg Borough
717-532-2147

Municipality: Southampton Franklin
West End Fire and Rescue
717-532-5555

Cumberland Valley Hose Company
717-532-5353

Fire Safety

Phone Numbers

- **Cable Service:** 717-263-8591 or 800-995-6545
 - **Electric Service:** GPU Energy, 800-736-3532
 - **Natural Gas Service:** Penn Fuel Gas, Inc., 717-762-1511
 - **Local Phone Service:** Sprint, Phone 800-829-8009
 - **Sewer and Water Service:** Shippensburg Borough Authority, 717-532-2147
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- **Local Bus Service:** Raider Regional Transit Office, 717-530-8891
 - **Campus Police:** On Campus, 717-477-1444
 - **Cub Information Desk:** On Campus, 717-477-1693
 - **Pennsylvania Dept of Consumer Protection:** Consumer Fraud, 717-787-7109
 - **Cumberland County Housing Authority:** Carlisle, 717-249-1315
 - **Franklin County Housing Authority:** Chambersburg, 717-263-2021
 - **Shippensburg Housing Authority:** Shippensburg, 717-532-8805

Where to Find Places to Live

1. **Newspapers**
 - *Shippensburg Sentinel*
 - *The News Chronicle* (Shippensburg, Tuesday & Friday)
 - *The Slate* (During Fall and Spring semesters)
 - *Public Opinion* (Chambersburg)
 - *The Patriot* (Harrisburg)
2. **Apartment or House Management/Landlord**
3. **Dean of Students Office Web Site**
<http://www.ship.edu/~deanstu/>
 - Listings of current available landlords
 - Possible housing options
 - Further advice pertaining to this booklet
4. **Real Estate Agent**
5. **Friends**
This is the most common way most students find available places.

Resources

Community Ordinances

When renting an apartment or house you assume the responsibility of living in the community and this means that you must live by the laws established by the township and borough.

1. A landlord may not rent a facility without a valid rental license. This license may be obtained from the owner of the building. It must be displayed at all times.
2. Shippensburg Borough and Township are zoned into various districts. Check at the borough office regarding the number of occupants for your housing area.
3. Noise may be considered a disturbance in the neighborhood and you can be fined and/or arrested for disturbing the peace or violating a noise ordinance.
4. To provide the people of Shippensburg Borough and Township with a safe, clean, and healthy environment, the nuisance ordinance prohibits the accumulation of abandoned vehicles, brush, trash, or other debris. It also regulates the use or storage of appliances and upholstered furniture on property exteriors; dangerous structures; and sunbathing on porch and house roofs.

For questions regarding ordinances, please call the Shippensburg Borough 532-2147 or Shippensburg Township 532-7137.

Borough refuse is collected on one of the following days Monday, Tuesday, Thursday, or Friday beginning at 4:00 a.m.

All Borough residents are required to recycle by removing the following items from their garbage:

1. Aluminum, steel, and bi-metal cans
2. Clear, green and amber glass
3. Newspaper

The Pennsylvania Human Relations Act

IT IS UNLAWFUL TO: Engage in practices which attempt to induce the listing, sale or other transaction, or discourage the purchase or lease of housing or commercial property by making direct or indirect references to the present or future composition of the neighborhood in which such a facility is located with respect to RACE, COLOR, RELIGION, SEX, ANCESTRY, NATIONAL ORIGIN, HANDICAP, DISABILITY, OR GUIDE OR SUPPORT ANIMAL DEPENDENCY.

For further information, write, phone or visit the Pennsylvania Human Relations Commission Headquarters Office: Executive House, 101 S. 2nd Street, Suite 300. PO Box 3145. Harrisburg, PA 17105-3145. (717) 787-4410.

To file a complaint contact the Regional Office

Legal Services, Inc.
Carlisle, PA
530-5866

Harrisburg
3405 N. Sixth Street
Harrisburg, PA 17110
(717) 787-9780

Legal Services, Inc.
Chambersburg, PA
264-5354

Ordinances and Rights

