

# PREPARED RENTERS PROGRAM

P R E P



Self Determination  
Housing of PA





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# Chapter One

## Renting Fundamentals

Everyone who participates in the Prepared Renter Program (PREP) has one thing in common; the desire to find an affordable home that meets their needs. Each participant is unique and brings to the program different skills and life experiences. Whatever your situation, PREP is designed to prepare you for all aspects of the rental process. Let's start by reviewing some terms that are commonly used when people talk about housing.

### **Rental Terms**

Like anything else, people involved with real estate or renting have their own vocabulary. The terms that are used with apartment rentals may vary depending on your situation or even where you live. You probably know that rent means the amount of money you are expected to pay each month for the right to live in the property. If you find terms you don't know, check the glossary for an explanation.

### **What is a person called who rents housing?**

There are many common terms used to describe a person who pays rent to occupy another person's property for a fixed amount of time. The most common term used is renter. If you live in a large apartment complex you may be referred to as a resident. You may also be referred to as a tenant or lessee.

### **A Lease**

Most places that you may want to rent will ask you to sign a lease. Exactly what is a lease? A lease is a binding agreement (or legal contract) between tenant and landlord. In general terms, the lease specifies information like: the length of time a tenant may live in a rental unit, the amount of rent that a tenant must pay, and who is responsible for the utilities. It also gives the tenant and the landlord certain rights if the conditions of the lease are violated. If your landlord does not provide what is agreed upon in the lease, you have the right to take certain legal action. In turn if you do not pay rent or meet other obligations of the lease, a landlord can begin the eviction process and file a legal claim with the magistrate for damages.

### **Fees and Payments**

When applying for an apartment you may be asked to pay fees or deposits. You may have to pay an application fee of \$25–\$50 to cover costs associated with credit and criminal history reports. In addition to paying rent, you may be asked to make other payments or deposits. A deposit is the amount of money required by the landlord in case damage occurs while you live in the unit. One type of deposit is a security deposit, usually equal to one month's rent. In addition, a damage or pet deposit may be required.

There are often local groups that can provide money for security deposits or the first month's rent. Who you will need to contact depends on where you live?

## **Who do you pay rent to?**

Rental properties can be owned and operated in several different ways. People most often refer to the person who they pay their rent to as a landlord or property manager. It is important to be aware that people who own rental property do not all operate their rental business in the same way. Some are subject to government regulations and others are not. Some also receive funding to help make rents more affordable. In future chapters we will talk about what may be the advantages and disadvantages of renting from the different types of property owners. For now, it is only necessary to understand the basic types of rentals.

Large private rentals – Generally known as “market rate” or conventional housing, these may be operated by landlords who rent property as a business for their own profit. The company may own multiple complexes with hundreds of rental units and employ many people to operate them.

Small private rentals – A landlord may be a local businessman person who owns several rental units, or an individual who owns one apartment. Small private rentals may also be operated as a business for profit.

Public Housing – This type of housing is operated by a government entity such as a city, county, or state public housing authority. Often the rents are subsidized, making them more affordable to the tenant.

Government Subsidized Housing – This type of housing is generally financed with government money and the rents are affordable. It is often targeted to serve or provide housing for specific populations such as persons with disabilities or the elderly. Both for-profit and non-profit groups can operate this type of housing.

It is important that before you proceed with PREP you are comfortable with all basic information reviewed in this chapter. Future chapters will provide more detailed information about common rental practices and what is involved in reading and signing a lease.

# Chapter Two

## Preparing to Rent

What is the first step in becoming a prepared renter? Knowing what you can afford. Understanding affordability and knowing how much rent you can afford will influence every part of the rental process. The greater your income, the more options you will have available to you.

### **An affordable rent**

There are many costs other than the rental payment that influences what is affordable for you. The cost of transportation, groceries, utilities, personal debt, even smoking can impact how much rent you can afford. This is why it is important to examine your entire financial picture. A budget will help you determine the amount of rent you can reasonably afford. Having a budget will help you avoid a situation where you are unable to pay all your monthly bills because you are paying too much in rent.

The most common rule is that a person should not spend more than 30% of their income on housing. The 30% rule is not always possible. For example, the amount of money you spend on housing will vary depending on the cost of housing in your area. The more expensive rental housing is in an area, the more likely it is you will have to spend more of your income on housing. Or, the lower your income, the higher percentage you may have to spend on rent. This is why preparing a budget is a critical step in becoming a prepared renter.

### **Preparing your budget**

Preparing a budget to determine how much rent you can afford is simply totaling all your monthly income and then subtracting your monthly expenses. On the next page you will find a simple form that will help you prepare a budget.

To begin, follow these steps:

1. Gather all pay stubs, award letters, and other income information.
2. Find out what all regular monthly payments are, such as child support, car payments, utilities, and credit card debts.
3. Be sure to include annual expenses such as car registrations, inspections, and renters' insurance.
4. Take stock of other expenses such as food, cell phones, cigarettes, and newspapers.
5. Complete the Affordable Rent Worksheet.

## Affordable Rent Worksheet

Income Sources (after taxes)	Monthly Amount
Salary/Wages	
Private Pension	
Social Security	
SSI	
SSDI	
Unemployment Insurance	
Public Assistance	
Alimony (paid to you)	
Child support (paid to you)	
Interest	
Dividends	
SNAP	
Other	
Other	
Total Income	
<b>Multiply total income by .30 = Suggested Affordable Rent</b>	
Monthly Expenses	Monthly Amount
Food (groceries, dining out)	
Transportation – Bus, Train Fare, Gas	
Child Care	
Medical Expenses, Medications	
Insurances (renters, life, auto) – divide by 12 if you paid annually	
Alimony (paid by you)	
Child Support (paid by you)	
Clothing	
Phone	
Electric	
Natural Gas	
Cable TV, Internet Service, Cell Phone	
Other – Cigarettes, Coffee Breaks, Lunch	
<b>Debts</b> – Loans, Credit Cards, (List on back and total if you need more space)	
Other	
Total Expenses	
Summary	
Total Income	
Subtract Total Expenses (-)	
= Amount available for Housing (Compare this number to the Suggested Affordable Rent Above)	

## Rental costs on a local level

Now that you have reviewed your finances, you can begin to figure out what your options are with your current income. This is a good time to learn what the average rental costs are in the area you want to live. You can do this by checking them using online tools such as PAHousingSearch.com, speaking with a realtor, or calling several apartment complexes. You may also want to check the Pennsylvania Housing Finance Agency web site at <http://www.huduser.org/portal/datasets/fmr/> for fair market rent (FMR) averages.

If the suggested 30% of your income is not enough to cover the rental cost, you may need to consider other options. If you are just slightly out of the affordable range you may want to keep looking, consider trying another neighborhood, or another type of unit such as a studio apartment instead of a one bedroom.

If your income is low, you may need to locate subsidized housing to stay within the suggested 30% guideline. Subsidized housing receives federal, state, or other funding to cover part of the rent, making it affordable to persons with lower incomes. This funding can be provided in the form of a voucher that you can use to find private housing (and the subsidy is paid directly to the landlord). One such program is known as the Housing Choice Voucher Program and is administered by county, city, public housing authorities or local non-profit agencies. There is also traditional public housing where a city or county manages rental properties. Additionally, there are privately owned subsidized units that receive government funding to provide affordable apartments.

The availability of subsidized apartments or vouchers and the application process vary greatly statewide. Your PREP trainer will be able to offer specific information about local resources; current housing is available in your area, where to go, and how to apply for a subsidy. Another resource is the Housing and Urban Development (HUD) website <https://www.hud.gov/states/pennsylvania/renting/hawebsites>.

It is important to remember that renting is a business transaction and a lease is a binding legal agreement. You may love a certain apartment or location but if you struggle to pay the rent, you may need to consider other options. In addition, be aware of all other costs associated with living in a certain location such as transportation, taxes, and utilities before you sign a lease. The best time to think about these costs is before you begin to look for a place to live.



# Chapter Three

## Understanding Your Personal History

Everything you do in your life, both good and bad, combines to create your own unique personal history. Some past experiences may help you become a renter while others may make it more difficult. In this chapter you will identify some of those experiences and use that information to create a plan. We call this plan your “proactive strategy.” Being proactive means, you are thinking ahead and have an idea of how you will react to a situation before it actually happens.

Most landlords want tenants who will take care of their property, pay rent on time, and are good neighbors. Many landlords have said the hardest part of their job is determining who will be a good tenant. One way they decide is by learning about an applicant’s personal history. Some of the tools landlords use to find good renters include: references, credit checks, and criminal history reports. When applying for housing, landlords may also ask you to provide information about landlords you have rented from in the past. You may also be asked to allow your credit or criminal history reports to be reviewed.

The three most commonly requested types of personal history are:

- ✓ Housing History
- ✓ Credit History
- ✓ Criminal History

### **Housing History**

Landlords want to know where you have lived before to find out what kind of tenant you have been. A solid rental history will go a long way to assure a property owner that you will continue to be a good renter in the future. A negative personal rental history may cause landlords to be uncertain if they should rent to you at all. Whatever your housing experience has been, it is important to have a plan before you start to look for housing. Take the time to understand your personal history. Doing this will also help you find people you can use as references and update any information that is incorrect. You can also prepare to answer a landlord’s questions in the most positive light.

### **Housing History – The Proactive Strategy**

This entire program is about being a prepared renter. To reach this goal you need to create a plan to highlight the positive parts of your background and find the best way to move past any negative issues.

**Review your background** – before you can outline a plan, you have to know all of the facts.

- Confirm correct dates of any place you have lived in the past five to ten years.
- Collect current contact information of any previous property managers, landlords, or roommates.
- Contact any previous landlords to let them know you are looking for a place to rent and ask them if they would provide a reference (if practical).
- Enter information on the housing history form.

**Evaluate** – once you have a complete rental history, you can let it guide your plan.

- If you have some positive rental references and a history of being a good tenant don't be quiet about it! Provide as much documentation as possible to a prospective landlord. For example, when talking with them point out that you rented from Mrs. Jones for three years and you always paid your rent on time.
- If you have a mixed history that includes some good and some bad references, do you have a reasonable explanation? Maybe you paid your rent, on time for three years but were injured and got behind or divorced and needed to find a less expensive place. A landlord may be more likely to rent to you if you can show that your difficult situation has improved. For example, you have just returned to work and, with an affordable apartment, will now be able to pay all your bills.
- What if you don't have a 'traditional' history? If you never rented or owned a home, dig deep for anything that can show you've made timely payments. Your rental history can include other living arrangements where you have paid money for housing. Examples include renting a room in a home or having been a boarder. Your rental history can also include having lived in a group home, a long-term care facility, a college dorm, or having been someone's roommate but not named on the lease. All rental history does not need to be traditional to be helpful and can demonstrate to a landlord that you would be a dependable renter.
- What can you do if you have a negative housing history? In this situation, begin by taking responsibility and being honest. You need to demonstrate how you have changed and what lessons you have learned that will make your next rental experience a positive one. Make arrangements or payment plans to settle any outstanding rent or damage costs owed.

## **Credit History**

In the United States there are three major credit reporting agencies that maintain detailed records about an individual's use of credit. Anytime you apply for a credit card, pay bills, or take out a loan, a credit record is created. How you pay your bills, who you have debts with and how much you owe are all monitored and kept on file for several years. Credit reports are used for many things, including applications for employment and insurance. Landlords sometimes use credit reports to predict if a tenant will pay rent on time.

Everyone should have a basic understanding of how credit reporting works. Being informed can prevent someone from taking advantage of you and help you to better manage your money.

- There are three national credit reporting agencies: TransUnion, Equifax, and Experian.
- Information about your credit history can only be shared if you grant permission. You also need to give other identifying information such as a social security number and a date of birth.
- Everyone can get one free copy during a 12-month period of their credit report from each of the three reporting agencies.
- You may also get a free copy of your credit report if you have been denied credit, insurance, employment, or housing. They must provide contact information of the bureau from where the information was obtained and how to request the report.
- You may also purchase as many credit reports as you would like.
- No one can remove correct information from your credit report.
- Information will remain on your report from seven to ten years.
- You can add a comment or explanation to your report if you so desire.
- When you receive a copy of your report, it does not include your FICO score. (A FICO score is a number typically between 300 and 850, based on a person's credit files that represent the likelihood that the person will pay his or her bills). FICO is the best known of several different credit scoring methods.
- There is no quick fix to improve bad credit. Anyone offering current credit repair may be trying to scam you.
- Only timely payments and sensible use of credit can improve your score.

## **Credit History -The Proactive Strategy**

How well do you know your credit history? If you have never tried to finance a major purchase, you may have no idea what is on your report. Before applying for housing, it is well worth getting a copy of your credit report. To become a prepared renter, you need to plan how you are going to handle past credit problems before you apply for housing or meet with a landlord. Don't wait to lose out on the apartment you want because of a surprise on your credit report. Knowing what is on your report can give you time to dispute inaccuracies or establish credit if you have none.

## Obtaining a Credit Report

You have the right to a free credit report from [AnnualCreditReport.com](http://AnnualCreditReport.com) or call 877-322-8228. You can request your free report online, by phone or by mail. Visit [AnnualCreditReport.com](http://AnnualCreditReport.com), call 1-877-322-8228, or fill out the Annual Credit Report request form and mail it to Annual Credit Report Request Service, P.O. Box 105283, Atlanta, GA 30348-5283. No matter how you request your report, you have the option to request all three reports at once or to order one report at a time. By requesting the reports separately, you can monitor your credit more frequently throughout the year. *AnnualCreditReport.com is the only authorized website under federal law for a completely free report.*

Equifax	Experian	TransUnion
1-800-685-1111	1-888-397-3742	1-800-916-8800
<a href="http://www.equifax.com">www.equifax.com</a>	<a href="http://www.experian.com">www.experian.com</a>	<a href="http://www.transunion.com">www.transunion.com</a>

## Review

You have your report. Now what? Begin by reviewing the information on the report

- Make sure it is the correct report.
- Is it your report? Is it your date of birth and social security number?
- Does it list the correct addresses of where you have lived?
- Is the employment information correct?
- Are all the accounts listed yours?

If you find information incorrectly listed, you will need to contact the credit agency. If you find incorrect information you can file a dispute. Once received, the credit agency will investigate and notify you of their findings. Further instructions on how to file a dispute can be found on the report itself or the agency website.

## Evaluate

Once you have reviewed your report you need to understand what it means to a possible landlord. Most property owners are not looking for perfect credit, usually they are just trying to look for any major problems like judgments or a history of not paying bills.

- Your credit report would be considered good if it lists accounts that have been paid on time and there are no records of repeated late payments or accounts that have gone to collections. If you have a report like this, a landlord should have no problem renting to you (as long as you meet the other criteria).
- If you have a report with one or two late payments or problems that date back a few years, a landlord may still rent to you. You may need to demonstrate that you are making payments on time now and past problems have been resolved.
- If you have no traditional credit history, a report may come back saying, "No record found." In this case you will have to demonstrate to a landlord that you have a payment history. Have you ever rented a room in a single home, been someone's roommate but not named on the lease? Have you had a cell phone or paid another monthly bill such as cable TV? Some payments are not reported to credit agencies. Consider offering to show a landlord receipts of timely payments made for several months or more. Records of these payments show a landlord that you will pay your bills on time.

- If you have a credit history that is just plain bad, begin by taking responsibility and being honest. You need to demonstrate how you have changed and what lessons you have learned that will make your next rental experience a positive one. Make arrangements or payment plans to make good on any outstanding rent or damage costs owed.

It is important to remember that not all rental properties require a credit check, so you may still be able to find rental housing if you have poor credit history. Many landlords know to look at the whole picture, not just the report. By understanding your credit report before a landlord requests one, you have shown the landlord you are serious about being a good future renter.

Note that some landlords may require a credit history of all adult household members. Negative credit histories of other people that will live with you may impact the willingness of a landlord to rent to you.

Another time during the rental process that your credit may be evaluated is when you try to obtain utility service such as electric, natural gas, water, or phone service at a new place. It is a good idea to find out what your local companies' policies are before you sign a lease.

## Criminal History

When filling out a rental application it is common to find questions asking whether or not you have a criminal history. If you have never been convicted of a crime, you have nothing to worry about. If you do have a criminal history, it is extremely important to know exactly what your record states. Certain convictions can prevent you from being approved for government subsidized housing. If you are unsure about your criminal record it is suggested that you consider obtaining a copy of your record in the event that an error has been made and someone else's information landed on your report.

By knowing this information before you begin your housing search you can save yourself time and effort by not applying for housing you are not eligible for.

### What convictions exclude you from public housing?

1. Persons evicted for drug-related criminal activity. Admission to public housing is prohibited for three years from the date of eviction if any household member has been evicted from federally assisted housing for drug related criminal activity. Unless:
  - a. The evicted household member who engaged in the activity has successfully completed a supervised drug rehabilitation program by the Public Housing Authority (PHA).
  - b. The circumstances leading to eviction no longer exist (ex: the criminal household member is in prison or has died).
2. If the PHA determines that any household member is engaging in illegal use of drugs.
3. Household members who were convicted of methamphetamine production on the premises of federally assisted housing.
4. Household members subject to the sex offender registration requirement.
5. Household member's drug or alcohol use, or criminal behavior threatens other residents.

## Review

If you are unclear of the exact dates of the occurrence, or the type of offense you were convicted of, you should obtain a copy of your criminal history. You can obtain a copy of your criminal history from the Pennsylvania State Police at the Pennsylvania Access to Criminal History website: <https://epatch.state.pa.us> there is a \$22.00 fee for this service

## Dispositions

Dispositions on most criminal cases can be accessed by reviewing court docket sheets located at the Pennsylvania Judiciary web portal site: <http://ujportal.pacourts.us/DocketSheets.aspx> clicking the help section on this page will provide information as to how to access the public docket sheets. However, public docket sheet information should not be used in place of a criminal history background check, which can only be provided by the Pennsylvania State Police.

## Evaluate

Not all landlords will collect criminal history information. But if you do have a criminal record, you need to determine how this information will influence your rental search. Forming a plan when you have a criminal history is a major effort. Your strategy will be based on what has taken place in your life since you were convicted of the crime. If your crime will keep you out of public housing, focus on finding housing in the private market.

### Some basic advice

- Don't lie – Honesty about your criminal record is important because it is very easy for landlords to research and find out about your past. **An Internet search only takes a few seconds to do.**
- Own your personal story – People will be more likely to rent to you if you have moved on and are progressing with your life. Being realistic, taking responsibility, and not blaming someone else may help you in the long run.
- Accept that this will be difficult – Like most things in life, you are the only one who can help yourself.

What stage are you in your life right now? Were you recently released from prison? Do you have a criminal history but have been able to turn your life around? Or do you have a criminal history and are still trying to make improvements in your life? Each situation has separate challenges.

- *Recently Released* – If you have been released from prison, housing is just one of the many things you are focusing on. Building the foundation for a new life, finding a job, and starting over with few resources may seem impossible but it can be done. At this stage you need to focus on rebuilding previous relationships and forming new relationships. Completing this class, getting a job, and doing volunteer work, can all be part of your strategy to convince a landlord to take a chance and rent to you. Talk to your parole officer, the Forensics Support Staff, or, if it applies, to your case manager to find out which landlords are willing to rent to people with a criminal history.

- *Turned Your Life Around* – If some time has passed since your crime and you have a steady job and/or some good references, you need to highlight the progress you have made. People you may want to consider asking for references can include your employer, clergy, and people you have established relationships with that trust you.
- *Still Struggling* – Sometimes starting over takes more than one try to get it right. Just remember, it is never too late to make improvements in your life. Take what lessons you have learned and use them to move forward with your life. Like those starting out for the first time, you need to build positive relationships to demonstrate that you will be a good tenant.

Being prepared, creating a plan, and becoming proactive means you are taking control of your search for housing. Your meetings with landlords may be more productive because you understand how your personal history affects the rental process.

## **The Internet and Social Media**

Even if you are not a computer savvy person, you probably have heard of Facebook and Google, but what does this have to do with becoming a renter? More and more often, landlords and even employers will search potential applicants' names online before they even return your phone call! If you do not have a computer or smartphone, ask a friend to help or visit a public library and do a search of your own name and see what shows up. What you find may surprise you: anytime you have been mentioned in a newspaper article, won an award, or been arrested can possibly come up, so it is best you know what is online about you.

Other than a basic internet search, someone may also try to look up your profile on sites such as Facebook, Instagram, or even dating websites, so it is important to be aware of what you are posting and use the privacy settings on any public profiles you may have created. Remember, once you post something publicly online, it is all but impossible to remove it.



# Chapter Four

## Putting it All Together: Creating Your PREP Folder

If you have reached this part of the program, you should have an idea of how much you can afford to pay for rent, know how to highlight the positive aspects of your personal history, and have a plan to address any negative issues. Before you begin your search for a new home you will need to collect certain information and documents needed for rental applications. The type of information on most rental applications is standard. You are usually asked to provide proof of your income, references from previous landlords, and photo identification. You will also need this information to create a PREP folder. Creating this folder is one of the most important steps in this program. The PREP folder is a very valuable tool that can even help speed up the rental process. This folder will help you to arrive organized and ready to apply when you find a home you would like to live in.

To begin, you will need to find something to use as your folder. It can be anything from a three ring notebook to a file folder as long as it can keep your information together securely – so it will not be lost or misplaced.

### How to create your PREP folder

The PREP folder is one of the most important parts of this program. If you plan on applying for any type of subsidized housing, you will need to fill out an application and provide all of the information discussed in this chapter. If you skip a section or omit information, you may not be placed on the waiting list until the needed information is provided.

If you do not have the certain documentation such as your social security award letter or personal identification, you will find information on obtaining one in the appendix of this book.

#### A word of caution

When applying for housing, you often need to provide sensitive personal information that can put you at risk for identity theft if it is misplaced or given to the wrong people. **BE CAREFUL** and take the following precautions:

- Once you have created your PREP folder, keep it in a safe, secure place such as a locked file cabinet or strong box.
- Be careful not to lose your folder or leave it unattended.
- Shred or destroy the folder if you no longer need it or do not have a secure place to store it.
- Only provide the information to properties you are seriously interested in.
- If you fill out an application and end up not taking the unit, ask what happens to discarded applications.
- Use this folder to help provide information during the application process. If the application or landlord does not ask for certain information, you do not need to provide it.

The following handouts are designed to help you in filling out a rental application:

- **Basic household data sheet**
  - Combines all the names and social security numbers of household members in one place
- **Financial data sheet**

- Designed to keep track of all sources of income of anyone who will be living with you in one place. Remember if you are applying for subsidized housing, your rental cost is determined by your household income.
- **Reference contact information**
  - A place to keep track of all your previous addresses and landlords.
- **Rental tracking form**
  - A great way to remind you about the properties you have seen and where you have placed rental applications.
- **Checklist**
  - A reminder of all the documentation you will need for the rental process. Just check each step off as you go along!

# Basic Household Data Sheet

Enter basic information about each person who will live with you.

Basic Household Data Sheet			
Full Name			
Date of Birth		Social Security Number	
Full Name			
Date of Birth		Social Security Number	
Full Name			
Date of Birth		Social Security Number	
Full Name			
Date of Birth		Social Security Number	
Full Name			
Date of Birth		Social Security Number	

## Financial Data Sheet

Rental applications sometimes ask for information about income to determine if you can afford to pay the rent. You may also be asked to provide copies of pay stubs or benefit award letters. List below the sources and amounts of income for all members who will live with you in your household and include proof of income in your folder.

Income Source	Name of Household Member			
	1)	2)	3)	4)
Salary/Wages				
Current employer, address, phone				
Social Security				
Pension				
Disability Insurance				
Public Assistance				
Other				
Other				

Income Source	Name of Household Member			
	5)	6)	7)	8)
Salary/Wages				
Current employer, address, phone				
Social Security				
Pension				
Disability Insurance				
Public Assistance				
Other				
Other				

## Asset Information

If applying for subsidized or public housing, you will be asked if you have any assets. Money in bank accounts, investments and/or real estate are considered assets. It is also important to note if you have a representative-payee.

Type of Assets	Bank or Financial Institution Name	Value/ Balance	Account Number	Family Member
Checking Account				
Savings Account				
PAABLE Account				

# Previous Housing References

List below the information about places you have lived. List the contact information of someone who will give you a positive reference.

Dates You Lived in Unit	Address of Property You Lived In	Property Manager or Landlord Contact Information	
		Name Phone	Address

## PREP Checklist

Below is a checklist of all the items you should have in your completed PREP folder. There is a column to enter information for each person who will live with you.

Item needed	Name or initials of Household Member					Comments
Photo Identification						
Birth Certificate						
Social Security Card						
Benefits Award Letter						
Pay Stubs from the Previous 3 Months						
Other Proof of Income Sources						
Basic Information Sheet						
Previous Housing References Sheet						
Financial Information Sheet						
Asset Information Sheet						

# Rental Search Tracking Sheet

[illegible]



Other information you may wish to include in the PREP folder:

- Live-in aide Agreement (Visit [www.phfa.org](http://www.phfa.org) for a sample agreement).
- Name and address of your emergency contact
- Contact information for your place of employment.
- PREP Information/Certificate of Completion.
- Be sure to take along enough money for an Application Fee, typically \$25 - \$50.

# Chapter Five

## Locating Housing

In Chapter Five, it is time to take all that you have learned and use it to find a place to live. In Pennsylvania the type and availability of housing varies greatly statewide. There is no one-size-fits-all way to locate housing. What may work in a rural area might not work in the city or suburbs.

The steps used in Chapter Three to create a proactive plan can also be used to locate housing.

### Review

There are four points to consider before you begin searching for a home:

- **Location** – What affordable neighborhoods do you like best? Do you want to live close to work, family, transportation, or your doctor?
- **Type of home** – What kind of housing will meet your needs? How many bedrooms do you need? Is accessibility an issue? Do you prefer an apartment or a single home?
- **People** – Do you want to live alone or with others? Do you know who you want to live with? Would sharing a home with a roommate make it more affordable?
- **Affordability** – In this program, you have learned how much should be spent on rent based on your income. Make sure that the amount you will be paying for rent takes into consideration all the other factors that can also influence your ability to find an affordable home.

Many of these decisions are related. For example, the number of people that you live with will determine the number of bedrooms needed. The amount of rent you can afford to pay may influence which communities or neighborhoods you should focus your home search. In general, homes in the most desirable, convenient or safe locations are also the most expensive. Housing is sometimes most expensive in large urban areas and the surrounding suburbs. In smaller cities and towns and in rural areas, housing is often more affordable.

## Evaluate

Thinking about these factors is a good place to start. Making a list of what is most important to least important will help you set some priorities. If you are still unsure of your housing needs, you may want to consider working with someone who has housing expertise such as a Housing Counselor. Housing Counselors can help you to complete a Housing Assessment which can help determine what housing will best meet your needs.

## Finding Affordable Options

No matter what your income, it is sometimes difficult to find a home that meets all your needs in the neighborhood where you want to live. A person who receives a fixed income such as SSI may find it especially difficult to live in their neighborhood of first choice. State and local governments understand the critical need to create more affordable housing for all income levels. If you are unable to locate a home you can afford, there may be programs that provide rental subsidies in the area in which you want to live. Find out how you can become informed about these programs by asking your instructor. Even if the program is currently unavailable, you may be able to put your name on the waiting list.

Government Subsidized Housing: There are public subsidies (financial assistance) available in many communities that help make rental housing affordable to persons with low and moderate incomes. There are a number of different government funded programs designed to provide decent, safe, and affordable rental housing for low-income households. The common factor in rental subsidy programs is that the renter pays only 30% of his or her income for housing. The most commonly used rental subsidy programs are:

- Public Housing: This is affordable housing that is owned and operated by a local housing authority. They usually have apartments for families and the elderly and accessible units available for persons with physical disabilities.
- Housing Choice Vouchers (Formerly Section 8): This is a Rental Assistance Program operated by your local public housing authority. Through this program, the government pays the difference between what a person can afford and the actual rent of a housing unit.
- Privately Owned Subsidized Housing: When housing is owned and managed by groups other than government agencies, it is called privately owned. Several different types of organizations may operate this type of housing. The government gives grants, tax credits, or other types of funding to private non-profit or for-profit housing developers. In return, the housing developers charge lower rents to eligible households.

If you are interested in public housing or the housing choice voucher program, contact your local public housing authority. For Privately Owned Subsidized Housing contact the building owner/manager to apply for a rental unit or to be placed on the waiting list.

## Sharing a Home

One way to make your housing more affordable is to consider living with one or more people, sharing the rent and other costs associated with the home. Sharing a home will require compromises, and therefore you should make sure that you are compatible with your roommates.

Sharing works best if you know your potential roommate and agree on basic responsibilities and lifestyles.

If you are considering sharing your home with another person, make sure you know and are comfortable with his/her choices about pets, meals, shopping, cleanliness, guests, and other important topics. You might want to consider a trial period of living together. It is critical to decide how expenses will be divided and what will happen if one person decides to leave.

In some communities you may find groups that sponsor roommate matching programs. Ask your PREP instructor if there is a program near you.

## Availability

In most communities, the demand for safe, accessible, low cost housing is greater than the supply. The type of housing you want may not be available in the neighborhood where you want to live. People sometimes spend years on long waiting lists for government subsidized housing. Others must modify their "wish list" and choose housing that meets some but not all of their desires. If you want subsidized housing, make sure you get your name on waiting lists as soon as possible.

## How Do You Find Rental Housing?

Searching for rental housing begins by knowing what is important to you. Go back to your wish list and look at what you listed as "desired". These are the basic starting places for your search. You should also think about what features are important, such as: air conditioning, a washing machine, or a yard. Often it is hard to find everything you want, so it is important to set your priorities and decide which items are most important and those that you can live without.

You can begin the search for a rental unit in the following ways:

### On-Line Resources:

Many resources are available on the Internet. If you do not have a computer or smartphone, you may be able to use one at a public library or one that belongs to a friend or family member. Once

you have access to the Internet, you can try to locate apartments on some of the following websites:

- A free service to locate housing in Pennsylvania [www.pahousingsearch.com](http://www.pahousingsearch.com)
- Find your local **Housing Authority** at:  
[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/pha/contacts/pa](https://www.hud.gov/program_offices/public_indian_housing/pha/contacts/pa)  
The spaces in this link are actually an underscore ( \_ )  
[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/pha/contacts/pa](https://www.hud.gov/program_offices/public_indian_housing/pha/contacts/pa)
- This is a link you can use to locate a Housing Authority's website:  
<https://www.hud.gov/states/pennsylvania/renting/hawebsites>
- An Affordable Apartment Search through HUD:  
<https://www.hud.gov/states/pennsylvania/renting>
- The **Home Finder** at <http://www.newsontap.org/vacant-accessible-housing-units/> lists accessible available housing units in Philadelphia.
- Apartments.com

#### **Advertisements:**

- Look through the "Apartment Guide" which can often be found in newspaper boxes in some major cities.
- Many people looking for roommates or private landlords may advertise available units on flyers in local coffee shops, libraries, and other community bulletin boards.
- Call the owner or realtor listed in the ad to set up an appointment to see the unit listed. Sometimes listings are for a single apartment, other times they are for a number of properties all managed or owned by the same people. If they have other units of interest to you, arrange to visit all that are appropriate for you. Be flexible and open-minded about the features of each apartment.

#### **Housing Counseling Agencies:**

Many communities have housing counseling agencies that are funded through public programs and provide services at no fee for people seeking help with finding a new home. They can help determine how much rent you can afford and assist in your search for a rental unit.

#### **The Unexpected**

Sometimes you may find an apartment listing when you least expect it! This includes word of mouth, so let co-workers, friends, and family members know you are looking. Try looking at

places like bulletin boards at the grocery store or a laundromat. You never know when you may see a “for rent” sign in a window. Keep a pen and paper to take down information.

## **Working with Landlords and Property Managers**

In Chapter One we discussed the different ways rental properties are owned. Some apartments are publicly owned and receive funding to make the rents affordable. Other properties may be privately owned. Still other rentals may be run by a non-profit group. As you begin to look at properties it is important to understand that places may have different rules and policies depending on how they are owned or funded.

Some landlords may be able to set most of the rules about who is eligible to rent their apartments. This may give you the best opportunity to make a good impression and maybe even convince them to take a chance on renting even if you don’t have the best personal history. Remember to use your proactive strategy to highlight your positive qualities and show you are working to address any negative issues.

Landlords that receive public funding to help make rents affordable such as a housing authority may not be able to bend any rules. When you apply for this type of housing you may meet with a property manager or a rental agent. In this situation, potential tenants are screened and must meet pre-set criteria and regulations set by the government.

## **Viewing the Apartment**

Once you have found one or more places that interest you, the next step is visiting the apartment to see what it looks like. When you visit a rental unit, it is okay to be nosey -- look under sinks, in the closets, turn on the water, flush the toilets, look for ceiling stains that could indicate there is a leaky roof. Take notice of signs of bugs (such as roach motels) or rodents (such as mousetraps, mouse poison, or droppings) and how the owner maintains the property. Ask any questions that come to mind including who pays the utilities and how much they generally cost, who to call for repairs, whether the unit will be painted before it is rented out again, whether pets are allowed and when the unit will be available.

## **It Doesn’t Hurt to Ask**

What if you find a place but it is just a little out of your price range? Or you have enough money for the first and last month’s rent but not the security deposit? Ask a private landlord if they will work with you. For example: *Can I pay you the security deposit over a couple of months? If I shovel my own snow and mow the lawn would you lower the rent a little?* Sometimes they may consider it, sometimes they will say no. But if it works just once for you that is all you need!

## Renting the Unit

If you see a place that appeals to you, meets the items on your priority list, and is in your price range, tell the rental agent or owner that you are interested and would like to submit an application. Consider making a deposit on the unit so that they will not rent the apartment or house to someone else. Usually, this will later be credited towards your security deposit. More information on what to do when it is time to sign the lease can be found in Chapter Six.

## Fair Housing

It is illegal to deny housing to anyone based on their race, color, national origin, religion, gender, familial status or disability. Additionally, in Pennsylvania the Commonwealth protects those age forty and older from discrimination. The U.S. Department of Housing and Urban Development (HUD) enforces the Fair Housing Act and other federal laws that prohibit discrimination. In your search for housing, if you feel that you may have been discriminated against you have certain rights. HUD can provide you with more information or help you file a complaint. You have one year from the time the event occurred to file and will need to provide HUD specific information.

- Dates of the alleged violation
- Your name and address
- Name and address of person you are filing the complaint against
- A brief description of the alleged violation
- The address of the housing involved

## People with Disabilities

Federal laws provide legal protections to ensure fair housing for people with disabilities. These federal laws forbid housing discrimination. In subsidized housing, landlords are also required to make reasonable changes or “accommodations” in rules, policies, practices or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common area. People with disabilities have the right to seek such an accommodation so they can have full use of their housing or to prevent eviction.

## Reasonable Accommodations/Modifications

*A reasonable accommodation* is a change in policies, practices, or services, when such a change may be necessary to afford a person with a disability equal opportunity and access to use and enjoy a dwelling. Common examples include waiving a “no pet” policy for a service animal or providing accessible parking.

*A reasonable modification* is a structural or other physical change to the unit or housing structure to provide physical access to a person with a disability.

The pamphlet “Understanding Reasonable Accommodation and Modification in Pennsylvania” provides detailed information about reasonable accommodations and modifications, and

instructions on how to file a HUD complaint or request an accommodation/modification. It can be found on the SDHP website at [www.sdhp.org](http://www.sdhp.org) under the Publications section.

*\*Chapter Five contains excerpts from the SDHP publication "Choices"  
"Choices" was last published in 2001 and is currently out of print.*



# Chapter Six

## Understanding a Lease

The good news is you found a place where you want to live, and it is time to sign the lease. This is one of the most important times in the rental process! If you do not understand the terms of your lease or have not figured out the monthly costs for your new apartment, this will put you on shaky ground. Becoming a renter before you are ready is one of the most common reasons people lose their housing.

A lease is a legal contract between tenant and landlord but there is more than one kind of lease. Most leases will be in writing and are binding for one year. There are other types of leases or agreements which, depending on your circumstances, may meet your needs.

Month-to-Month Lease This type of lease ends at the end of each month and must be renewed each month. This type of lease may be preferable for a person who does not know how long he/she would like to live in one place. However, a month-to-month lease has certain disadvantages. At the end of each month, the tenant may be faced with a rent increase, other lease changes, or the possibility that the landlord does not want to renew the lease. These same changes may occur at the end of a year (or longer term) lease too. However, leases with longer rental periods provide the tenant with a greater degree of certainty and security because, depending on how they are written, provisions of the lease will remain unchanged for a longer period of time. This type of lease can be written or verbal.

### Verbal or Oral Lease Agreement

In Pennsylvania, a lease may be written or oral (spoken). Although both types are legally valid it is easier for tenants to protect themselves from a landlord who is violating terms of the lease if the terms are in writing. If a landlord refuses to provide a written lease for a rental unit, the prospective tenant should proceed with extreme caution. In addition, you should maintain careful records, save all rental receipts and be certain you have been provided reliable contact information. You may want to consider paying your rent with a money order or check so that you have documentation of payment.

### The Written Lease

If a landlord requires a written lease you should read it thoroughly and understand it completely before signing. If you have trouble understanding all of the details, ask someone to help you. Contact local legal services, legal aid, or a housing counseling agency if you need more information or assistance. Signing something you really do not understand could cause you to

have trouble keeping the home you worked so hard to find. Before you sign the lease let's review the basic information that should be included.

## **What Should a Lease Tell You?**

- The exact address of the property you are renting.
- The amount of rent, security, or other deposits you are expected to pay.
- The date the rent is due and if there are any fees charged for late payments.
- In what form the rent will be accepted (cash, check, money order).
- How or when the rent can be raised.
- What other costs you are responsible for, such as utilities, trash removal, or parking fees.
- Where or who to pay the rent to (full address).
- How much notice is needed if you decide to move?
- Pet, smoking, or damage policy.
- Who to contact if there is a problem (address, phone number)?
- How long the lease is for.
- How the lease can be renewed.
- Rules about whether additional people can move in.

## **Your Responsibilities**

In addition to specifying what the landlord will do, the lease also identifies tenant responsibilities such as: paying rent on time, keeping the apartment clean and in good repair, and not disturbing other tenants. You also must notify the landlord quickly of any items that are broken or not working properly. Make sure you are aware of any additional responsibilities before signing the lease.

## **Reading and Signing a Lease**

There is no single format for a lease, it can be as simple as one page or go on for several pages. Most people find a lease hard to read. If you think you may have trouble understanding a lease you can ask your landlord to see a copy ahead of time. The most important thing to know is if you don't understand your lease, ask for help (Legal Aid Services, Housing Counseling agencies or even a Caseworker can help with details of the lease). An example of a more complicated lease is on page 39. It may be helpful to look it over to get an idea of the language sometimes used.

Only when you feel comfortable with all the details of the lease and completely understand it, and only then, should you sign the contract. After you sign the lease the landlord should provide you with a copy of it and any additional information that they may have such as who the utility providers are.

## **Deposits and Rental Payments**

In most cases when renting an apartment, you will be asked to give the landlord a specified amount of money as a security deposit. This deposit, which is sometimes called a damage deposit or an escrow payment, is intended as a protection for the landlord against damages that may occur while you live in the apartment. A tenant must pay this deposit in order to rent the apartment if that is what the landlord requires. The landlord may deduct any rent due or damages caused by the tenant, or guest or pet, at the end of the lease. Any unused portion of the security deposit must be returned to the tenant within 30 days. A security deposit cannot be used as a last month's rent unless the landlord consents to this arrangement. The tenant should obtain the landlord's consent in writing.

A landlord has the right to charge a late fee if the tenant does not pay the rent on time. Some landlords may give a grace period or a certain number of days beyond the due date to pay the rent. The length of this grace period (if any) and any late fee should be specified in the lease.

## **Planning for the Return of Your Security Deposit**

On the day you sign the lease and become officially responsible for the unit, you are most likely not thinking about moving out. Getting the security deposit back may not be on your mind at that time. However, there are things you can do when you sign the lease to help ensure the deposit is returned to you. One thing to do is a walkthrough of the unit with the landlord or apartment manager. How do you do a walkthrough? You begin by looking at the overall condition of the place both inside and out. Make sure to go room by room, noting if there is anything in need of repair or looks damaged. You can use the walkthrough checklist provided on page 46. If you find something that concerns you, ask the landlord to note these issues on the lease along with a deadline for repairs to be completed. You and the landlord should sign and date the paperwork. Make sure you keep a copy of the lease for your records. Also, it is suggested that you take pictures or a video (with the date they are taken) of the rental property. This is a good idea, especially if it is not possible to do a walkthrough with the property manager or landlord. That way you will have proof of the condition of the unit at the time you rented it.

## **The lease is your place for answers**

If you have a question or a problem with your apartment the first place to go for answers is your lease. If your lease is a complete one it should include all the information you need. Unfortunately, leases are often so detailed and complicated it is hard to quickly find what you need to know. Now, while it is still fresh in your mind sit down with your lease and complete the lease review sheet on pages 41-42. The lease review sheet is designed to be a cheat sheet for when you want to find information quickly. That way once you move in and a question arises, or emergency happens you won't have to search through a long document to find the answers you need. Once you complete the review sheet be sure to store it with your lease in a safe place for example with your PREP folder or other records.

Sometimes people have become renters before they fully realize what they have gotten themselves into. Take your time and ask all the questions you have until you feel comfortable signing your lease. The most important thing you can do as a renter is know and understand your lease. If you start off knowing the rules, you are more likely to be happy with your rental choice in the end.

# SAMPLE RESIDENTIAL LEASE

## **1. PARTIES AND PREMISES:**

This Lease agreement is made on \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, herein referred to as Landlord and \_\_\_\_\_, herein referred to as Tenant. Landlord rents to Tenant and Tenant rents from Landlord for use as a residence, an unfurnished apartment, located at \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_, Commonwealth of Pennsylvania.

## **2. TERM:**

The initial term of this lease is \_\_\_\_\_ to commence on \_\_\_\_\_, 20\_\_\_\_, and to end on \_\_\_\_\_, 20\_\_\_\_, on the following terms and conditions:

## **3. RENT:**

Tenant agrees to pay as rent for the demised premises \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month, payable by check or money order, without demand, in advance on the 1st day of each month. Rent will be considered late if not received by Landlord before the 6th of the month, unless a written agreement is in effect with an alternative payment plan. Late payments affect tenant credit references.

## **4. SECURITY DEPOSIT:**

On execution of this agreement, Tenant deposits with Landlord the additional sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), receipt of which is acknowledged by Landlord, as security for the full and faithful performance by Tenant of this agreement, all of which shall be refundable within 14 days from the date of surrendering the premises, provided Landlord may retain all or a portion of the security deposit for the following:

- a. nonpayment of rent;
- b. damage to property of the Landlord, unless the damage is the result of normal wear and tear or the result of actions or events beyond the control of Tenant. At the beginning of the tenancy, Landlord and Tenant shall prepare a list of existing damages to the premises. A dated signed copy of such list shall be obtained by both Landlord and Tenant for purposes of assisting in the resolution of the amount of security deposit to return to Tenant;
- c. nonpayment of all utility charges for which Tenant is responsible and which may constitute a lien on the property, or other utility charges which Tenant was required to pay directly to Landlord;
- d. bringing the apartment back to a level of cleanliness equal to when the tenant occupied the dwelling unit, and;
- e. expenses required to remove, store and dispose of articles abandoned by Tenant.

## **5. UTILITIES:**

The responsibility for payment to entities providing utilities and other services to the premises during the term of the Lease shall be as follows:

Heating:

Electric:  
Water/Sewer:  
Trash:  
Other (Specify):

**6. HOUSEHOLD MEMBERS:**

Tenant agrees that the demised premises shall be occupied solely by the following household members:

Any other people not herein named may not live in the unit without the written permission of Landlord. Tenant shall not sublet the unit or any part thereof, or assign this agreement without Landlord's written consent.

**7. PEACEFUL ENJOYMENT:**

Tenant shall conduct him or herself and require other persons on the premises with the Tenant's consent to conduct themselves in a manner that will not disturb other tenants' or neighbors' peaceful enjoyment of the premises. Tenant will comply with the terms of any local noise ordinances which may apply. Receipt of two (2) notices of violation of such ordinance shall constitute grounds for termination of this lease.

**8. ACCESS:**

Landlord may enter the dwelling unit with the Tenant's consent, which shall not be unreasonably withheld. Landlord may also enter the dwelling unit for the following purposes between the hours of 9:00 AM and 9:00 PM on no less than 48 hours' notice:

- a. when necessary to inspect the premises;
- b. to make necessary or agreed upon repairs, alterations or improvements; and
- c. to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

Landlord may enter the dwelling unit without consent or notice when Landlord has reasonable belief that there is imminent danger to any person or to property.

**9. EVICTION:**

Any failures by the Tenant to pay rent or other charges promptly when due shall constitute a default herein under and permit Landlord at its option to terminate this tenancy upon 14 days' written notice to Tenant. Failure to comply with any other material term or condition herein shall also constitute a default and permit Landlord at its option to terminate this tenancy upon 30 days' written notice to Tenant. Upon such termination(s), all leasehold rights of Tenant under this agreement shall be forfeited and Tenant shall surrender possession.

**10. HOUSEKEEPING:**

Tenants shall keep and maintain the demised premises in a clean and sanitary condition at all times, and on the expiration or sooner termination of the tenancy shall surrender the premises to Landlord in as good condition as when received, ordinary wear and tear and damage by the elements excepted. Tenant shall not deliberately or negligently destroy, deface, damage or remove any part of the premises or its fixtures, mechanical systems or furnishings or

deliberately or negligently permit any person to do so. Tenant shall not remove any tree, shrubbery, vine or other plant from the premises and shall not store personal possessions in the common area or basement without written permission of Landlord.

#### **11. REPAIRS AND ALTERATIONS:**

Unless caused by the negligence of the Tenant, Landlord shall be responsible for repairs to the interior and exterior of the premises. It is the responsibility of Tenant to promptly notify Landlord of the need for any such repair of which the Tenant becomes aware. Tenant will be responsible for any repairs caused by his/her negligence. Lessor shall put the demised premises into condition fit for their occupation by the commencement of the tenancy, and shall repair all subsequent changes in condition thereof which may render them untenable, except that lessee shall repair all deteriorations or injuries to the demised premises occasioned by her, his, or their want of ordinary care or greater degree of culpability. No duty on the part of lessor shall arise with respect to repairs to tenantability under this section, however, if lessee is in substantial violation of any one or more of the following obligations:

- (a) To keep the demised premises clean and sanitary as the condition of same permits.
- (b) To remove from the dwelling unit all rubbish, garbage, and other waste, in a clean and sanitary manner.
- (c) To properly use and operate all electrical, cooking and plumbing fixtures and to keep them as clean and sanitary as their condition permits.
- (d) To allow any person on the premises, with permission, to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit or the facilities, equipment, furnishings, or appurtenances thereto.
- (e) To occupy the premises as a residential dwelling, utilizing the portions thereof for living, sleeping, cooking, or dining purposes only which were respectively designed or intended to be used for such occupancies.

Tenant will not make alterations, additions or improvements on the premises without in each case first obtaining the written consent of Landlord. A consent to a particular alteration, addition or improvement shall not be deemed a consent to future alterations, additions or improvements.

#### **12. FIRE OR OTHER CASUALTY:**

If the premises shall be destroyed by fire or other casualty, or shall be so damaged that the Landlord decides that repair is not warranted economically, then this lease shall terminate, and rent for the period in which said premises are not habitable shall not be owed. If the premises shall become partially uninhabitable on account of fire or other casualty, than a just, proportionate part of the rent shall be abated until the premises have been restored to their former condition. If the heat or other utilities cease for any cause not within control of Landlord, the obligation of Tenant under the terms of this lease shall not be affected thereby, nor shall any claim against the Landlord accrue to Tenant by reason thereof.

**13. EXPIRATION OF LEASE AND NOTICE TO MOVE:**

Should Tenant remain in possession of the premises with the consent of Landlord after the natural expiration of this lease, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof.

**14. SERVICE:**

In the event there are two or more Tenants named herein, service of any notice by Landlord on any one of the Tenants named herein shall be construed, and Tenants hereby agree that such service shall be construed, as effective service of notice to all Tenants residing on the premises.

**15. LIABILITY:**

Each Tenant signing this lease shall be jointly and severally liable to Landlord for all obligations arising under this lease.

**16. ATTORNEY'S FEES:**

If suit is brought by Landlord for possession of the demised premises, for the recovery of any rent due under the provision of this agreement, or for any obligation of Tenant arising under this agreement or by law, then Tenant hereby agrees to pay Landlord all costs in connection therewith, including, but not limited to, reasonable attorney's fees.

**17. TENANT'S POSSESSION:**

Tenant is strongly encouraged to buy Renters Insurance in order to protect their belongings.

**18. PARKING:**

The apartment is provided to Tenant without off-street parking.

**19. ALL CONDITIONS OF LEASE AGREEMENT:**

The conditions of the lease are separate, the validity of each not being dependent upon the other. This lease constitutes the entire agreement between the parties. The breach of any condition of this lease is to be considered substantial. This lease is executed in two copies, each copy to be considered an original for all purposes. This lease shall be construed according to the Laws of the State of Pennsylvania.

In witness whereof, the parties have executed this agreement at  
\_\_\_\_\_ the day and year first above written.

Lessor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

This document is intended as a sample only. No claim is made or implied that particular provisions within this document have necessarily been shown to hold up in a court of law. Landlords are advised to seek legal counsel when composing a lease to meet their individual needs.





**Don't ever sign the lease until you are sure you understand what it says and that you feel confident you can meet all the conditions you are agreeing to.**

## Lease Review Sheet

1. What is the exact address of the property you will be living in?

2. How long is the lease for? \_\_\_\_\_ Start Date \_\_/\_\_/\_\_ End Date \_\_/\_\_/\_\_

3. What is the amount of rent \$ \_\_\_\_\_ Security Deposit \$ \_\_\_\_\_  
Are there any other fees? \_\_\_\_\_ Amount paid \$ \_\_\_\_\_ Reason other fee paid:

4. Does your rent include any of the following utilities?  
Heat\_\_\_ Water\_\_\_ Electric\_\_\_ Trash Removal\_\_\_ Other? \_\_\_\_\_

5. What day of the month is your rent due? \_\_\_\_\_  
Is there a late fee? After how many days is the fee charged?  
How much is the Fee? \_\_\_\_\_

6. Who do you pay rent to?  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email \_\_\_\_\_

7. What types of payments can be used to pay your rent?  
Check\_\_\_ Money Order\_\_\_ Cash\_\_\_ \*If you pay cash always get a receipt!

8. Who do you contact for repairs or problems? Is it someone other than who you pay rent to?  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email \_\_\_\_\_

9. What other costs are you responsible for?  
Heating\_\_\_ Type \_\_\_\_\_ Electric\_\_\_ Water\_\_\_ Sewer\_\_\_  
Trash Removal\_\_\_ Parking\_\_\_ Other\_\_\_ Other \_\_\_\_\_

10. Are pets allowed? No\_\_\_ Yes\_\_\_ Are additional fees required? \_\_\_\_\_

11. Is smoking allowed? No\_\_\_ Yes\_\_\_

Are there rules about smoking outside of the property? (for example: no smoking in entryways)
12. Is there a limit to the number of nights a guest may stay? No___ Yes___ number of days allowed_____
13. Can additional people move in with you? No___ Yes_____ Are additional rent or fees require? _____
14. What notice is required if you want to move? Do you need to give notice in writing?
15. Is the owner/landlord of the place you are renting someone other than who collects the rent or makes repairs? If so what is their contact information? Name of owner_____ Address_____  Phone_____ Email_____
16. Additional lease information

Notes

## Basic Apartment Walkthrough – Make Sure to take photos!

Documenting the condition of a rental property before you move in is a great way to help ensure that your security deposit is returned if you decide to move. In the top row is the name of each room in your apartment. The column on the left side of the page has some basic items you should check for in each room. Simply walk through each area of the apartment and note any issues in the box below. Document any concerns by taking photos.

	Living Room	Kitchen	Bathroom	Bedroom	Bedroom	Bedroom	Other	Other	Other
<b>Ceilings and Walls</b> – Look for cracks, holes, peeling paint, or water stains.									
<b>Floors</b> – Look for rips, holes, stains, burn marks, or wear.									
<b>Windows</b> – note if latches are in working order or if there are cracks in the glass									
<b>Electrical</b> – make sure outlets and switches are in working order. Make sure light fixtures are in working order or if they are chipped or cracked.									
<b>Appliances</b> – note if they are in working order and if they have any scratches or dents									
<b>Safety</b> – check that all locks work. Make sure there are smoke detectors in the apartment and that they work.									

# Renting

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# Chapter Seven

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## Starting Off Right

Congratulations! You have finally found a place to live and are ready to move. This may seem like the time when you can start to relax but there is still a lot more work to do before you can enjoy your new home. Some things you will need to figure out now include:

- How to have electric, water, gas, or other utilities turned on?
- How will you move your things to your new place?
- What is the best way to find new furniture or other household items on a budget?
- How much money can you afford to spend on things like cable, satellite TV?
- Do you need renter's insurance?

### Utilities

Depending on the agreement with your landlord you may be responsible for the cost of water, electric, natural gas or other services. If you are unsure of what is included with your rent payment review your lease or lease worksheet. If the lease does not clearly spell out the information, check with the property manager or landlord. Ask them to add this information to the lease. You should both date and sign or initial the new information and be sure to keep a copy for your records.

Having all your utilities turned on is something you need to begin working on the moment you think you have found a place. If you are unfamiliar with the utility providers in your area or have never had service in your name before, it may take a while to have your service turned on. You may want to consider contacting the electric, gas, phone, water, companies to find out their rules and policies before signing your lease. This way you will know if a deposit is needed and how long it will take to have services activated.

Establishing utility service requires some of the same basic information you were required to provide when you filled out a rental application.

The information requested will vary by each company's policy but generally you will be asked for the following:

- Photo ID
- Social Security Number
- Previous Addresses
- Copy of your lease
- Date service should start

Sometimes rental properties make it easy and will provide you with the names of companies that provide local service. If they do not, you can check the phone book, contact the Public Utility

Commission, or ask a neighbor. It is unlikely that your phone or cable service will be included in your rent so you will need to arrange for those services as well.

If you've never had utility services, this is another time where understanding your credit history is important. PREP provides information on what to do if you have poor credit or no credit. If you have poor credit, you may have difficulty setting up service. The utility provider may ask you to pay a deposit or have someone co-sign to say they will pay the bill if you fail to do so.

If you already have existing service with no outstanding or overdue balances and the location you are moving to uses the same company, you can contact the company and ask to have your account transferred.

**If you have an overdue balance on an existing account, you may be asked to make a payment or pay a deposit on your account before service will be established at the new location.**

## The PREP Folder – A New Use

In the first part of this program, you may have created a folder that contained the information needed to complete a rental application. You may find it helpful to continue to use that folder as you begin the process of setting up a new home. Some of the same information required on the rental application will be needed to activate the utilities or obtain renter's insurance.

Once you are moved in, you may want to consider using the folder or keep a copy of your lease, rent receipts, and any other correspondence you have had with your landlord. That way, if a problem does come up, you can always refer to the information.

**If you do choose to keep personal information in this folder such as social security or account numbers, it is very important to keep it in a safe place. You may want to consider purchasing a locked box in which to store the information.**

## Moving

When the time comes to move, many people do it themselves with the help of family and friends. Some may borrow a friend's truck or rent one from a company. As soon as you know you are going to move,

start to collect used boxes from local stores to pack items in and have old newspapers on hand for wrapping up breakable items. Many companies that rent moving trucks and handcarts also sell packing supplies and boxes, but they can be expensive.

What if you are unable to move by yourself? There are, of course, large professional moving companies that will do everything from pack, load, and transport items for you, but this is not always affordable to many people on a limited budget. You can look in newspapers or on websites like Craigslist for local people that will move or haul items for a fee. They may be less expensive than a professional company, but this could be risky and/or dangerous and you should try to get references if possible.

**Be aware – it is a known moving scam to give one price before the work is started but once your items are loaded to ask for more money to deliver or unload your items.**

There are some important things to know if you are going to hire a moving company or just someone who you find in your local paper that does odd jobs:

- Ask for a written contract that includes a total price. Find out in advance what you can do if there are any problems or disputes so that you won't be held responsible. If a price seems too good to be true, it probably is. Watch out for scams that could result in your possessions being held captive until you pay additional monies.
- If possible, hire a company that is licensed (bonded) and insured.
- Check with the local Better Business Bureau to make sure the company is reputable and has no complaints filed against them.
- Compare several companies before deciding on one; ask friends and family for recommendations.

### **Finding household goods on a budget**

Once you move into your new apartment, you will want to furnish it. There are a lot of ways to find household goods and furniture for your new place even if you are on a tight budget or have no budget at all. In many places there are groups that provide free furniture to people who need it. Most people are familiar with thrift stores and garage sales and there are even web sites such as [freecycle.org](http://freecycle.org) that offer items free of charge. There are also Facebook Market groups that have free and reduced items. Tracking down affordable things may take time and involve a little elbow grease but it is worth the



effort. If you need something but don't have the money to buy it, you have a couple of options that won't add to the price:

- The tried and true best method is saving money. Whether you open an account at a bank or credit union or use the old-fashioned piggy bank, putting money away a little at a time is the best plan to pay for items if you don't have the cash on hand. If you pay in cash, you may be able to bargain for a lower cash price because the storeowner won't have to pay a fee the bank or credit card company charges to process the card sale.
- Another possible solution can be putting an item on lay-away. In this instance, the store holds onto the item until you pay it off by making small weekly or bi-weekly payments. This is not as common of a practice as it used to be, and there may be a small fee charged for the service. This is still a good option that can keep you from going into debt.
- Beware of taking out a payday loan to pay for your households needs. These agencies often charge very high interest rates or "finance charge", making it difficult to pay off the loan and catch up on your finances. The average interest rate on the average payday loan is 391%.

Maybe you are thinking of trying out one of those rent-to-own places that will rent everything from appliances to mattresses for a small weekly payment. It sounds like a good deal, but is it really?

Rent-to-own stores let you pay for appliances, furniture, etc. in small amounts – either until you own them or until you don't need them anymore (whichever comes first). It seems like an attractive way to shop. If you want to use the item for a few weeks or months, renting may be ideal. But if you are planning to buy it, you could end up paying two or three (or more!) times what the item is worth.

Before you sign a contract, read the fine print and weigh the pros and cons. Sometimes you will have to agree to a minimum number of payments. Also, you may have to pay a penalty for returning the item early.

#### **Rent-to-Own Pros:**

- Immediate delivery
- No down payment
- No credit checks
- Weekly payments
- Repairs may be covered (in some cases)
- May be a good option for short-term needs

#### **Rent-to-Own Cons:**

- Very high total cost (cost of item plus interest and fees)
- Stores may accept only cash or money orders

- The store takes it back if you miss a payment, and you'll have nothing to show for all the payments you've already made
- There may be no grace period if a payment is missed
- You don't own the item until all the payments are made
- You may be responsible for loss or damage
- 75% of customers return a rental item within the first 4 months. Less than 25% of the customers rent long enough to own the item.

*\* Information is adapted from Your Money's Best Friend –*

## **Renter's Insurance**

You may be thinking that renter's insurance is another bill you can't afford but before you skip reading this section take a moment to think what would happen if there was a fire or you were robbed and had to replace all the things you worked so hard to get. When you rent, the landlord is responsible for insuring the building you live in. **The landlord does not have insurance that covers the items in your apartment. Your landlord is not required to pay if something happens to your belongings.**

- Renter's insurance can cost as little as \$10 a month.
- Renter's insurance covers your furniture, clothes, TV, and other things you own.
- Renter's insurance will cover you if someone is injured in your home.
- In case of fire or theft, you will have money to replace lost or stolen items.
- If there is an accident or disaster that makes it impossible for you to stay in your rental unit, Renters insurance may pay for you to live in a hotel or elsewhere while the damage is fixed.

For more information about Renter's insurance, call:

Toll-free Automated Hotline: 1-877-881-6388

Harrisburg Office: 717-787-2317

Philadelphia Office: 215-560-2630

Pittsburgh Office: 412-565-5020

[www.insurance.pa.gov](http://www.insurance.pa.gov)



**A few things you may not think about until someone gives you the straight facts:**

- **Pay your rent on time** – nonpayment of rent is the easiest way to lose your housing!
- **Don't throw wild parties** – things can get out of control, property stolen or destroyed, and you are left to deal with the mess others have made.
- **Only invite friends over you trust** – keep the size of the group small.
- **Don't give out keys** – it is easy to make copies and you never know whose hands they will end up in.
- **Don't get used** – sometimes people will be at your place because they have nothing better to do. Meanwhile they are eating all your food, using your toilet paper, running up your water or electric bill.
- **Protect yourself** – if you have cable or satellite TV, make sure you use a password to protect the pay per view option.
- **Be aware of people using your home phone** – Home phones are different from cell phones in they may charge separately for long distance and those charges can be costly.

# Chapter Eight

## Welcome to the Neighborhood

All the hard work is done, the boxes are unpacked and finally you have a place to call home. You may think there is nothing else you need to know about renting, but there are a few more things to understand that will ensure you can keep your place for as long as you would like. In addition to your lease, there are some other unwritten rules and common courtesies expected from all people in society. Let's take a look at some of the important qualities it takes to be a good neighbor and tenant.

- Peacefully living with neighbors
- Living up to your lease agreement
- Paying rent on time
- Taking care of the property

### Being a Good Neighbor

**The Golden Rule** – Some things never change, treat people how you would want to be treated. Using common courtesy is as important today as it was years ago. This means being considerate; hold the door for your neighbor who has an armload of groceries or pick up a stray piece of trash in a hallway and throw it out. Do not park in spaces designated for people with disabilities if you do not have a disability.

**Be observant** - If you see that all your neighbors go to work early in the morning, playing loud music until the early hours of the morning won't make you very popular. It may even cause your neighbors to file complaints about you to your landlord or the police! This could put you in danger of losing your housing.

**Listen** - Do you hear noise coming from the apartments closest to you? If you can hear every time your neighbors walk across the floor or turn on the TV, it is likely they can hear you too.

**Consider Joining In** - Many buildings have social clubs, tenant groups or even a neighborhood watch. This is a great way to become familiar with your new surroundings and get to know people.

### A New Best Friend?

It is great to be friendly with your neighbors, it makes life more enjoyable and you can even make your neighborhood safer by watching out for each other. But before you decide to become friends with that person across the hall, stop, think and don't rush into a close relationship. Do say hello, chat and be pleasant, but it takes time to build relationships and trust in people you just met. You

should not share close personal information, or loan valuable items or money to anyone you do not know or trust completely.

## **Getting Along with Difficult People**

It is not always possible to get along with everyone and as much as you try to be friendly some people may never open up or even say hello. In this situation, don't take it personally and just focus on the neighbors that do respond. If you begin to have problems with rude neighbors it is best to let it go and walk away. If at all possible try to avoid conflicts with neighbors because in the long run you will benefit from trying to keep the peace. The key to peaceful living is to avoid conflicts with neighbors. You can avoid conflicts with neighbors by becoming acquainted with them, being honest about your needs, making polite requests and respecting your neighbors' concerns.

## **How to talk to a neighbor about a problem**

You may have tried to let the issue go and keep the peace but there may come a point when you have no other choice but to talk to your neighbor about a problem you are having with them.

### **When to deal with the issue**

- Don't react when you are angry; wait until you are calm to address issues.
- Pick your moment, try to find a time when your neighbors aren't running out the door, or appear to be stressed out, or frustrated with their children.

### **How to explain the problem**

- Make requests instead of demands. No one likes to be ordered to do something.
- Break the problem into smaller parts, tackling the easiest one first.
- Focus on problems and behavior ("When you do ..." or "I have a problem with ...") rather than personalities ("You are a ...")
- Avoid accusations ("You did... said... are!")
- Use "I" statements ("I feel... think... believe")
- Focus on interests ("This is what will fulfill my needs") rather than positions ("This is what I must have to win")

### **Find a solution you both can live with**

- Focus on the future rather than the past.
- Split the difference 50/50 and look for tradeoffs.
- Be creative and flexible.

## When you can't seem to agree

- Take a time out and cool off and setup a time to talk again.
- Don't make threats that you are going to complain to the landlord, call the police, or make someone's life miserable. A threat can cause conflicts and cause a hostile situation to become worse.
- Before you call the police, think about how the police might react to your dispute with your neighbor; police usually look at neighbor disputes as civil matters and they can't always help.
- If your community has a mediation program, check it out for extra assistance.

### Resolving Disagreements

The best way to learn a new skill is to practice. Try reading the situations below and thinking about how you would handle the issue. The goal is to address the problem in a positive way.

If you are part of a class, you may be asked to role-play with class members. If you are reading this independently, consider practicing with a friend or family member.

- 
- 1) **Your neighbor is playing music very loudly on weeknights after midnight when he comes home from work. You must get up early because you leave for work at 6:00am.**
  - 2) **You use a wheelchair and your neighbor sometimes pulls his car into the large empty space between parking spaces designed for chairlifts. This has been a problem once or twice before, but you have not mentioned it yet.**
  - 3) **Your newspaper has been missing from your doorstep a few times in the last month. Yesterday, you looked out of your peephole and saw your neighbor walking away with it.**

## **Living up to your lease agreement**

The most important thing you can do is **pay your rent on time**. It may seem like a simple thing, but sometimes people think they can get around it or skip a month because they want to go on vacation (you can't). Nonpayment of rent is the most common reason for eviction and also one of the quickest ways to be evicted. If you find yourself in a situation where you can't pay your rent, you need to deal with the problem right away. You can find more information about what to do in this situation in a later chapter.

## Preventing Headaches

So, you are thinking you may want to get a pet, paint the room red, or have a friend move in with you. All of these are common everyday events. It is your place and you are thinking you can do what you want, right? WRONG! As a renter, if you make a choice without reading over your lease, this could cause you to lose your housing. Before you make any major decisions, you should consult the lease or other tenant guidelines. Some places will allow pets but require an additional deposit. The lease may not allow adding a roommate or you may be required to pay a deposit or additional rent. If the changes you want to make are not written anywhere, ASK what the policy is. If you don't like the rule you can always ask the landlord to work with you. If it is a private landlord, he or she has the option of making exceptions or bending the rules for good tenants. Public or corporate-run housing do not have the same flexibility because they must follow regulations and pre-set guidelines.

If the landlord says NO – **Don't Do It Anyway!**

*By signing a lease, you agreed to follow the rules set by the person who owns the property. If you choose not to follow them...*

**You could find yourself facing eviction!!!**

## Housekeeping

Housekeeping requirements may be spelled out in your lease or described in your building's tenant handbook, but even if they are not written there is an expectation that you will maintain the apartment. Keeping an apartment in good shape is important for a number of health and safety reasons. Unclean places are more likely to attract bugs or rodents, clutter can be a fire hazard and make it more difficult to evacuate in an emergency.

In many renting situations it is common for a landlord or housing provider to require an inspection of your apartment on a regular basis such as annually. If you live in public housing it is always required and there will be a minimum standard of cleanliness you will need to meet, or you will be evicted. The property manager should be able to provide you with more information about what they look for when they conduct apartment inspections.

In some communities the Department of Health can take action against you if they find your home is not clean. If they decide your home is unfit for humans to live in, they condemn the property and not allow you to return home until the property is cleaned up. This could even result in fines and court costs for you or your landlord.

## **What does clean really mean?**

We know that people have different life styles and what might be considered clean to one person would not be to another. Clean does not mean your home looks perfect all the time. Landlords are far more interested in the property being maintained in a safe and sanitary manner and less concerned if you forget to vacuum. The problems arise when cleaning is not done on a regular basis.

This may be the first time you have been responsible for cleaning your own place or maybe it has been a while since you cleaned. If you are not sure where to begin, the following advice will get you started.

- How often you need to do certain chores will be determined by factors like how many people live with you, the size of your home, how much furniture you have, and what type of appliances and floors you have.
- For instance, the more people who live with you means the more towels you will have to wash, the more you will need to dust, and the more frequently you will need to clean the toilet.
- The best way to learn to maintain your home is to develop a schedule of household chores.
- If you live with other adults or children, it is good to involve everyone.
- You can set one day a week as a major cleaning day or you can choose to do a little every day, whatever works best for you.
- Developing a habit of cleaning up after you make a mess will always make less work in the end.
- Remember, just as in trying to develop any new habit, learning to keep your house in good condition takes practice and reminders.

One good way to get started on a new cleaning routine is to use a checklist. A checklist can help keep track of what has been done and help remind you to do a chore you might otherwise forget. We have included a sample checklist on the next page you can use.

If cleaning continues to be a problem, don't be afraid to ask for help. If you are a person with a disability, places like your nearest Center for Independent Living can connect you with programs to help you learn independent living skills or receive services. If you already have a caseworker, he or she may be aware of local programs that can provide training and supports. If none of these things apply to you, try looking for information about cleaning on the Internet or at your local library. There are many websites available that can explain how to clean and even how to make your own environmentally safe cleaners. If you don't have a computer, you can use one at most public libraries. They may also have books with information about caring for your home.



## **Cleaning Checklist**

The following page provides a sample cleaning checklist of common household chores. It is only a suggestion of tasks you may need to do. There may be additional chores you need to do or tasks you need to complete more often depending on your individual situation. Feel free to change the chart to suit your needs.

## Cleaning Checklist

M	T	W	T	F	S	S	Regular Tasks – Often done several times a week or on a daily basis	Less Frequent Tasks – Often done on a weekly basis
							<b>Kitchen</b> – Clean up after eating or cooking. Store food away. Refrigerate any perishable items.	<b>Kitchen</b> - Sweep and scrub kitchen floor
							Throw out any wrappers, cartons, or food you will not eat.	Clean off outside of appliances such as stove or refrigerator.
							Wash dirty dishes and put them away.	Clean out the inside of the refrigerator, wipe up spills.
							Wipe off the counter tops, stove, microwave, and sink.	Take out garbage to dumpster or curb on collection day.
							Check the floor for crumbs or spills, mop or sweep as needed.	
							<b>Bathroom</b> – Rinse sink and countertop areas, wipe up toothpaste or other dirt in the sink.	<b>Bathroom</b> – Scrub shower and bath area with cleaner. Remove dirt and soap build up.
							Clean the toilet bowl with a brush as needed.	Toilet – clean bowl with cleaner. Clean above and below seat. Wipe off other outside areas.
							Put dirty clothes and towels in a hamper or laundry basket.	Launder towels.
							<b>Living Room and Bedrooms</b> – Throw out newspapers, mail, or clutter you do not need.	<b>Living room and bedrooms</b> – Empty trash cans.
							Straighten up any toys, books, or hobbies.	Launder sheets.
							Vacuum carpeting or sweep floor if necessary.	If you have hard surface floors such as tile, you will need to sweep and mop them.
							Put dirty clothing in a hamper or clothes basket.	
							Wipe up any spills or dust on furniture.	
							Hang, fold, or store any other clothing.	

## Moving On

There may come a time when you need to move from your current apartment. Once you make the decision to move you need to start planning. You first need to review your lease and see when you can move without penalty.

If you move before your lease is up, your landlord can take you to court and you could be required to pay the amount of rent for the remainder of your lease even if you no longer live there.

Once you know the kind of notice required you should start investigating the costs that go along with moving. You will need to save money for another security deposit, fees for transferring phone service or cable television. How will you move your belongings to the new place? Will you need money to rent a moving van? When you have a plan in place and have enough money to cover expenses you are ready to start looking for a new place. It is a very good idea to review the affordability information from PREP to ensure your new place is within your budget.

- Once you find a place, make sure you give your landlord notice as required by your lease. Put the notice in writing so you have proof that notice was given. Be careful not to burn any bridges because you may need a reference from your landlord in the future.
- Remove all of your belongings and do not leave unwanted items behind.
- Make sure you leave the apartment clean and neat.
- Return all keys or security cards to the landlord.
- Make sure you provide your landlord with the full address of your new place so he or she can send you your security deposit.

# Chapter Nine

## Working with your Landlord

We have talked a lot about being a good tenant, neighbor and getting along with others. Those are the things you need to do, but have you thought about what responsibilities your landlord has? Just as a tenant needs to live up to the agreement made in the lease, so does the landlord. It is very important to know what rights you have and what to do if you are being mistreated.

- What is the best way to communicate with a landlord?
- What makes a good landlord?
- What can you do if you have a problem landlord?

### **Building a Relationship with Your Landlord or Property Manager**

Whatever type of landlord you have, whether public or private, it is important to learn how to talk with them in a way that is both polite and professional. If you build a good relationship from the beginning, your landlord will get to know and trust you, and if problems arise, the landlord will be more likely to work with you to solve them.

- Ask your landlord how he or she prefers to be contacted – by phone, e-mail, or in person.
- If possible, pay your rent in person (and always get a receipt). This gives the landlord a chance to become acquainted with you.
- Understand that for many landlords, this is their job and when you visit them you are going to their workplace.
- Be respectful of your landlord's time.
- Give only the information they need for them to understand the issue. Skip providing the local gossip.
- Make sure the landlord has a way to contact you if they have questions.

### **What Makes a Good Landlord?**

By offering a place for rent, whether you have a written lease or not, the landlord or property manager is required to make certain the apartment is in a safe and clean condition. All mechanical parts of the unit, like the electrical system, sewer and heat should work (in winter). The water should be safe to drink, and the home should not be infested with bugs. You should also be provided with a lock and key for your door and a working smoke detector. All these things are *rights you have by law* \* and are the bare minimum a landlord must provide. A good landlord will provide these things and be willing to make repairs as needed. These are the basic conditions a landlord must provide to make the place livable. They do not have to repair things that are considered minor such as worn looking carpet or walls that need to be painted. Qualities to look for in a good landlord or property manager are:

- Someone who is concerned about the safety of the tenants.
- Someone who takes pride in the condition of their property.
- Someone who complies with local ordinances and laws.

**If you would like to read more about your rights as a tenant, you will find this information in the Appendix at the end of this book**

## **When to Report Problems**

When a problem does happen, it is important that you report the trouble to your landlord or property manager. There are some issues that need to be reported as soon as they happen, but other problems can wait until normal business hours.

*In a life-threatening situation such as a fire, flood, or gas leak, don't worry about contacting the landlord until you are in a safe place and out of danger.*

Something like a broken water pipe, if not dealt with quickly, can cause major damage. It is important that you immediately contact your landlord or whoever has been identified to make repairs. If the issue is something like a slow dripping faucet or a cabinet door that won't close, you should wait until normal business hours to report the problem.

If you live in a larger building or apartment complex, you may find that there is an official process for reporting needed repairs or problems. There may be a form to fill out or specific person you need to contact. You can check the Tenant Handbook for your building or the Lease Worksheet (included in Chapter 6) for that information. When you report a problem, keep records of who you reported the information to and if you fill out a form always keep a copy. If you provided the report verbally make sure you write down who you spoke with, the date and time, and ask when you can expect the repair to be made.

If you have asked your landlord to fix a problem that is not an emergency, you need to allow a reasonable amount of time for the repair to be made. The law does not provide a set limit on what is reasonable, so you are going to have to use your best judgment about what to do next if the landlord has not corrected the problem.



### Proceed with Caution

*This is where things can get a little tricky. You need to have a repair made, but you want to maintain a good relationship with your landlord:*

- Don't contact your landlord when you are angry. Wait until you have had time to cool off.
- Consider asking for help from a caseworker, trusted friend, or housing counselor before taking formal action.
- It's always best to work things out with your landlord without taking legal action.

If you have verbally informed the landlord of the problem and nothing has been done, you need to write a letter requesting he or she make the repair. The letter does not need to be long, just simply state the problem. For example, "The furnace does not work and needs to be repaired." Include the date the problem started and the date you are writing the letter. State your full name and address and then send the letter by registered mail so you have proof it was received by your landlord. If you would like to see a sample letter you will find one included in the appendix. It may take several days from the time you send this letter to when your landlord responds. **If you are in a situation that may cause you harm, find a safe place to stay until the problem is resolved.**

If several days pass and you have still not heard from your landlord and you know the letter was received, you must decide what to do next. You can continue to try contacting the landlord and again ask to have the problem repaired. If you feel that you can no longer wait for the repair to be made, consider other options. Some of these options may require the help of a legal professional or housing counselor. Carefully consider all other options before you take legal action. Talk with someone you know and trust to help in your decision-making. Each one of these options has pros and cons-- some may be a better choice depending on your individual situation. Any of these options below take several steps for the process to work correctly. If you do not take all the necessary steps, you may find yourself in a worse situation. All the options will take time and some options involve going to court. In each of these instances you must inform the landlord of your intent to take the action before you do.

- **Repair and Deduct** – This is when you withhold a rent payment or a partial amount of rent in order to cover repairs made to the property. You should not repair and deduct for repairs that exceed the monthly rent. If the rent is \$300.00 per month, then the amount deducted for the repair should not exceed \$300.00. Seek legal help if the repair is costly. The amount paid for the repair must be reasonable. If you are sued in court by the landlord for nonpayment of rent, you may have to pay the landlord the amount that the court found

unreasonable. The court will not hold a landlord responsible for a repair(s) that cost(s) an excessive or unreasonable amount of money. Shop around for a repair person. Get a couple of estimates before having the repair made. After the repair is made, send a copy of the receipt for the repair to the landlord with the next rental payment, less the cost of repairs. Keep a copy in your records.

- **Withhold rent** – This is when you do not pay your rent because the repairs are too costly to make on your own. Rent should be kept aside in a bank account or escrow fund. An escrow fund is money that is held in a special account set up by a neutral third party until the conditions of the lease are met.
- **Move out** – This is an option after you have notified the landlord that repairs were not made; because the repairs were not made, the lease has been broken and then you have the right to move out.
- **File a lawsuit** – If the landlord has broken the lease, it is possible to sue for back rent or damage to your personal property and other expenses. To use this option, consult a legal professional.

To find more detailed information about the process to use for each of these options, please refer to the appendix or consult a legal professional. None of these options are quick or easy and it is best to avoid using them if the situation can be resolved another way. It is important to note that when exercising your legal options, it is not guaranteed that the court will rule in your favor, even if you believe you are in the right.

# Chapter Ten

## Dealing with Money Problems

Everything seems to be going fine, and then all the sudden life throws you a curve ball. Maybe your car broke down and you had to spend some of the rent money to fix it, or you can't get your landlord to make a repair. This chapter will give you some tools to deal with issues before things get out of control.

Three of the most frequent problems people have with their housing are:

- Money problems – paying the bills
- Keeping track of your expenses
- Not addressing money problems with your landlord

### Money Problems

You started out with an apartment you could afford and thought you might even be able to save a little bit of money in case of an emergency. Now some time has passed, and you notice that it is getting harder to make ends meet. Managing money can be stressful but this is not a problem that will go away on its own.

**If you are not in crisis now, your rent is not late, and you are not behind on any payments, but you are worried about potential money problems, what can you do?**

**Start by recording your expenses** - If you don't know why you don't seem to have enough money, one of the best things you can do is write down everything you spend for a month. Not just the big things like gas and food but small things like magazines or daily coffee out. Once you have an idea of where your money is going you may be able to find that the small amount spent daily adds up to a lot more than you thought at the end of a month. Look for ways to cut back such as packing a lunch instead of eating out or making coffee at home instead of buying a coffee at a coffeeshop.



That one coffee a day could be throwing your budget off track!

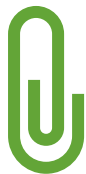


\$2.00 a day at work (M-F)  
x 20 days of work  
= *\$40.00 a month*

**Do you know what is wrong?** – Maybe your hours have been cut back at work or the cost of living has gone up, but your income has not - what can you do? Learning to stretch a budget takes practice. There are some simple things you can do such as: cutting back on certain items or looking for programs that offer free or inexpensive services.

- Look for ways to increase your income
- A part-time job
- Exchange services with a friend:
- “I’ll mow your lawn if you babysit for me” – saves you both money!
- Try to find ways to cut expenses
- Car pool to work or school
- Become a bargain shopper, watch for sale ads, use coupons, eat foods that are in season
- Plant a garden or join in a food co-op
- Consider finding a roommate **\*if allowed**
- Try to cut back on your cell phone or cable TV package
- Look for programs that may help stretch your monthly budget
  - **Heating Costs** – LIHEAP (Low Income Home Energy Assistance Program)
  - **Phone costs** – There are many programs that offer low cost or free mobile and home phones. Your PREP trainer can help you find the programs that are available in your area
  - **Internet** – everyoneon.org offers low cost internet service for as low as \$10.00 a month for people with low income.
  - **Food** – WIC (Women Infant and Children’s Nutrition Program), food pantries, SNAP and school lunch programs for children.
  - **Health Care:**
  - Healthcare.gov, Medical Assistance,
  - Some drug companies offer reduced cost and free prescription programs ask your pharmacy or prescriber
  - Health Care Clinics that cover the working uninsured
  - Super Store have low cost prescription programs (\$4 and \$8) and they will also provide mail order service at no cost
  - **PA Rent Rebate Program** – See the definition in the glossary

- **At tax time:** The Earned Income Tax Credit – See the definition in the glossary
- 
- Special Note: The Volunteer Tax Assistance Program (VITA) of the IRS helps you fill out your tax forms for free. VITA sites are open through April 15. VITA and the IRS can save you money on tax preparation fees. For more information, call the IRS at 1-800-829-1040



If you don't have access to a computer, try your local Public Library they often have computers you can use.

**If you are in crisis, your rent is past due, creditors are calling, and the electric is about to be shut off – what can you do?**

- Talk to your landlord – don't just hide from him or her.
- Let the landlord know your situation and that you are trying to deal with it.
- Keep the landlord updated on your progress.
- See if you can establish a payment plan.

○ **Crisis help** – In most communities, there are places that can provide many types of help, but the names may be different depending on where you live. There are programs that prevent heat and utility shut offs, provide rental payment assistance, provide emergency foodstuffs, and prevent homelessness. Some programs have budget and income eligibility limits, so they are not available to all people at all times. The programs are operated by many different types of groups such as the Department of Human Services, other government agencies, or Community Action Agencies [www.thecaap.org](http://www.thecaap.org) which receive government funding. There are many types of groups in the community whose mission is to help people. The person providing this training should be able to give you a list of local programs with contact information and their locations.

# Chapter Eleven

## Dealing with Eviction

The worst has happened – you are being evicted and are unsure of what to do. You are in a difficult situation, but you need to admit to having a problem. **An Eviction Notice is not something you can ignore. If you do nothing, you will lose your housing!** First determine why you are being evicted. Once you identify the problem, you need to form a plan to deal with the eviction. The eviction notice will not just go away, and the legal system will still carry on proceedings even without your participation.

The most important thing to understand about the eviction is that it is a legal process and you have rights and options. A landlord cannot evict you just because:

- You or a household member or an acquaintance is disabled or uses a guide dog or other support animal.
- You or a household member has children.
- You or a household member becomes pregnant.
- Discrimination because of your age, sex, race, religion, disability, familial status, ancestry, or national origin.
- Retaliation for reporting housing violations, poor housing conditions, or otherwise exercising your legal rights.

It is against the law to be evicted for any of the above reasons. If you feel you are, you should get legal help as soon as possible. Contact your local Legal Aid Office or the Human Relations Commission to help you with your case.

### What are the reasons you can be evicted?

A landlord has the right to evict you for:

- Not paying your rent.
- Violating the terms of your lease.
  - Can cover many different reasons from noise to cleanliness
- You have come to the end of the lease and your landlord no longer wants you as a tenant.

### Eviction is Not Instant

There are waiting periods and notices a landlord must provide to you first. You cannot be asked to leave without proper notice. **The landlord cannot just change the locks, remove your possessions from the unit, or shut off utilities. This is called a Self- help Eviction and it is against the law!** If your landlord tries to remove you from your rental property using these methods or threatens you with physical violence, you need to call the police and obtain legal help.

An attorney can help stop the illegal eviction and possibly assist you to collect damages from the landlord.



If you have been served with an eviction notice...

**STOP – Do Not Wait - Get Help Now!**

Call legal aid or a housing counselor, and if you have a caseworker, call them too. If it is after hours or on the weekend, call first thing on the next business day.

**How the Eviction Process Works**

To evict you from the property, your landlord must first give you written notice before filing with the court. This is known as a **Notice to Quit**. This written notice needs to be given to you personally or attached to your door. The document should also tell you the reason why you are being evicted and when you need to leave the property.

- If you are being evicted for non-payment of rent, you will be given **10 days** before the case is filed in court.
- If you are being asked to move for reasons other than non-payment of rent, the notice time is different.
- If your lease is less than one year, you must be given **15 days’ notice** before filing.
- If your lease is for more than one year, you must be given **30 days’ notice** before filing.

It is possible that when you signed your lease, you agreed to waive your right to this notice period. Depending on how clearly this fact was stated in your lease will determine whether it is enforceable.

Eviction Notice Requirements		
Reason for Eviction	Lease Term	Notice Required
Expiration of Lease Term	12 months or less	30 days
Expiration of Lease Term	More than 12 months	60 days
Non-payment of rent	Any lease term	10 days
Other Related Grounds	Any lease term	30 days

When you receive an eviction notice, you must then determine what to do next. If you are being evicted for a valid reason and you have someplace to go, you may just decide to move out before the landlord goes to court. For most people, it is usually not that simple. If you are being evicted for non-payment of rent and you have been a good tenant but have fallen on hard times, try to work something out with your landlord. There may be programs available to help you pay back

rent and maintain your housing. Try contacting your local County Assistance Office, Community Action, or non-profit groups that provide help to people in trouble. If you received a handout of information while taking a class, you that has a list of local contact numbers. You can also look in your phonebook or on the internet.

If your case has made it to court, you can still stop the eviction process by catching up on the back rent. This is known as **The Right to Pay and Stay**. You will need to pay the amount the judge ordered plus court costs within ten days to stop the eviction.

## Going to Court

If you do not move from the property or make arrangements with your landlord to keep eviction proceedings from being filed, you will need to appear before a District Magistrate. The District Magistrate Court is the lower court set up to decide local cases like eviction and other civil matters. You have the right to appear before a District Justice and defend yourself from being evicted. You can go to the hearing and represent yourself, but you will need advice to help prepare your case. It is strongly recommended that you contact a legal professional or housing counselor for help. When you go to your hearing, bring any witness or evidence you have that may show why your landlord is wrong and why you should not be evicted. If you do not go to the hearing, the judge will likely rule against you. If your landlord does not show up at the hearing, you should ask for the case to be dismissed.

When you go to court and after all the information is presented, the Magistrate will make a ruling. If the court rules in your favor, you will be able to stay in the apartment at least until the end of your lease. If the court rules in favor of the landlord, you must leave the property or file an appeal. If you think there is a good reason for an appeal, you should talk to a lawyer about filing a case. (The appeal processes are outlined in the appendix.) **If you have lost your case and do not leave the property, the landlord can file papers to have a sheriff or constable physically remove you from the property.** This is called an **Order of Possession**. The landlord will generally do this within twenty-one days of the ruling.

## Public Housing

In public housing there are some additional rules that apply to evictions. You still have all the same rights discussed above but the process to be evicted is a little different. You will first be served with a **Notice of Proposed Termination**. This notice should clearly state the reason. Examples might include non-payment of rent or a lease violation. In Public housing there is also a reason known as **Good Cause** for which you can be evicted. Good Cause refers to an accusation by the landlord that the tenant has seriously or continually violated the lease. Once you know the reason you are being evicted you need to decide what to do. However, just because you have received the notice does not mean you have to move immediately.

There are steps you can take to try and stop the eviction process. In public housing after receiving the Notice of Proposed Termination you can request an informal settlement conference. This must be done within 10 days of when you were given the notice. Requests for an informal settlement conference should be done in writing and it is best to obtain legal help to do so. At the conference the particulars of your situation will be reviewed and after the conference you will be notified in writing of the outcome. If the situation can be worked out, you will be allowed to stay in your apartment. If the settlement is not in your favor, the eviction process will continue.

If you are unhappy with the outcome you can still file a **formal appeal**. If you decide to file a formal appeal, you must do so within 15 days of receiving the decision from the informal conference. *If you have not already sought legal advice it is a very good idea to do so now.* The formal appeal is held before a hearing officer who will hear both sides of your case and should decide based on the facts in the case. The Hearing Officer will send you a written decision within 30 days after the hearing. The property manager must follow the decision of the Hearing Officer. If the case is decided in your favor you may stay in your apartment. If you are ruled against the property manager will begin the steps described earlier in this chapter and file a case with the local magistrate.

## Housing Choice Vouchers

Housing Vouchers make housing more affordable by paying money to a private landlord directly. Some people know this program by its former name of Section 8. If you receive one of these vouchers you have two different issues that can cause you to lose your housing. You can violate the Housing Choice Voucher Program rules and the issuing authority will discontinue your subsidy. Or your landlord can evict you from the rental property, which could also lead to your voucher being terminated. If you receive notice that your voucher has been terminated it is a very good idea to get legal help. It is possible to file an appeal with the authority that issued the voucher if you feel that they have terminated it unjustly. If you think you have grounds to appeal you should do everything possible to keep your voucher, because once you lose your voucher it is very difficult to get one again.

What we can learn from all this information is that you cannot legally be put out on the street without notice. Even if you did something wrong and the landlord has cause to evict you, he or she needs to follow the law. Understanding what the eviction process will give you time to find another place to live and plan to store your belongings. More details about all the legal aspects of eviction are included in the Appendix.

# Glossary

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## GLOSSARY

**Accessible** - A residence that is suitable or has been adapted for people with physical disabilities so that all areas, including entranceways, bathrooms and stairs are usable.

**Affidavit** - A statement written and sworn to in the presence of someone authorized to administer an oath, such as a District Justice.

**Affordability** - An individual's ability to be able to pay for the costs needed to rent housing, taking into consideration the person's income and expenses.

**Affordable Housing** - Affordable Housing is generally defined as housing where the occupant is paying no more than 30 percent of his or her adjusted gross income for housing costs, including utilities.

**Allegation** - A statement made by an individual that must be proved or supported with evidence.

**Apartment** - A set of rooms used as a dwelling by one person or one family.

**Application Fee** - The part of the costs that is pre-paid by the renter to the lender at the time of application to cover the initial expenses or that is for the loan application.

**Asset** - Anything of cash value that is owned by a person. Assets include real property, personal property, stocks, mutual funds, cash or non-cash items that can be converted to cash. Under most federally and state funded housing programs, the income from an asset is included in a family's total household income.

**Attorney General** - The chief law officer of the state who oversees state prosecuting attorneys and who is responsible for advising the governor and state agencies and departments about legal issues.

**Award Letter** - Notification from the U.S. Social Security Administration on when a person will receive their benefits and how much he or she will receive.

**Back Rent** - Rental payment that is overdue for previous months.

**Binding Agreement** - An agreement between two or more parties, such as a lease or contract, that is written and enforceable by law.

**Boarding House** - A facility that offers rooms for rent and provides meals.

**Bonded** - A guarantee that the company is reputable and responsible for their work.

**Breach** - The breaking or violating of a law for the failure to meet a contractual obligation.



**Case Manager** - A person who provides the services laid out in a plan.

**Center for Independent Living** - An agency that advocates for self-determination, self-respect and equal opportunities for people with disabilities.

**Certified Mail** - Postal service in which the delivery person obtains the signature of the recipient of a mail on a form as proof of delivery to the specified addressee.

**Condominium** - A complex of dwelling units in which each unit is individually owned, but the owner may rent out the units, if permitted.

**Conventional Housing** - A home that is constructed totally at the site. It is the opposite of a factory-built, manufactured or mobile home.

**Co-sign** - Another person signs the lease and promises to pay the other person's rent as stated in the lease if the other person fails to do so.

**Couch Surfing** - Someone who does not have housing and goes from one person's home to another and spends the night.

**Credit History** - A record of a consumer's ability to prepay debts and demonstrated responsibility in repaying debt.

**Creditor** - A person or company to whom money is owed.

**Credit Report** - Used by lenders to determine a potential borrower's credit worthiness. Independent sources compile the report, which lists the borrower's debts, liabilities and assets.

**Credit Reporting Agency** - One of the three retail credit associations that provide an evaluation of a person's history or capacity of debt repayment to which an individual has access.

**Credit Union** - A cooperative organization that makes loans to its members at low interest rates; that accepts deposits and channels the money into lending activities.

**Culpability** - The act of violating the terms of the lease.

**Damage Deposit** - A payment made by the tenant, paid to the landlord who has suffered damage to his or her person property by the tenant.

**Default** - The payment on a loan that was not made on time.

**Defendant** - The person being sued or accused in a court of law.

**Demised premises** - The property that is subject to a lease.

**Department of Licenses & Inspections** - The government entity that administers and enforces the City's code requirements for the enhancement of public safety, including building, plumbing, electrical, mechanical, fire, property maintenance, business, and zoning regulations.

**Duplex** - 2 family dwelling, they can be side by side or top and bottom units in a common building with separate entrances.

**Dwelling** - A place where people live such as apartments, hotels, mobile homes, nursing homes and single-family houses.

**Efficiency** - A small, usually furnished apartment consisting of one room that includes kitchen facilities and a separate bathroom.

**Entities** - Organizations that are legally permitted to enter into a contract and be sued if they fail to meet their contractual obligations.

**Escrow Payment** - To make a deposit of a payment with instructions for a neutral third party to carry out the terms of the agreement or contract when the agreement has been met.

**Eviction** - The formal removal, or legal proceeding by the landlord of a tenant who failed to meet their obligations (rent). In general, this requires formal notice and a probation period for the tenant before he or she must leave the dwelling.

**Fair Housing** - No one can be denied housing based on race, color, religion, national origin and sex in the rental or purchase of homes and a broad range of other housing-related transactions, such as advertising, mortgage lending, homeowner's insurance and zoning. Discrimination of this type is illegal.

**Fair Market Rent** - The amount that a property would command if it were currently available for lease. The Fair Market Rent is usually set at the 40th percentile rent, the dollar amount below which 40 percent of standard quality rental housing units rent.

**FICO** - Fair Isaac Credit Organization is a credit score that is based on a statistical analysis of a person's credit files and determines the likelihood that the person will pay his or her bills. A credit score is primarily based on credit report information, typically from the three major credit bureaus.

**Forensics** - Related to and involving the criminal justice system.

**Forfeiture** - Is the landlords right to enter the premises and end the lease when any of the terms of the lease have been broken.

**Fraud** - A criminal offense whereby a person deliberately deceives another person in order to do damage to them.

**Good Cause** - A legally sufficient reason for a court action or ruling such as failure to pay rent or violating the lease, which may be required to support an eviction.

**Grace Period** - An agreed-upon time after the payment of a debt is past due and during which time a party can pay back the debt without being penalized.

**Habitable** - The provision of safe and sanitary shelter with working locks; heat in the winter months, is not infested with vermin, such as mice, roaches, termites, mold, etc; where neighbors do not make too much noise or sell narcotics, safe drinking water is available, and any other rules that may be applied by different jurisdictions.

**Housing Choice Voucher** - (formerly known as Section 8) These rental subsidies are available through the Public Housing Authority. Some communities have a "preference" for people with disabilities which enables people with disabilities to receive priority for obtaining these Vouchers.

**Housing Counselor** - Professionals who provide counseling and assistance to individuals on a variety of issues, including loan default, fair housing, renting and home buying.

**Identity Theft** - Stealing the identity of others by using their credit card, driver's license, social security or other personal identification numbers. The thief can use the information to open new accounts and access existing accounts. Not only can the thieves run up bills for the victims, but they can commit crimes pretending to be the victim, who may have enormous difficulty proving otherwise.

**Income-Based Rental Housing** - housing where the tenant pays rent based on his/her income.

**Informal Settlement Conference** - When the lawyers (and sometimes their clients) meet and discuss to try to resolve the conflict or at least determine the points of conflict before the case is heard before a judge.

**Informa Pauperis** - When the judge allows someone to file a legal case or appoint a counsel free of cost or without paying majority of charges because the person has no money.

**Investment Income** - Income that is made from investments, capital gains, interest, stock dividends, mutual fund distributions.

**Issue of Notice to Quit the Premises** - The notice given by a landlord (owner) to a tenant to leave the premises (quit) either by a certain date (usually 30 days) or to pay overdue rent or correct some other default (having pets, having caused damage, too many roommates, using the property for illegal purposes, etc.) within a short time (usually three days). A notice to quit must contain certain information, such as: names of the persons to leave, whether their tenancy is by written or oral agreement, an amount of any financial delinquency and the period it covers, and to whom they should surrender the premises. If the tenant is month-to-month, a notice to quit without reference to default usually requires no reason. Although state laws vary, generally the notice must be served personally on the tenant or posted in a prominent place like the front door with a copy sent by certified mail.

**Landlord** - A person, corporation, or a group of persons or corporations that own land or a building and rents some or all of it to someone else.

**Last Month's Rent** - Part of the payment to the landlord at the time of signing the lease that includes the rental fee for the last month of the term of the lease.

**Lease** - The formal legal document or agreement between the landlord and the tenant whereby the landlord agrees to rent property to the tenant for a period in return for payment by the tenant.

**Legal Contract** - An agreement between two or more parties, especially one that is written and enforceable by law that sets forth what the parties will or will not do. Most contracts that can be carried out within one year can be either oral or written.

**Lessee (Renter/Tenant)** - A person or organization that usually signs a lease and rents a property from another.

**Liability** - To be legally responsible for a debt.

**Litigation** - The process of bringing or contesting a lawsuit; a legal proceeding in a court that determines and enforces legal rights.

**Long Term Care Facility** - A living arrangement that provides care given in the form of medical and support services to persons who have lost some or all their capacity to function due to an illness or disability.

**Low-Income** - Having a relatively small earned income; the income amount can vary depending on the median family income for the geographic area and on housing costs.

**Low-Income Housing** - Housing units that, by reason of rental levels or amount of other charges, are available to low-income families or individuals whose incomes do not exceed

the maximum income limits established for continued occupancy in federally assisted low-rent public housing.

**Low Income Housing Tax Credit Program (LIHTC)** - Is an indirect Federal subsidy use to finance the development of affordable rental housing for low to moderate income households.

**Magistrate** - A judge in a lower court whose control is limited to the trial of misdemeanors and the conduct of preliminary hearings on more serious charges.

**Market Rent** - The amount for rent that can be charged by pricing the rent at a level near that of similar properties in the market area.

**Moderate-Income** - Of or relating to people or households supported by an average or slightly below average income.

**Money Order** - A written order for the payment of an amount of money to a named individual; which can be obtained and payable at a post office.

**Negligence** - The failure to fulfill the terms of an agreement.

**Neighborhood Watch** - A program to raise awareness of crime and crime prevention within local communities, with members taking part in various initiatives, sometimes involving the patrolling of streets.

**Obligation** - The amount of debt owed.

**Order for Possession** - A court order that entitles a landlord legally to evict a tenant regain possession of the property.

**PA Housing Search** - [pahousingsearch.com](http://pahousingsearch.com) is a free online rental and homeownership service. That links people with the housing that they need. Funded by PHFA, PEMA, PAHMA, PA DCED, PA DHS, PennDel AHMA.

**Pension** - A sum of money paid regularly as retirement compensation, which is a fixed amount of money paid by the government, a former employer, or an insurance company for an injury sustained on a job, or as a reward for years of service.

**PHFA** - Pennsylvania Housing Finance Agency - The Pennsylvania Housing Finance Agency was created by the Pennsylvania General Assembly in 1972 to provide affordable housing for older adults, families of modest means, and persons with disabilities.

**Plaintiff** - The person who initiates a lawsuit against someone else in a court of law.

**Premises** - The building or complex in which the dwelling unit is located including common areas and grounds.

**PREP** - The Prepared Renter Program, a collaborative effort between PHFA and SDHP, is a training program that equips Pennsylvanians with information they need to become successful renters. PREP is designed to inform renters about a variety of topics including assessing their housing needs, understanding the language of a lease, communicating with landlords, and creating and working within a budget.

**Pro Bono** - Legal work that is done for free because it is for the public good.

**Project Based Voucher** - A component of a housing choice voucher program. A voucher that is attached to a property and is not portable.

**Property Manager** - A person who controls a property (often the landlord) whose responsibility is to implement and oversee effective maintenance and improvement programs and is paid for his or her services.

**Property Tax and Rent Rebate Program** - This is available to qualified seniors and permanently disabled citizens and is administered by the PA Department of Revenue and funded by the Pennsylvania Lottery.

- The program benefits eligible people 65 years or older; widows and widowers 50 years or older; and Pennsylvanians with disabilities 18 or older.
- The household eligibility income limit is \$15,000 for renters and \$35,000 for owners, and the maximum rebate is \$650.
- Claimants can exclude 50 percent of their Social Security benefits/Tier 1 Railroad retirement income when determining the eligibility income limit.

**Prothonotary** - The officer who officiates as principal clerk of some courts.

**Public Assistance** - Government aid that usually consists of money, food, food stamps, or other benefits, given by government agencies to people on low incomes, dependent children, and others in financial distress.

**Public Housing** - Housing managed by the government and provided at a relatively low rent as a form of public assistance.

**Public Housing Authority** - Any state, county, municipality, or other governmental entity or public body that has the authority under the state enabling legislation to engage in the development or administration of low-rent public housing.

**Public Utility Commission** - This agency balances the needs of consumers and utilities to ensure safe and reliable utility service at reasonable rates. PUC protects the public interest; educates consumers to make independent and informed utility choices; furthers economic development; and fosters new technologies and competitive markets in an environmentally sound manner.

**Real Estate** - A term that generally refers to land with or without buildings or improvements.

**Registered Mail** - A secure mail service provided by post offices to ensure swift and secure delivery of letters and packages. Each item's route is recorded, and it must be signed for on delivery.

**Rent** - Compensation or fee paid for the occupancy and use of any rental property, land, buildings, equipment, etc. The amount charged by the landlord for the right to occupy the unit, usually stated as a monthly rate.

**Rental Agent** - Individuals who administer commercial and residential rental properties such as rental apartments and other rental housing.

**Rental Subsidy** - Financial assistance in the form of government loans, grants, or other contributions that are used to make rental housing affordable.

**Renter** (Lessee/Tenant) - A person or organization that usually signs a lease and rents a property from another.

**Representative-payee** - A person who has been given the authority to help individuals manage their finances and benefits. A representative may be a shelter caseworker, mental health case manager, friend or relative.

**Resident** - The term used for someone that lives in any type of housing.

**Reasonable Accommodation** - is a change in policies, practices, or services, when such a change may be necessary to afford a person with a disability equal opportunity and access to use and enjoy a dwelling.

**Reasonable Modification** - is a structural or other physical change to the unit or housing structure to provide physical access to a person with a disability.

**Rural** - An area outside larger and moderate-sized cities and surrounding population concentrations that typically has farms, ranches, small towns and unpopulated regions.

**SDHP** - Self-Determination Housing Project of Pennsylvania, Inc. is a non-profit organization whose goal is to increase the stock of affordable, accessible and integrated

housing and to expand access to public and private housing programs and to advocate for choice and control in housing for people with disabilities.

**Section 8 Public Housing** (See Housing Choice voucher) - Federally funded housing program administered by public housing authorities that provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities.

**Security Deposit** - A non-interest-bearing refundable amount of money, generally equal to some portion of monthly rent that will be held by the landlord to ensure that the conditions and obligations under the lease agreement are met. The landlord has the right to deduct from such security deposit any amounts owed under the lease that the tenant has not paid to the landlord. If any of the security deposit remains, the landlord will refund those funds to the lessee upon termination of the lease.

**Shelter(s)** - A building serving as a temporary refuge or residence for homeless persons.

**Single-Family Home** - A free standing single-family dwelling.

**Single Room Occupancy (SRO)** - Is a form of housing in which one or two people are housed in individual rooms (sometimes two rooms, or two rooms with a bathroom or half bathroom) within a multiple-tenant building.

**Sober Living Facility** - Facilities where all residents have agreed to remain alcohol and drug-free. Typically, a Single Room Occupancy type of building.

**Studio Apartment** - An apartment, usually for one person, that consists of one large room, a small kitchen, and a bathroom. The single large room is meant to accommodate all living spaces: the bedroom, the dining room, and the living room.

**Subsidized** - The housing for low- and moderate-income families in which rents are paid in part by the government or in which the government pays a portion of the developer's loan interest costs so that he or she can charge lower rents.

**Suburban** - A development of real estate in areas surrounding the central area of a city.

**Tax Credit Property** - Building where the owner received a tax break to develop the property and, in return, must offer a certain number of units at below market rents.

**Tenant** (Renter/Lessee) - A person or organization that usually signs a lease and rents a property from another.

**Tenant Group** - Neighbors that join in order to have a stronger voice, to gather views on what the community wants, and to improve services for tenants. Sometimes known by other names such as a Resident Council, Tenant Association.



**Term** - The length of the lease/rental agreement. Many landlords will not lease for less than a 12-month term whereas others are willing to rent on a month-to-month basis.

**Termination** - Legal notice from the landlord to the tenant that the tenant has not met the conditions of the lease agreement and the agreement is therefore ended and the tenant must leave the dwelling.

**Transitional Housing** - Temporary accommodations for displaced individuals and families. The term "transitional" refers the impermanent nature of the lodging and to government programs that support transition to permanent accommodations.

**Unit** - Residential space for the private use of a person or family. Apartments are generally referred to as units.

**Urban** - Related to or belonging to a city or a town of significant size and importance which is a center of population, commerce, and culture.

**Utilities** - The services provided by public utility companies such as water, gas, electricity and telephone.

## Appendix

### Contents:

- I. Obtaining a Certified Copy of a Birth Record
- II. Contacting the Social Security Administration
- III. Obtaining a Pennsylvania Photo ID Card
- IV. Annual Credit Report Request Form
- V. Procedure to File a Complaint to HUD
- VI. List of Pennsylvania Housing Authorities
- VII. Legal Advice from the Pennsylvania Legal Aid Network and a list of agencies that provide legal services in different regions of the state.
- VIII. Rules about Security Deposits
- IX. Two articles from the Northwestern Legal Services outline what your rights are as a tenant in order to live in a safe, sanitary, habitable home in peace and quiet.
- X. The legal steps you as a tenant can take when you think your rights according to your lease are being violated.
- XI. How you as a tenant can get your landlord to make repairs that you think violate the housing code.
- XII. Sample Letters
- XIII. The legal process a landlord must follow in order to evict a tenant in Pennsylvania
- XIV. Cleaning Guide

## **PREP Appendices**

The PREP appendix section includes a collection of forms, documents, and tools from various government websites and publications. These are intended to be used by both the trainers and the participants.

This information has been collected as a convenient way to locate all the documentation someone may need in the rental process.

If you need further information or assistance, please contact the agency directly or visit the official website.

## Birth Certificate

The Division of Vital Records maintains records of births that occurred from 1906 to the present. Certified copies of birth certificates (with a raised seal) are issued and acceptable for various uses, such as:

- Personal identification
- Employment
- Passport application
- Social Security

There are three ways to obtain a certified copy of a birth certificate. Be sure to complete all required information on the application form provided within each link:



**Order Online** thru  
Vitalchek, the authorized  
service provider for the  
Pennsylvania  
Department of Health



**Order by  
Mail**



**Order in person** at one of  
these 6 public office  
locations:

**Erie**  
**Harrisburg**  
**New Castle**

**Pittsburgh**  
**Scranton**  
**Philadelphia**

**\*Please note:** Processing times vary by site. You may select the links above for additional information on specific processing times in our public offices.

### Cost

There is a \$20 fee for each certified copy. Check or money order should be made payable to Vital Records. This fee may be waived for individuals who served or are currently serving in the Armed Forces or their dependents. The Armed Forces fee waiver **does not** apply to genealogical requests. An additional fee is charged by Vitalchek for using the online ordering process.

**IMPORTANT INFORMATION REGARDING RIGHT-TO-KNOW LAW:** Birth certificates maintained by the Division of Vital Records are not public certificates and, therefore, cannot be released under the provisions of Pennsylvania's Right-to-Know-Law. To determine if you are eligible to apply for a certified copy, please review the following:

## Who May Request a Birth Certificate?

Only certain people can request a birth certificate. You must be:

- Person named on the birth certificate, who is 18 years of age or older (if under 18, immediate family member must apply)
- Legal representative
- Husband / wife
- Parent / step-parent\*
- Brother / sister / half-brother / half-sister
- Son / daughter / stepson\* / stepdaughter\*
- Grandparent / great grandparent (specify maternal or paternal)
- Grandchild / great grandchild
- [Power of Attorney](#) (for person named on birth certificate or immediate family member listed above)

If the person named on the birth certificate is deceased, a family member who is not an immediate family member must submit a copy of the death certificate to be eligible to receive a certified copy of the birth certificate. \*A step-parent or step-child is required to submit parents' marriage record supporting their relationship.

## What if the Year of Birth is Unknown?

An applicant may request a [multi year birth search](#).

### **On December 15, 2011, Governor Tom Corbett approved [Senate Bill 361](#).**

This bill amends the Act of June 29, 1953 (P.L. 304, No. 66), known as the Vital Statistics Law of 1953, to provide for public access to certain birth and death certificates after a fixed amount of time has passed. This legislation provides that such documents become public records 105 years after the date of birth or 50 years after the date of death.

You may access Pennsylvania birth and death indices to search for birth records from 1906 through 1908 and death records from 1906 through 1963. The original birth and death records for these years are located at the [Pennsylvania State Archives](#). Information on searching the indices is available on the [Public Records](#) page.

## **Division of Vital Records Office Locations**

### **Erie**

Division of Vital Records  
Erie Branch Office  
1910 West 26<sup>th</sup> Street  
Erie, PA 16508-1148  
(814) 871-4261

### **Harrisburg**

Division of Vital Records  
Forum Place  
555 Walnut Street, First Floor  
Harrisburg, PA 17101-1914  
(717) 772-3480

### **New Castle**

Division of Vital Records  
Room 401, Central Building  
101 South Mercer Street  
New Castle, PA 16101  
1-877-PA-HEALTH or (724) 656-3100

### **Philadelphia**

Division of Vital Records  
110 North 8<sup>th</sup> Street, Suite 108  
Philadelphia, PA 19107-2412  
(215) 560-3054

### **Pittsburgh**

Division of Vital Records  
411 7<sup>th</sup> Avenue, Suite 360  
Pittsburgh, PA 15219-1973  
(412) 565-5113

### **Scranton**

Division of Vital Records  
Room 112, Scranton State Office Building  
100 Lackawanna Avenue  
Scranton, PA 18503-1928  
(570) 963-4595

# BIRTH

## Application for a Birth Certificate

Print or Type

INTERNAL USE ONLY			
Date:	Initials:		
Delivery:	<input type="checkbox"/> P	<input type="checkbox"/> PO	<input type="checkbox"/> M
	<input type="checkbox"/> S	<input type="checkbox"/> R	<input type="checkbox"/> A

### PART 1: APPLICANT

My current legal name: \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_ (Last) \_\_\_\_\_ (Suffix)

Street: \_\_\_\_\_ Email address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Daytime phone: \_\_\_\_\_

#### MY RELATIONSHIP TO PERSON NAMED ON BIRTH RECORD:

Applicants must be 18 years of age or older or an emancipated minor to apply.

#### Intended use of birth certificate:

☐ Travel/passport    ☐ School    ☐ Driver's license  
☐ Social Security/benefits    ☐ Dual citizenship    ☐ Employment    ☐ Other: \_\_\_\_\_  
 (Please specify other reason.)

### PART 2: BIRTH CERTIFICATE BEING REQUESTED Please complete as much information as possible.

<b>NAME AT BIRTH</b>		<b>AGE NOW</b>	<b>DATE OF BIRTH</b>
_____ (First) _____ (Middle) _____ (Last) _____ (Suffix)			
If name has changed since birth due to adoption, court order or any reason other than marriage, please list that name here: _____ (First) _____ (Middle) _____ (Last) _____ (Suffix)		<b>SEX</b>	<input type="checkbox"/> Male <input type="checkbox"/> Female
<b>TYPE OF BIRTH RECORD</b>	<b>PLACE OF BIRTH</b>		
Born in Pennsylvania	_____ (County) _____ (City/borough/township) _____ (Hospital name)		
<b>PARENT/MOTHER'S NAME</b>			
_____ (First) _____ (Middle) _____ (Last name prior to first marriage) _____ (Current last) _____ (Suffix)			
<b>PARENT/FATHER'S NAME</b>			
_____ (First) _____ (Middle) _____ (Last name prior to first marriage) _____ (Current last) _____ (Suffix)			

### PART 3: ACCEPTABLE FORMS OF IDENTIFICATION

I have included a legible photocopy of one of the following:

- ☐ A valid driver's license or other government-issued photo ID that includes my mailing address. If applying by mail, the address on my ID matches the mailing address listed above. **Expired IDs cannot be accepted.**
- ☐ I do not have a valid government-issued photo ID. Therefore, I have provided two current documents that verify my name and current address (such as a utility bill, pay stub, bank statement, car registration or lease/rental agreement). See [www.health.pa.gov/MyRecords/Certificates](http://www.health.pa.gov/MyRecords/Certificates) for further information.

### PART 5: SIGNATURE OF APPLICANT

By my signature below, I state I am the person whom I represent myself to be herein, and I affirm the information within this form is complete and accurate and made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities. In addition, I acknowledge that misstating my identity or assuming the identity of another person may subject me to misdemeanor or felony criminal penalties for identity theft pursuant to 18 Pa.C.S. §4120 or other sections of the Pennsylvania Crimes Code.

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)  
Signature must agree with the name listed in Part 1 of this form.

### PART 4: FEE

Make check or money order payable to "VITAL RECORDS."

#### Fee waiver Request — member of the U.S. armed forces

The fee is waived if the applicant is requesting the certificate for self, spouse or a dependent child.

☐ I am or my current legal spouse (includes widow/widower if not remarried) is in active service or was honorably discharged from service.

Armed forces member name: \_\_\_\_\_

Service number: \_\_\_\_\_

Rank and branch of service: \_\_\_\_\_

#### HOW TO APPLY

Order from Pa.'s only authorized online provider at [www.vitalchek.com](http://www.vitalchek.com) or by phone at 866-712-8238 (credit cards accepted).

Order in person at a **Pennsylvania Vital Records** branch office in Erie, Harrisburg, New Castle, Philadelphia, Pittsburgh or Scranton. Delivery ranges from same day to five days based on public office processing time.

Order by mail: Send application, identification and payment to:

Department of Health  
Division of Vital Records  
PO Box 1528  
New Castle, PA 16103

Quantity required	
Certificate cost:	\$20.00
Quantity:	X _____
Total:	_____

## Contacting the Social Security Administration

The following information has been obtained from [www.ssa.gov](http://www.ssa.gov). This is the Social Security Administration's official website. Always consult with [www.ssa.gov](http://www.ssa.gov) for the most up to date content.

If you need to contact the Social Security Administration, you can visit online at [www.ssa.gov](http://www.ssa.gov), or call.

Below is commonly requested information from the Social Security website:

### What is a Proof of Income Letter?

- The letter can be used as proof of your:
  - income when you apply for a loan or mortgage;
  - income for assisted housing or other state or local benefits;
  - current Medicare health insurance coverage;
  - retirement status;
  - disability; and/or
  - age.

### How can I get a benefit verification letter?

If you need proof you get Social Security benefits, Supplemental Security (SSI) Income or Medicare, you can request a benefit verification letter online by using your my Social Security account. This letter is sometimes called a "budget letter," a "benefits letter," a "proof of income letter," or a "proof of award letter."

You can also request proof that you have never received Social Security benefits or Supplemental Security Income or proof that you have applied for benefits.

To set up or use your account to get a benefit verification letter, go to **Sign In Or Create An Account**.

If you can't or don't want to use your online account, you can call us at 1-800-772-1213 (TTY 1-800-325-0778), Monday through Friday from 7 a.m. to 7 p.m.



## Replacement Social Security Card

### For a U.S. Born Adult

You can replace your Social Security card for free if it is lost or stolen. However, you may not need to get a replacement card. Knowing your Social Security number is what is important. You are limited to three replacement cards in a year and 10 during your lifetime. Legal name changes and other exceptions do not count toward these limits. For example, changes in immigration status that require card updates may not count toward these limits. Also, you may not be affected by these limits if you can prove you need the card to prevent a significant hardship.

### Important

All documents must be either originals or copies certified by the issuing agency. We cannot accept photocopies or notarized copies of documents. We also cannot accept a receipt showing you applied for the document.

Get a certified copy of a document showing a birth, marriage or divorce that took place in the U.S.

We will mail your card as soon as we have all of your information and have verified your documents. Your replacement card will have the same name and number as your previous card.

### What original documents do I need?

**Citizenship** (If you have not already established your U.S. citizenship with us, we need to see proof of U.S. citizenship. We can accept only certain documents as proof of U.S. citizenship. These include a U.S. birth certificate or U.S. passport.)

**Identity** (We can accept only certain documents as proof of identity. An acceptable document must be current (not expired) and show your name, identifying information (date of birth or age) and preferably a recent photograph.) For example, as proof of identity Social Security must see your:

U.S. driver's license;

State-issued non-driver identification card; or

U.S. passport.

If you do not have one of these specific documents or you cannot get a replacement for one of them within 10 days, we will ask to see other documents, including:

Employee identification card;

School identification card;

Health insurance card (not a Medicare card); or

U.S. military identification card.

**Note** We may use one document for two purposes. For example, we may use your U.S. passport as proof of both citizenship and identity.

## Apply for a PA Identification Card

If you're a legal Pennsylvania resident, you can apply for a non-driver ID card when you turn 10 years old.

You will need to visit your local [PennDOT office](#) with:

- A completed [application for Initial Identification Card](#) (Form DL-54A).
- Proof of your identity and legal U.S. presence, such as your:
  - [U.S. birth certificate](#) with raised seal (copies **will not** be accepted).
  - [Valid U.S. passport](#).
- Your Social Security card.
- Proof of your PA address (if you're 18 years old or older), such as your:
  - Lease agreement.
  - W-2.
  - Current utility bill.
- Payment for the \$30.50 fee. Driver License Centers do not take cash or credit cards only checks or money orders made payable to "Commonwealth of Pennsylvania".

Visit the PennDOT website for a complete list of accepted and required documents:

- [Citizens](#).
- [Non U.S. citizens](#).

**NOTE:** You will need to have your photo taken.

Your Pennsylvania non-driver ID card will be issued at the PennDOT office.

If you are under the age of 18, a parent, guardian or person with loco parentis must accompany you to a PennDOT Driver License Center

## Renew/Replace a Pennsylvania ID Card

To renew or replace your PA state ID card, you will first need to request a camera card either [online](#) or **by mail**.

To **request a camera card by mail**, you will need to complete:

- The renewal application form sent to you by PennDOT.
- OR**
- A [Photo Identification Card Application for Change/Correction/Replacement/Renew](#) (Form DL-54B). **Use this form if:**

- You did not receive a renewal application from PennDOT and your ID card expires within the next 6 months.

**OR**

- You are ordering a replacement ID card.

**Send the application form and check or money order** for the \$30.50 fee to the address listed on the form to receive a camera card.

**NOTE:** You should receive your camera card within 10 days. If you haven't received it after this time, contact [PennDOT](#) directly.

**Once you have received your camera card**, you will need to visit a PennDOT photo center and:

- Provide your camera card.
- Provide [proof of your identity and signature](#), such as your:
  - PA State ID card.
  - Passport.
  - Employee ID card.
- Verify your Social Security number (SSN), if required.
- Have your photo taken.

More information or center locations can be obtained at [www.dot.state.pa.us](http://www.dot.state.pa.us)

***\*\*Driver License Center locations can also be found in your local phonebook.***

Beginning **October 1, 2020**, Pennsylvanians will need a REAL ID-compliant driver's license, photo ID card, or another form of federally-acceptable identification (such as a valid passport or military ID) to board a domestic commercial flight or enter a federal building or military installation that requires ID.

Getting a REAL ID is optional for Pennsylvania residents, and they will be available in **spring 2019** to Pennsylvanians who want them.

The chart below shows the difference between a standard ID or driver's license, and a REAL ID:

	Standard ID or Driver's License	REAL ID or Driver's License
Driving (DL only)	✓	✓
General Identification Purposes	✓	✓
Boarding a Domestic (U.S.) Flight after October 1, 2020	✗	✓
Entering a Federal Facility (that requires ID) or Military Base	✗	✓



## APPLICATION FOR INITIAL IDENTIFICATION CARD

Bureau of Driver Licensing • P.O. Box 68272 • Harrisburg, PA 17106-8272

## ALL SECTIONS MUST BE COMPLETED

<b>A</b>	LAST NAME _____ JR./ETC _____ FIRST NAME _____ MIDDLE NAME _____ DATE OF BIRTH: MONTH _____ DAY _____ YEAR _____ HEIGHT: FEET _____ INCHES _____ SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER _____ SEX _____ Telephone Number (8:00 a.m. to 4:30 p.m.) _____ EYE COLOR (please check one): <input type="checkbox"/> BLUE <input type="checkbox"/> BROWN <input type="checkbox"/> GREEN <input type="checkbox"/> HAZEL <input type="checkbox"/> PINK <input type="checkbox"/> BLACK <input type="checkbox"/> GRAY <input type="checkbox"/> DICHROMATIC <input type="checkbox"/> OTHER _____ CURRENT STREET ADDRESS - A Post Office Box number may be used in addition to the actual residence address, but cannot be used as the only address. _____ CITY _____ STATE <b>PA</b> ZIP CODE _____ If this is a change of address and you are a registered voter in PA, would you like us to notify your county voter registration office of this change? <input type="checkbox"/> YES <input type="checkbox"/> NO If you are not a registered voter, you may contact your county voter registration office. PA strongly supports organ and tissue donation because of its life-saving and life-enhancing opportunities <input type="checkbox"/> ADD (Parental consent required if under 18) <input type="checkbox"/> REMOVE																		
<b>B</b>	Do you hold a current/valid out-of-state driver's license? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, you must surrender your out-of-state valid license. Please provide the names and record numbers (if known) of all States where you have previously been issued a Learner Permit (LP), Driver's License (DL), or Identification Card (ID). <table style="width: 100%;"> <tr> <td style="width: 33%;">STATE _____</td> <td style="width: 33%;">LP/DL/ID NUMBER _____</td> <td style="width: 33%;">NAME (if different than above) _____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>										STATE _____	LP/DL/ID NUMBER _____	NAME (if different than above) _____	_____	_____	_____	_____	_____	_____
STATE _____	LP/DL/ID NUMBER _____	NAME (if different than above) _____																	
_____	_____	_____																	
_____	_____	_____																	
<b>C</b>	CHECK APPLICABLE BLOCK BELOW:								FEE INFO.										
1. <input type="checkbox"/> I HAVE NEVER HELD A PA DRIVER'S LICENSE/PERMIT OR IDENTIFICATION CARD AND I AM APPLYING FOR AN INITIAL IDENTIFICATION CARD. (You must apply in person at any Driver License Center.)								\$30.50											
2. <input type="checkbox"/> I CURRENTLY HOLD A PA DRIVER'S LICENSE/PERMIT AND AM APPLYING FOR A NON-DRIVER IDENTIFICATION CARD FOR THE FOLLOWING REASON:								FREE											
<input type="checkbox"/> I am surrendering my driving privilege for health reasons that may affect my ability to safely operate a motor vehicle. I understand that my license will not be reissued until I successfully complete the appropriate examination. (If you have not already surrendered your Driver's License/ Learner's Permit, please attach it to this application.)																			
<input type="checkbox"/> I am voluntarily surrendering my driving privilege with the understanding that it will be retained for a minimum of six months as required by 67 Pa. Code 93.2. It is understood that I will not be permitted to apply for my driver's license, Class A through M inclusive, for a period of six months. (Attach Driver's License/ Learner's Permit.) A VOLUNTARY SURRENDER WILL NOT BE ACCEPTED AS CREDIT TOWARD A SUSPENSION, RECALL, CANCELLATION, OR REVOCATION.								\$30.50											
<input type="checkbox"/> As a result of my parent's or guardian's withdrawal of consent for me to drive a motor vehicle (Attach Driver's License/Learner's Permit.) PLEASE NOTE: A DL-100A MUST ACCOMPANY THIS APPLICATION.								\$30.50											
<input type="checkbox"/> As a result of the suspension of my driver's license. License <b>MUST</b> be attached. If not, you <b>MUST</b> complete the <b>ACKNOWLEDGEMENT</b> : I _____ hereby acknowledge that my driving privilege is suspended/revoked/disqualified in Pennsylvania and my (PRINT NAME) A. <input type="checkbox"/> License issued by Pennsylvania has expired. B. <input type="checkbox"/> License issued by Pennsylvania has been: <input type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Mutilated When? _____ How? _____ C. <input type="checkbox"/> License issued by Pennsylvania has been surrendered to or confiscated by the Police/Court. When? _____ What Police Department/County? _____ D. <input type="checkbox"/> License issued by Pennsylvania has been previously surrendered to PennDOT to serve an existing period of suspension. When? _____ Why were you suspended? _____								\$30.50											
3. <input type="checkbox"/> I DESIRE TO HAVE AN IDENTIFICATION CARD ALONG WITH MY CURRENT/EXPIRED PA DRIVER'S LICENSE/PERMIT.								\$30.50											
<b>D</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <b>CERTIFICATION (SIGN AND ENTER DATE OF APPLICATION)</b>  <input type="checkbox"/> For Veterans wishing to add the Veterans Designation to their Driver's License or ID Card:            I certify under penalty of law that I am a qualified applicant and hereby request it be added to my product. I understand that misrepresentation will result in the cancellation of my identification card.  <b>I acknowledge that receiving a Pennsylvania Permit, License or ID card will cancel or invalidate any Permit, License or ID card from another state.</b> I certify under penalty of law that all information given on this application is true and correct. I hereby authorize the Social Security Administration to release to the Department of Transportation information concerning my Social Security Identification Number for the purpose of identification. If using a Messenger Service, I hereby authorize the Department to furnish them with my driving record for the purpose of processing this form.  <input type="checkbox"/> I wish to contribute \$1.00 to the Organ Donation Awareness Trust Fund (see reverse).  <input type="checkbox"/> I wish to contribute \$3.00 to the Veterans' Trust Fund (see reverse).  <b>SIGN HERE</b> _____            APPLICANT'S SIGNATURE IN INK _____ DATE _____  <small>WARNING: Misstatement of Fact is a misdemeanor of the third degree punishable by a fine of up to \$2,500 and/or imprisonment up to 1 year (18 Pa. C. Section 4904 (b)).</small> </div> <div style="width: 48%;"> <b>REQUEST FOR ORGAN DONOR DESIGNATION PARENTAL CONSENT</b>  <input type="checkbox"/> I am under the age of 18 years and I hereby request Organ Donor designation on my Pennsylvania I.D. Card. Applicants 18 years of age or older will have the opportunity to request Organ Donor designation on my Pennsylvania I.D. Card.            I hereby certify that I am a <input type="checkbox"/> Parent, <input type="checkbox"/> Guardian,  <input type="checkbox"/> Person in Loco Parentis, or <input type="checkbox"/> Spouse at least 18 years of age and            I: <input type="checkbox"/> Do give consent  <input type="checkbox"/> Do NOT give consent for applicant's request for Organ Donor designation.  <b>SIGN HERE</b> _____            SIGNATURE OF PARENT, GUARDIAN, PERSONS IN LOCO PARENTIS, OR SPOUSE AT LEAST 18 YEARS OF AGE _____ DATE _____         </div> </div>																		
PAID BY: <input type="checkbox"/> Check <input type="checkbox"/> Money Order Payable to PennDOT (PennDOT does not accept cash, credit or debit cards) TOTAL \$ _____																			
<b>E</b>	DEPARTMENTAL USE ONLY ID NUMBER _____ RESIDENCY REQUIREMENTS (LIST TWO) 1. _____ 2. _____ VERIFICATION OF BIRTH DATE & IDENTITY <input type="checkbox"/> Birth certificate <input type="checkbox"/> Other _____ <b>SIGN HERE</b> _____ SIGNATURE OF EXAMINER _____ DATE _____ BADGE NO. _____ EXAM CENTER _____																		



**You must be at least 10 years of age or older to obtain a Pennsylvania Identification Card.**

If you are under 18 years of age your parent, guardian, person in loco parentis, or spouse who is 18 years of age or older must accompany you. Proper Identification is required and if the last names are different, verification of relationship is needed.

**Out-of-State Address Change:** We may not issue driver license products to an out-of-state address, except in the case of an employee of the federal or state government, armed forces personnel, and immediate members of their families, whose workplace is located outside of Pennsylvania. If this exception applies to you, please check the appropriate box and include documentation of your status with this application. Attach a letter from your employer on their letterhead to document your status, or attach a copy of your current Photo ID issued by your employer. If you are the immediate family of a person meeting one of the allowable exceptions, attach the documentation of the person employed. Additionally, you must indicate your relationship to that person.

I certify that my workplace is located out-of-state and I am employed by, or am the immediate family of a person employed by:

☒ US Armed Forces    ☐ Federal Government    ☐ Pennsylvania State Government

Relationship to person meeting exemption (check one):    ☐ Spouse    ☐ Dependent Child

**SECTION C**

If you check block 1, you must apply in person at a Driver License Center with the identity and residency documents listed below.

If you check block 2 or block 3, you can mail your completed and signed application.

**SECTION D**

**Veterans Designation:** You have the opportunity to add the veterans designation to your identification card, which clearly indicates you are a veteran of the United States Armed Forces. To qualify, you must have served in the United States Armed Forces, including a reserve component or the National Guard, and have been discharged or released from such service under conditions other than dishonorable. If you are requesting to add the veterans designation to your ID card, make sure you check the box at the top in Section D.

**NOTE: Driver License Centers do not accept cash or credit cards. You must pay by check or money order.**

If mailing your application along with your check or money order (if applicable) made payable to PennDOT, send to the: **Bureau of Driver Licensing, P.O. Box 68272, Harrisburg, PA 17106-8272.**

**TO MEET IDENTIFICATION REQUIREMENTS You MUST Present the Following:**

**U.S. CITIZENS - You must bring the Original Social Security Card** (card cannot be laminated) **AND ONE** of the following:

- Birth Certificate with raised seal (U.S. issued by an authorized government agency, including U.S. territories or Puerto Rico. Non-U.S. Birth Certificates will not be accepted.) **No other birth documents will be accepted.**
- Certificate of U.S. Citizenship (**USCIS Form N-560**)
- Certificate of Naturalization (**USCIS Form N-550 or N-570**)
- Valid U.S. Passport (Only valid U.S. Passports and original documents will be accepted.)

♦ If you have an **Out-of-State Driver's License**, it must be presented with one of the above forms of identification.

**NOTE: If the name on your original document differs from your current name, you must provide an original Marriage Certificate, Divorce Decree, or Court Order document.**

**NON-U.S. CITIZENS - You must bring all of the following:**

- Original USCIS/immigration documents indicating current lawful immigration status
- Valid Passport, dependent on status
- Social Security Card or SSA ineligibility letter (must be original; card cannot be laminated)

(Please note: Documents must be original, photo copies will not be accepted.)

To obtain detailed information regarding "identity/residency requirements," you can:

- Visit [www.dmv.pa.gov](http://www.dmv.pa.gov) and Enter Search Term "Pub-195NC," and review required documents; or
- Contact us at 717-412-5300. TTY callers - please dial 711 to reach us.

**TO MEET RESIDENCY REQUIREMENTS You MUST Present TWO of the Following (for customers 18 years of age or older):**

- Lease Agreements
- Tax Records
- Mortgage Documents
- Current Weapons Permit (for U. S. Citizens Only)
- Current Utility Bills (water, gas, electric, cable, phone, etc.)
- W-2 Form

**Note:** If you reside with someone, and have no bills in your name, you will still need to provide two proofs of residency. One proof is to bring the person with whom you reside along with their Driver's License or Photo ID to the Driver License Center. You will also need to provide a second proof of residency such as official mail (bank statement, tax notice, magazine, etc.) that has your name and address on it. The address must match that of the person with whom you reside.

**Organ Donor Awareness Trust Fund (ODTF):** You have the opportunity to contribute \$1.00 to the fund. The additional \$1.00 contribution must be added to your payment. You must also check the block provided to ensure proper handling of your contribution. The ODTF provides for the development and implementation of donor awareness programs and funds shall be appropriated subject to the approval of the Governor.

**Veterans' Trust Fund (VTF):** You have the opportunity to make a tax deductible contribution to the VTF. Your contribution will help support programs and projects for Pennsylvania veterans and their families. Since this additional \$3.00 is not part of the fee, please add the donated amount to your payment. Also, please check the proper block on the form to ensure your contribution is handled properly.

The department is required to obtain the Licensee's Social Security number, height and eye color under the provisions of Sections 1510(a) and/or 1609(a)(4) of the Pennsylvania Vehicle Code. This information will be used as identifying information in an attempt to minimize driver license fraud. Federal law permits the use of the Social Security number by state licensing officials for purposes of identification.

**Visit us at [www.dmv.pa.gov](http://www.dmv.pa.gov) or call us at 717-412-5300. TTY callers -- please dial 711 to reach us**



## What is the procedure for filing a complaint with HUD?

You can file a complaint with the United States Department of Housing and Urban Development by:

- Phone
- Internet
- Mail

### To File By Phone:

Call HUD toll free at 1-800-669-9777.

For TTY call 1-800-927-9275

### To File Online:

Go to the HUD website at [www.hud.gov](http://www.hud.gov)

Under tab "PROGRAM OFFICES"

Choose "Fair Housing / Equal Opportunity"

Choose [file a complaint](#)

Under Online: Choose [English](#) or [Spanish](#)

### To File By Mail:

You can file by mail by printing the online form or by writing a letter. If you write a letter be sure to include:

- Your name
- Your address
- Your phone number
- A description of the problem (why you are making a complaint)
- Dates
- Your landlords
  - Name
  - Address
  - Phone number

*Mail the information to:*

**Philadelphia Regional Housing Office of FHEO**

**U.S. Department of Housing and Urban Development**

**The Wanamaker Building**

**100 Penn Square East, 12<sup>th</sup> Floor**

**Philadelphia, Pennsylvania 19107-3380**



## Pennsylvania Housing Authorities

Housing authorities are located in every county in the state of Pennsylvania.

Visit this website for a list of Housing Authorities in Pennsylvania:

[www.hud.gov](http://www.hud.gov)

Click: Program Office

Click: Public and Indian Housing

Click: Public Housing Agency Contact Information

Under HA Contact information by State (List): Scroll then Click: Pennsylvania – click on go to this page (written in Red)

PHFA has a great tool to use when searching for available housing. Visit [www.pahousingsearch.com](http://www.pahousingsearch.com) Most Housing Authorities are listed.

## **For Legal Advice**

Go to [WWW.PALAWHELP.ORG](http://WWW.PALAWHELP.ORG)

There are some situations when it is best to consult the advice of an expert. The information below was prepared by the Pennsylvania Legal Aid Network, Inc. and is used with their permission. It is not designed to replace the advice of a legal professional. They do not cover all counties in PA, use the link above to access help in your county.

### **Pennsylvania Legal Aid Network, Inc.**

Pennsylvania Legal Aid Network, Inc. is the principal funder and oversight agency for organizations that provide legal assistance to low-income residents of Pennsylvania. The Pennsylvania Legal Aid Network is a community of legal services provider organizations committed to the inspirational goal that every resident in the state will have access to the full range of legal services and legal remedies regardless of where they are in the state. Legal assistance is delivered in all 67 counties of the Commonwealth through regional programs addressing a breadth of legal matters brought forth by local clients. In addition, statewide programs funded by Pennsylvania Legal Aid Network, Inc. focus in-depth on poverty law issues that impact the poor across the state.

### **Pro Bono Net**

Pro Bono Net is a unique collaboration among the various parts of the public interest legal community, organized primarily in New York City. They use information technology to increase the amount and quality of legal services provided to low-income individuals and communities. Probono.net is not only a company name, but also a domain name, which pro bono advocates can type into their internet browser in order to access extensive legal information and to share their information with other advocated working for disadvantaged communities. They can be reached at 212-760-2554.

### **Neighborhood Legal Services Association**

Neighborhood Legal Services Association is a private, non-profit Pennsylvania corporation established in 1966 to provide free legal services in civil cases to low-income people. The program serves the residents of four counties in Western Pennsylvania – Allegheny, Beaver, Butler, and Lawrence. The program's mission is to meet the civil legal needs of the poor and vulnerable individuals by securing the rights and obtaining the benefits to which they are entitled through effective legal representation of eligible individuals and groups. Program services include telephone advice, clinics, referral, community education, representation before administrative bodies, and representation in court. Assistance from the private bar enables the program to stretch its own limited resources in numerous ways, including the Pro Bono Referral Program in which eligible clients are referred to private attorneys for free or reduced-fee representation in certain cases.

To find an agency that provides legal services near you, use the “Resources for Clients” section underneath the “Resources” tab of The Pennsylvania Legal Aid Network’s website, [www.palegalaid.net](http://www.palegalaid.net).

## Information on Security Deposits

A security deposit is an amount of money placed in escrow by the landlord for the purpose of paying for any damage you may cause to your residence or any rent you have failed to pay. There are some limits as to how much a landlord can require from you as a security deposit. The limits are as follows:

- 1) The security deposit may not exceed the amount of 2 months' rent during the first year of the lease
- 2) The security deposit may not exceed the amount of 2 months' rent during second and subsequent years of the lease or during any renewal of the original lease; or
- 3) The security deposit may not be increased where the rent increases after a tenant has been in possession for 5 years or more.

Once the security deposit has been in escrow for 2 years, any amount over \$100 must be placed in an interest bearing account. In addition landlords may, in lieu of placing the security deposit in a bank escrow account, guarantee that the security deposit, plus interest, shall be returned to the tenant upon termination of the lease. The guarantee must be secured by a bond of a bonding company authorized to do business in Pennsylvania.

When you move from your residence, you can seek the return of your security deposit. First, you must give your landlord written notice as to your new address. Once you have provided your address in writing, your landlord has 30 days to give you a written list of any damages to the residence, and an accounting of any rent due and owing. The landlord's written list should be accompanied by the difference between any sum deposited in escrow, including any unpaid interest thereon, for the payment of damages to the residence and the actual amount of damages to the residence caused by the tenant.

If you disagree with the landlord's claim of damages or with the amount of deposit returned to you, you may file a complaint with a District Justice. If your landlord does not give you a written list of damages within 30 days, you can sue your landlord for double the amount of your security. Remember, you must tell the landlord, in writing, where your new address is within 30 days of your move out before you can get your security deposit back.

*The following two articles from Northwestern Legal Services outline what your rights are as a tenant in order to live in a safe, sanitary, habitable home in peace and quiet.*

## **Covenant of Quiet Enjoyment**

### **by: Northwestern Legal Services**

When you rent an apartment, house, or mobile home, the law says you are "buying," among other things, the right not to be bothered or disturbed by other people, including your landlord. The law calls this the implied covenant (promise) of quiet enjoyment. Implied means it is part of your lease even if you don't actually find it in writing. The covenant of quiet enjoyment also applies to oral leases (leases not in writing).

#### **LEASE**

If you have a written lease, read it carefully, because it may require you to give up all or part of the covenant of quiet enjoyment. Typical examples of lease clauses which limit the quiet enjoyment covenant include: prohibiting you from having a pet, making excessive noise or having more than a certain number of people living with you.

#### **LANDLORD ACCESS**

The covenant of quiet enjoyment does not mean that you can keep the landlord from coming into your home for any reason. The landlord can enter your home at reasonable times to make repairs, examine the premises for upkeep, investigate damage or show it to prospective tenants or purchasers. The landlord should, as a courtesy, contact you before coming to your home to make sure it is convenient for you. Of course, if there is an emergency, the landlord can enter your home without your knowledge or permission. An emergency is something such as a burst pipe that, if not fixed right away, could cause the building to be damaged.

#### **What if another tenant is disturbing your quiet enjoyment?**

Typically, this happens when a neighboring tenant does something such as frequently play their stereo too loud. If you are faced with this type of situation, you should tell the landlord about the problem orally and in writing (keep a copy of the letter you send) and ask that he or she do something to stop it. If the landlord fails to resolve the problem, you may want to break your lease and move. If the landlord then sues you for breaking the lease, go to the hearing and explain why you moved. Give the Magisterial District Judge a copy of any letter you sent to the landlord. It is also helpful to bring someone who witnessed the problems you faced to the hearing to explain the situation to the Magisterial District Judge. Finally, tell the Magisterial District Judge that the landlord's failure to do anything to stop the disturbances violated the covenant of quiet enjoyment.

and, therefore, you had a right to cancel the lease and move. However, **there is no guarantee the Magisterial District Judge will accept your defense.** Each case is decided on the facts the Magisterial District Judge thinks are important. If the Magisterial District Judge finds the facts do not prove the covenant of quiet enjoyment was broken by the landlord, you may end up owing the landlord money for breaking the lease.

**What if the landlord tries to keep my girlfriend/boyfriend from visiting my apartment?**

Sometimes a landlord decides that he or she does not like a particular invited guest of the tenant. In one case, a landlord issued a "no trespass" letter to the tenant's boyfriend, then tried to evict her for letting the boyfriend visit. Pennsylvania courts concluded that this type of action by the landlord was a violation of the tenant's right to quiet enjoyment, and did not allow the eviction.

We have made every effort to insure the accuracy of the information in this pamphlet at the time it was created or revised. However, the law does change, sometimes quickly and unexpectedly. Therefore, you should consult an attorney before taking or refraining from any action based on the information in this pamphlet.

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# Warranty of Habitability

## by: Northwestern Legal Services

In 1979, the PA Supreme Court decided that landlords who rent property for people to live in must make sure such property is "safe, sanitary and fit for human habitation." They called this the Warranty of Habitability. [Pugh v. Holmes, 486 Pa. 272, 405 A.2d 897 (1979)] A landlord's obligations under the Warranty of Habitability cannot be taken from you even if you sign a lease that says you are renting the property "as is" or that you are responsible for all repairs.

The Supreme Court decision says you can only use the Warranty of Habitability for serious problems and you must tell the landlord about the problems and give him or her a chance to fix them. A serious problem is one that causes a large amount of discomfort or creates a realistic danger of harm. Some examples include: lack of heat or water, a gas leak, frayed electrical wiring, improperly vented furnace or hot water heater, or a leaky roof resulting in structural damage to your home.



How much notice you must give the landlord before you can use a remedy allowed by the Warranty of Habitability depends on the problem. If the furnace is broken in July, the landlord probably doesn't have to fix it until the fall, but the same situation in January would require the landlord to make repairs within one or two days. While you can give the landlord notice of the problem in person or over the phone, you should also follow up that notice by sending the landlord a letter describing the problem, what you want the landlord to do about it, when you want the repairs finished and what you plan to do if the repairs are not made. Sending the letter by certified mail will help prove that the landlord received it, if that fact is disputed in court.

If the landlord does not make necessary repairs and you live in a city having a housing inspector, have the home inspected. The housing inspector can probably convince the landlord to make repairs to your home. In addition, the inspection itself may give you important evidence of the seriousness of your problem if the landlord takes you to court because you used a remedy available to you under the Warranty of Habitability. Nevertheless, take pictures or gather other evidence you could use in court to prove that your problem is real and serious.

If the landlord does not make the repairs necessary to insure that you have a home that is safe, sanitary and fit for human habitation within a reasonable time, the Supreme Court says you can do one of three things:

**1. Cancel your lease and move.** You will have no obligation to pay any more rent to the landlord and any clause in your lease that says you must pay a penalty for canceling the lease before the end of the lease term cannot be enforced against you.

**2. Make the repairs yourself or hire someone to make the repairs and deduct the cost of the repairs from your future rent payments.** It is important that if you choose this remedy you keep the invoice or receipt you get from the repair person. Make sure the repair person writes on the invoice or receipt the exact nature of the problem they repaired and what they had to do to fix it.

**3. Withhold all or part of your rent.** You should only withhold all of your rent if the problem affects your entire home. Lack of heat would be an example. If the problem only affects part of your home, deduct the percentage of the rent which represents the amount of the home that you can't use because of the problem. You can make such a calculation by estimating the total square feet of space in your home and dividing that amount by the square feet of the room(s) affected by the defect.

**Please note: If you live in a city which has a rent withholding program find out if your problems are serious enough to qualify for that program. Your city housing inspector can probably tell you if your city has a rent withholding program and how to qualify for it. Rent withholding programs typically include a provision prohibiting a landlord from retaliating against a tenant who is found eligible to withhold rent.**

It is very likely that if you use a remedy you have under the Warranty of Habitability your landlord will try to evict you by filing a Landlord/Tenant Complaint with the Magisterial District Judge. If this happens, you will have to go to the hearing and prove that a serious problem exists in your home, you gave the landlord reasonable notice to fix the problem, and the remedy you chose under the Warranty of Habitability was appropriate under the circumstances. You can file a countersuit for any damages caused by the habitability problems if you have already made repairs or otherwise suffered a monetary loss. An example would be excessive utility bills due to a malfunctioning furnace. See the pamphlet, 'District Justice Defense' for more information about filing a countersuit. If you have already moved from the home but suffered a monetary loss due to the landlord's violation of the Warranty of Habitability, you can file a Civil Complaint with the Magisterial District Judge for the amount of your loss. Review the pamphlet, 'District Justice Lawsuit' for more information about filing a suit in Magisterial District Judge court.



This pamphlet describes the type of evidence you will need to defend yourself in court and if you follow it, you will have a better chance of success in court. However, the Magisterial District Judge might still decide the case in the landlord's favor. If this happens, or if you want more information on this topic, contact your local legal services for assistance.

*The legal steps you as a tenant can take when you think your rights according to your lease are being violated.*

## **What Should I Do When I Need Repairs In My Rental Apartment or House?**

This information is from the North Penn Legal Services Reference Center Landlord Tenant Handbook. <http://www.northpennlegal.org>

### **What Should I Do When I Need Repairs In My Apartment Or House?**

There are six main things you may be able to do:

- Move out.
- Have the problem repaired and subtract the cost from your rent.
- Sue to get back part of the rent that you have paid plus other expenses, and/or reimbursement for property damaged or destroyed.
- Withhold rent until the landlord makes repairs.
- Get a court order to require the landlord make the repairs.
- Recover payment damages) for severe emotional suffering; or
- Use a combination of these remedies.

#### **Move out**

1. If a landlord does not provide certain things for you that cause a serious problem, such as a working sewer system, heat in cold weather, or drinkable water, he may be violating what's called a "warranty of habitability"; In these situations, you have the right to end your lease and move out.
2. Do not just leave. If you plan to move out, you should first write to your landlord, tell him about your problems, and ask him to fix the problems within a reasonable period of time. Try to be detailed in your letter; explain how the problem affects your family's home, health, cleanliness, etc. Keep a copy of your letter.
3. If he does not fix the problems within a reasonable time, go ahead and plan to move.
4. When you know when you will be moving out, write to him again, telling him that because he did not fix these problems, that he has violated the warranty of habitability, and as a result, you are moving out. You may also want to request your security deposit back, and some back rent for the time the conditions were bad. It is probably a good idea to wait until the day you are leaving to send the landlord the letter.

#### **Repair and deduct**

1. Repair and Deduct may be a good solution for you if:

1. you don't want to move,
  2. your problem is something specific that a repairperson can fix, and
  3. The repairs will cost less than what you pay for your monthly rent.
2. Before you can get the problem repaired, your first step is to write to your landlord, tell him about your problem(s), and ask him to fix it. Do not skip this step— you must tell him in writing, even if you've already told him before about the problem.
  3. Be detailed about the problem— explain how it affects your family's home, health, safety, cleanliness, etc. If you can, also take pictures and/or videos of the problem.
  4. Always keep copies of all your letters.
  5. Give your landlord a reasonable time to do the repairs.
  6. If he doesn't fix it, you need to write to him again. Tell him that because he has not fixed your problem, you plan to get it fixed yourself and to subtract the cost from your rent, if he does not repair it immediately.
  7. If the landlord doesn't do anything within a day or two, call around and get about three written estimates of how much the repairs will cost. Choose the most reasonably priced company. Remember, you can only use repair and deduct if you can pay for the repairs.
  8. Get the repairs done. Get a receipt. Then, when it is time to pay rent, write to your landlord again, telling him that you got the repairs done, and how much money you spent. Give him a copy of your receipt, and copies of the other estimates you had gotten, so he can see you spent a fair amount. Subtract the amount you paid for repairs from your usual rent amount, and only pay your landlord the difference.
  9. Important: only spend the money on the repairs, not on anything else. The next month, you must go back to paying your usual amount.
  10. Before you get the repairs done, make sure that other people have seen the problem and its effects, so that if you ever need to go to court, you'll have proof that the problem was serious. In addition, if you can get the repair people to describe the problems in their written estimates or receipts, that could be helpful.

### **Lawsuit for back rent and other expenses**

1. Suing for back rent and other expenses may be a good solution for you if you've already spent your own money to get things repaired, or if you're moving out and think you deserve some back rent because the home had serious problems. You can sue whether you are staying in the home or moving out.
2. Before bringing this kind of lawsuit, you should make sure that you've notified the landlord of the problems (in writing), and given him a reasonable chance to fix them, but he hasn't.

3. This solution means going to the Magisterial District Justice and filling out lawsuit papers. You can get more information on how to do this from NPLS or a private attorney.
4. There are many things you can ask for in this lawsuit. For example, you can request:
  1. Reimbursement for any money you've spent to repair the problem, or to repair damages to your property, or to make your place more livable under the circumstances;
  2. Refund for part or all of your back rent paid, for the time period when the problem made your home uninhabitable (how much depends on how bad it was or is);
  3. Reimbursement for your extra utility costs, if your utility bills were unusually high because of the problem;
  4. Reimbursement for any money you spent if you ever had to pay for temporary housing because of the bad conditions;
  5. Reimbursement if you suffered some emotional or physical harm because of the bad conditions caused by the landlord or his failure to fix the problem; and/or,
  6. Reimbursement for your property damaged or destroyed because of the bad conditions (spoiled food, damaged clothing, or furniture).
5. Bring to court any photographs which show the bad conditions. It would also be helpful for other people who have seen the bad conditions to come to your hearing and testify for you. If your local Housing Code Enforcement Office knows how bad the problems are, get them to testify at the hearing or make sure to bring their reports with you. (See sample letter, XX)
6. What you need to do at the hearing is prove to the court that:
  1. these problems seriously interfered with your health, safety, cleanliness, etc.;
  2. these problems were your landlord's fault or responsibility, and,
  3. the landlord didn't fix the problems within a reasonable time after you told him about them.
7. Bring to court all receipts for your expenses, back rent, utility bills, and for anything else you are asking the Court to give you for having to deal with this problem.

### **Withholding rent**

1. Withholding rent may be appropriate for you only if:
  1. you cannot afford to pay for the repairs, and
  2. your problems are so serious that your home is uninhabitable.
  3. But be careful, because it is not often the most appropriate choice, and many courts do not look favorably on it. In addition, while you are withholding

rent you should be looking for another place to live, because the landlord may then try to evict you.

2. Examples of what would not be appropriate problems for withholding rent are torn carpeting, leaky faucets, toilets that won't stop running, cracked walls, or a small or minor amount of bugs or rodents. Examples of what might be appropriate are no hot water, no heat in the winter, dangerous conditions in the structure of your home, a seriously malfunctioning sewage system, or an extreme amount of rodent or other infestation.
3. The safest way to withhold rent to try to get the landlord to improve conditions is to put the rent money into a separate bank account from your other funds. This way, if your landlord tries to evict you or sue you for the money, you can prove to the court that you were not using the money for another purpose.
4. The first step in this process would be to write to your landlord, tell him about your problem(s), and ask him to fix it. Do not skip this step– you must tell him in writing, even if you've already told him before about the problem.
5. Be detailed about the problem– explain how seriously it affects your family's home, life, health, safety, cleanliness, etc. If you can, also take pictures of the problem.
6. Always keep copies of all your letters.
7. Next, give your landlord a reasonable time to do the repairs.
8. If he doesn't fix the problem, you need to write to him again. Tell him that because he has not fixed your problem, your home is uninhabitable, and therefore, you intend to withhold your rent. Tell him that you will begin paying rent again after he fulfills his obligations as a landlord.
9. Do not spend this money. (To learn how to spend your money to make repairs, see "Repair and Deduct" above). Put the money into a separate account. You can ask your local bank how to do this. This way, if your landlord takes you to court and wins a judgment against you, you will have the money to pay it back.

### **Court order – specific performance**

"Specific performance," in these situations, means getting a court to order a landlord make necessary repairs to an apartment. This sounds like a great solution, but unfortunately it's very difficult to get a court to look over a landlord's shoulder and make sure he does something he may not want to do. As a result, courts will most often choose not to do this. Specific performance is something that must be ordered by a Common Pleas Court, not the Magisterial District Judge. As a result, you should contact a lawyer if you have questions about whether this is possible in your case.

### **Recover payment (damages) for severe emotional suffering**

If you can prove that your landlord, by failing to make repairs of very serious defects that create a danger to your health or safety, has intentionally or recklessly caused you or your

family to suffer severe emotional suffering, you may be able to recover money damages from your landlord to pay for this severe emotional distress. The landlord's conduct in failing to repair, usually over a long period of time, despite notice from you of the defects, must be "extreme and outrageous". Your landlord must have intentionally and recklessly caused you serious emotional distress, and the emotional suffering you experience must be severe. It would be best to contact an attorney if you wish to bring such a lawsuit for severe emotional distress.

### **Combination of remedies**

You may choose a combination of remedies. Any one of the previous remedies, by itself, may not be totally suitable for you. Your situation may allow you to use a combination of different remedies.

Suppose, for example, that for the past 2 months you have paid the full rent but have had no hot water. You have told the landlord about it but he has not made the repairs in a reasonable length of time. In the meantime, you have found another place to live and plan to move there next month. What can you do? You may choose to:

- request that a part of the past 2 months' rent be returned to you;
- reduce part of this month's rent; and
- move out next month without being responsible for future rent to your present landlord. However, you should be aware that none of these options are perfect or easy winners. Any of them could cause your landlord to try to evict you. However, if your landlord is truly not providing you with safe, sanitary conditions, he cannot evict you solely to get back at you. If you do get an eviction notice, call NPLS or a private lawyer for further assistance.

*How you as a tenant can get your landlord to make repairs that you think violate the housing code.*

## **Housing Code Fact Sheet**

By: MidPenn Legal Services – This information is from PALawhelp.org

When you rent an apartment or house, your landlord guarantees that s/he will make the repairs that are needed to keep the rented premises safe and sanitary. This guarantee is called the Warranty of Habitability, and it cannot be waived by tenants. If repairs are not made as requested, you need some way to motivate your landlord to make the repairs quickly. You also may need proof that the repairs were not made in order to assert your rights. (For more information on how to request repairs and what your rights are if your landlord does not make the repairs, see MidPenn's brochure entitled Repair & Deduct: a Tenant's Right to Safe and Decent Housing.) For serious problems, often the best way to get your landlord to make repairs is to arrange for a housing code inspection.

When you have asked your landlord to make repairs, and the repairs have not been made, you can call the Housing Code Enforcement Officer. Code Enforcement Officers often respond quickly to tenants' requests for inspections, and if the problems are very severe, the Code Enforcement Officer may require the landlord to fix the problem immediately or face a steep fine. The fines are often very expensive, so many landlords will make the repairs rather than paying the fine.

### **How do I arrange for a housing code inspection?**

Check the blue pages of your telephone book to see if your local government has a Housing Code Enforcement Office. Try calling the borough or township office.

If your local government does not have a Housing Code Enforcement Office, you can contact the Pennsylvania Department of Labor, (717) 787-6114. You must also request an inspection in writing by sending a letter to: PA Department of Labor and Industry, B.O.I.S., Room 1518, Labor and Industry Building, 7th and Forrester Streets, Harrisburg, PA 17120.

**Remember**, you should always try to negotiate with your landlord. Request in writing that your landlord make repairs. Give him or her a reasonable amount of time to make the repairs. If it is clear that your landlord does not intend to make the repairs, a code inspection is one way to get them done.

**What kinds of tenants can arrange for housing code inspections?**

**Local code** enforcement requirements vary from borough to borough. Contact your local office to ask whether your situation is included within the local code.

**State Code** Enforcement Officers will only inspect multiple unit dwellings (the law specifies apartment houses, tenement houses, apartment hotels, club houses, lodging houses, and rooming houses) of at least two units which are vertically stacked (like an apartment building), not side-by-side (townhouses or rowhouses). Farm buildings occupied by fewer than ten employees are also excluded.

**What good does a housing code inspection do me if my landlord still refuses to make repairs?**

If you arranged for a housing code inspection and your landlord has not made the necessary repairs to bring the premises up to Code standards, you can use the code inspection report as evidence in a subsequent hearing. For example, if your landlord files a Complaint with the district Justice to evict you for nonpayment of rent, you can use the inspection report to show that you should not have been required to pay the full rent during the period that the habitability problems existed. If the problems threaten your health or safety, you may be entitled to just move out with no further obligation to pay rent. Or, you can affirmatively sue your landlord at District Justice Court for damages and/or past rent paid related to the habitability problems. In all of these situations, a housing code inspection report is excellent evidence of what the problems are and that your landlord refused to fix the problems.

In order to offer a code inspection report as evidence in a hearing, you may need to call the code inspection office as a witness and/or provide written certification from the code inspection officer that the report is accurate and part of the municipality's records. For further information about using a housing code inspection report as evidence, feel free to contact MidPenn Legal Services.

**What if the problems are really, really bad and my landlord can't repair them right away?**

**A word of caution:** If the problems indicated in the housing code inspection are very severe and cannot be repaired quickly, the Code Enforcement Officer may condemn the unit. Condemnation is required when habitability problems are very severe, posing a threat to health and safety. In that situation, you would have to find alternate housing with very little advance notice.



**What if my landlord finds out that I called the Code Enforcement Office?**

State code enforcement and many local Code Enforcement Offices keep reports by tenants confidential. Confidentiality by code enforcement helps to insure that landlords do not find out who make the report and retaliate against that tenant.

Even if your landlord does find out that your reported the situation to the code enforcement office, landlords are forbidden from retaliating against tenants for asserting their rights. Landlords are not allowed to evict tenants, or increase rent, simply because the tenant called the Code Enforcement Office. This kind of eviction is call retaliatory eviction.

## Sample Letters

The following letters each have a specific purpose. In this section of the appendix, you will find:

- Letter 1 – A first request to a landlord asking for repairs to the apartment.
- Letter 2 – A notice to the landlord that you are moving out because repairs were not made.
- Letter 3 – A complain to the code enforcement because of serious problems.
- Letter 4 – A notice to the landlord that you plan on making repairs.
- Letter 5 – A notice to the landlord that you have made repairs.
- Letter 6 – A notice to the landlord that you are withholding rent and putting it in escrow.

This information was found on PAlawhelp.org and then linked to North Penn Legal Services site. <http://northpennlegal.org/resources/landlord-tenant-handbook-eviction-process-getting-help>

## **First request for repairs to landlord**

March 11, 20XX

**[Mr. or Ms. and your landlord's name and address]**

Mr. John Smith  
250 Main Street  
Anytown, PA 19999

Dear Mr. Smith:

**[Say who you are]**

We are your tenants at the Low Rise Apartments on Broad Street, under a lease agreement dated November 20, 20XX.

**[Tell what your problem is]**

We are having a problem with our toilet and sewer system. Every time we flush the toilet, raw sewage backs up into our sinks and the bathtub. It's really unhealthy and unsanitary, especially since we have an 8 month old infant. We request that you fix the problem by March 20, 20XX.

Sincerely,

***[Your (tenant's) name and address]***

Susan and Fred Jones  
150 Broad Street, Apt 15  
Anytown, PA 19999

## **Moveout letter after landlord fails to make critical repairs**

March 21, 20XX

**[Mr. or Ms. and your landlord's name and address]**

Mr. John Smith  
250 Main Street  
Anytown, PA 19999

Dear Mr. Smith:

**[Say who you are]**

We are your tenants at the Low Rise Apartments on Broad Street, under a lease agreement dated November 20, 20XX.

**[Tell again what your problem is]**

On March 11, 2008, we wrote to you to tell you that our toilet and sewer system wasn't working right, and asked you to fix it by March 20, 20XX. We told you that waste was backing up into the sinks and the bathtub of our apartment, which made the apartment very unhealthy and unsanitary.

**[Say that he has not fixed the problem and say what you plan to do]**

Despite our letter requesting you to fix this problem, you have not repaired this problem. By not fixing it, you have broken the lease. We cannot continue to live in this apartment with this terrible situation, and are therefore ending our lease agreement, and leaving the apartment as of today, March 21, 20XX.

**[Optional – Other things you can ask for]**

We have paid you the rent for the month of March 20XX, and we request that you return to us a partial refund of \$125.00 which is equal to our rental amount for the 10 days remaining in the month. We also understand that we are entitled to a refund of our rent payments from the date you broke the lease which was March 11, 20XX. Therefore, we are requesting an additional partial refund of \$125 for the month of March.

Last, we request return of our security deposit of \$300 which we gave you at the beginning of the lease. We are also asking for the interest which has accrued from the security deposit, the total refund due to us is \$550 plus the amount of interest earned from the security deposit. Our forwarding address is: Susan and Fred Jones, 500 Pleasant Blvd. Niceplace, PA 29999.

Thank you for your attention and response to this request

Sincerely,

**[Your (tenant's) name and address]**

Susan and Fred Jones  
150 Broad Street, Apt 15  
Anytown, PA 19999

# Letter to Code Enforcement of Health Department

March 27, 20XX

**[Mr. or Ms. and Code Enforcement/Health Department officer and address]**

Mr. Henry Brook  
Health Department  
581 8<sup>th</sup> Avenue  
Anytown, PA 19999

Dear Mr. Brook:

**[Say who you are]**

We are tenants at Sunnydale Apartments on Maple Street, under a lease agreement dated February 1, 20XX to January 31, 20XX.

**[Describe your problem]**

Since March 18, 20XX our apartment has had a very serious cockroach problem. The problem is so bad that we can't keep much food in the apartment. Roaches even get into the refrigerator. The cockroaches are everywhere, including our beds. As a result, the apartment is disgusting to live in or sleep in.

**[Say that the landlord has not fixed the problem]**

We wrote to our landlord about this problem on March 20 and March 27. Despite this, our landlord has not taken care of the problem or even tried to do so.

**[Tell what you plan to do]**

We would like to file a complaint against our landlord so that this matter can be investigated by your agency. Our landlord is Mr. John Smith of the Sunnydale Apartments located at 250 Main Street, Anytown, PA 1999. Our landlord's phone number is (570) 999.9999.

Thank you for your assistance. If you need additional information please call us at (570) 888-8888

Sincerely,

**[Your (tenant's) name and address]**

Christine and Tom Miller  
250 Main Street, Apt 25,  
Anytown, PA 19999

## **Letter to landlord when tenant does repairs**

March 27, 20XX

**[Mr. or Ms. and your landlord's name and address]**

Mr. John Smith  
Sunnydale Apartments  
250 Main Street  
Anytown, PA 19999

Dear Mr. Smith:

**[Say who you are]**

We are tenants at Sunnydale Apartments on Maple Street, under a lease agreement dated February 1, 20XX.

**[Describe your problem]**

Since March 18, 20XX our apartment has had a very serious cockroach problem. The problem is so bad that we can't keep much food in the apartment. Roaches even get into the refrigerator. The cockroaches are everywhere, including our beds. As a result, the apartment is disgusting to live in or sleep in.

**[Say that the he has not fixed the problem]**

We wrote to you about this problem on March 20 and asked you to take care of this problem by March 27, while we were on vacation. Despite this, you have not taken care of the problem.

**[Tell what you plan to do]**

This letter is notice to you that we plan to correct this roach problem ourselves. If you do not correct this problem by March 31, 20XX, we are going to hire an exterminator to get rid of the roaches, and we will deduct the costs from our next rent payment.  
Thank you for your cooperation.

Sincerely,

**[Your (tenant's) name and address]**

Christine and Tom Miller  
250 Main Street, Apt 25,  
Anytown, PA 19999

# **Letter to landlord when doing repairs on your own, cost estimates and bill**

April 1, 20XX

**[Mr. or Ms. and your landlord's name and address]**

Mr. John Smith  
Sunnydale Apartments  
250 Main Street  
Anytown, PA 19999

Dear Mr. Smith:

**[Say who you are]**

We are tenants at Sunnydale Apartments on Maple Street, under a lease agreement dated February 1, 20XX.

**[Say that the he has not fixed the problem]**

On March 20 and 22, 20XX we told you in writing that there was a very serious cockroach problem in our apartment, which makes the place unsanitary and disgusting. You even saw how bad the situation is and yet you did nothing, nor did you contact us, which is a breach of the lease.

**[Tell what you have done and how much it will cost]**

On March 31, 20XX, we called three local exterminators and asked for estimates of the cost to exterminate our apartment,. We have enclosed copies of these estimates, On April 1, 20XX we hired Roach Busters, the lowest priced company, to come to our apartment and exterminate. The cost of this service was \$50. A copy of the paid receipt is enclosed.

**[Say that you are subtracting this cost form the rent]**

This letter is notice to you that we have paid the costs of the extermination, and we are subtracting that amount from the April rent. Therefore, we are paying you \$400 for this month, which equals the difference between our monthly rent and the cost of extermination.

Sincerely,

**[Your (tenant's) name and address]**

Christine and Tom Miller  
250 Main Street, Apt 25,  
Anytown, PA 19999

## **Letter to landlord when withholding rent/escrow account**

April 23, 20XX

**[Mr. or Ms. and your landlord's name and address]**

Ms. Julie Johnson  
Pleasant View Apartments  
555 Roosevelt Street  
Anytown, PA 19999

Dear Ms. Johnson:

**[Say who you are]**

We are your tenants at the Pleasant View Apartments at 555 Roosevelt Street, Apt. 22, under a lease agreement dated April 1, 20XX.

**[Tell what your problem is]**

This letter is to follow up on our April 16, 20XX letter to you asking for your immediate attention to the lack of hot water in our apartment. Since April 13, 20XX we have been unable to use the apartment because the broken hot water heater did not allow us to use the bath or wash our dishes, cooking utensils and clothing.

**[Say that the problem has not been fixed and the apartment is uninhabitable]**

You have an obligation as the landlord to provide us an apartment with hot water. By not repairing the defective hot water heater you have broken the lease.

**[Tell what you are going to do]**

Therefore, we are not going to pay the rent for the month of May, 20XX because of your failure to repair the hot water heater. We have the money for rent and request that you meet us at (name of bank) on (insert date) to sign the paperwork necessary to set up an escrow county as recommended by our lawyer.

Sincerely,

**[Your (tenant's) name and address]**

Tammy and Joe Thompson  
555 Roosevelt Street, Apt 22  
Anytown, PA 19999



*The following outlines the legal process a landlord must follow in order to evict a tenant.*

## **Private Housing Evictions**

Southwestern Pennsylvania Legal Services, Inc. –  
<http://www.splas.org/housing-priv-evil.html>

A private landlord can evict a tenant for three main reasons:

1. If the tenant fails to pay rent;
2. If the tenant violates the terms of a written or oral lease (A lease is simply a contract or agreement between you and your landlord.); or
3. If the time for which you rented your residence has expired, and your landlord does not want you to stay. If you pay rent monthly, you may have a month-to-month lease, and therefore be evicted at any time, as long as proper notice is given.

A landlord cannot evict you without first following the procedures found in Pennsylvania's Landlord and Tenant Act. Most importantly, this means the landlord must go to court to legally evict you. To go to court, the landlord must follow these steps:

1. The landlord must give you 10 days written notice before he files an eviction complaint against you. If, however, your landlord wants to evict you for a reason other than for non-payment of rent, he must give you 15 days written notice if your lease is for one year or less and 30 days written notice if your lease is for more than one year. But, some leases say you give up your right to written notice. This is perfectly legal, so be careful and read your lease completely.
2. The landlord must now file a complaint, usually with the District Justice. Once the complaint is filed, the District Justice must schedule a hearing within 7-15 days after the landlord files the complaint. At the hearing, both you and your landlord are given the opportunity to present your case. This means you may tell your side of the story, have witnesses testify on your behalf, and present documents to support your case. For example, a receipt for a money order could be shown to the District Justice to prove that a certain amount of rent was paid.
3. If the District Justice decides in favor of the landlord and against you, you are permitted to appeal, or in other words, have your case heard by another judge. You must file your appeal within 10 days of the hearing if you wish to stay in your residence while the appeal is going on. If, however, you only wish to appeal a money portion of the judgment, then you have up to 30 days to file your appeal. The appeal is filed at the Prothonotary office in the county courthouse.

There are 2 additional requirements that must be met if you want to stay in your residence while the appeal is going on. First, you must deposit your rent with the

Prothonotary of the Court of Common Pleas every month as it becomes due. Second, you must place in an escrow account the amount of money in dispute, or 3 months rent, whichever is less. The Prothonotary will hold this money until the case is finally decided, and this must be done when you file the appeal.

If you fail to put this money in an escrow account within the ten day appeal time, or fail to deposit monthly rent, the landlord can request an Order for Possession from the District Justice. Once you receive an Order for Possession, your landlord can physically remove you and lock you out of your residence as soon as 10 days have passed. To actually appeal your case, you simply go to the Prothonotary's office at the county courthouse. There, you request an appeal form and fill it out (directions are given with the form). The next step is to either pay the filing fee, or file an In Forma Pauperis (IFP) Petition. The IFP permits you to file your appeal without paying the filing fee. Please see the attached directions as to how to file an IFP.

Once you have filed an appeal, the Plaintiff, your landlord, will file a new complaint against you, and should send it to you at the address you listed on your appeal form. At this point, you should consult an attorney, that is, as soon as you receive the new complaint from your landlord.

### **IN FORMA PAUPERIS (IFP) PETITION**

1. You are the Defendant. Print or type your full name and mailing address in the three blank lines above Defendant.
2. Your opposing party is the Plaintiff. Print or type his/her full name and mailing address in the three blank lines above Plaintiff.
3. You should complete the blanks as they apply to you. You may answer a question "no" or "not applicable" where appropriate.
4. Sign your name at the end of the form and add the date. By completing this section, you are swearing to the court that the information is true and correct.

#### **NOTES:**

1. Below the words Civil Action is No. 02- The court will write in your case number here.

2. The words Pro Se means that you have no attorney and are filing your appeal without anyone else to represent you in Court. This means that you are responsible for ensuring that the appropriate forms are filled out and all necessary deadlines are met.

IN THE COURT OF COMMON PLEAS OF \_\_\_\_\_  
COUNTY, PENNSYLVANIA

\_\_\_\_\_)  
\_\_\_\_\_)

\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
Plaintiff, )  
-vs- ) No. 02 -  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )

Defendant, )

### IN FORMA PAUPERIS PETITION

1. I am the \_\_\_\_\_ in the above matter and because of my financial condition am unable to pay the fees and costs of prosecuting or defending the action or proceeding.

2. I am unable to obtain funds from anyone, including my family and associates, to pay the costs of litigation.

3. I represent the information below relating to my ability to pay the fees and costs is true and correct:

(a)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

(b) Employment

If you are presently employed, state

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Salary or wages per month: \_\_\_\_\_

Type of work: \_\_\_\_\_

If you are presently unemployed, state:

Date of last employment: \_\_\_\_\_

Salary or wages per month: \_\_\_\_\_

Type of work: \_\_\_\_\_

(c) Other income within the past twelve months

Business or profession: \_\_\_\_\_

Other self-employment: \_\_\_\_\_

Interest: \_\_\_\_\_

Dividends: \_\_\_\_\_  
Pension and annuities: \_\_\_\_\_  
Social security benefits: \_\_\_\_\_  
Support payments: \_\_\_\_\_  
Disability payments: \_\_\_\_\_  
Unemployment compensation and supplemental benefits: \_\_\_\_\_  
Workmen's compensation: \_\_\_\_\_  
Public assistance: \_\_\_\_\_  
Other: \_\_\_\_\_

(d) Other contributions to household support

Name: \_\_\_\_\_  
If your (wife) (husband) is employed, state  
Employer: \_\_\_\_\_  
Salary or wages per month: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Contributions from children: \_\_\_\_\_  
Contribution from parents: \_\_\_\_\_  
Other contributions: \_\_\_\_\_

(e) Property owned

Cash: \_\_\_\_\_  
Checking account: \_\_\_\_\_  
Savings account: \_\_\_\_\_  
Certificates of deposit: \_\_\_\_\_  
Real estate (including home): \_\_\_\_\_  
Motor vehicle: Make \_\_\_\_\_, Year \_\_\_\_\_  
Cost \_\_\_\_\_, Amount owed \_\_\_\_\_  
Stocks, bonds: \_\_\_\_\_  
Other: \_\_\_\_\_

(f) Debts and obligations

Mortgage: \_\_\_\_\_  
Rent: \_\_\_\_\_  
Loans: \_\_\_\_\_  
Other: \_\_\_\_\_

(g) Person dependent upon you for support

Name: \_\_\_\_\_  
Children, if any:  
Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_

Other persons:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

4. I understand that I have a continuing obligation to inform the court of improvement in my financial circumstances which would permit me to pay the costs incurred herein.

5. I verify that statements made in this affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

\_\_\_\_\_  
Petitioner

# Creating a Cleaning Routine

*Please Note: This information was taken from the following website.*  
<http://www.apartmenthunters.com/Content/How-To-Clean.aspx>

## Clean Your Apartment

You're caught. We've discovered your biggest, deepest, darkest secret-your apartment is a smelly, cluttered, dirty, disorganized mess! Laundry is piled to your ceiling. Unidentifiable shoes and socks are holding a rave under your bed. Books and magazines from November 1996 are wallpapering what used to look like a coffee table, and the dust on your carpet has turned it a mysterious shade of gray. And to think, you actually pay rent for this place!

You might protest that you really like it this way, that you can find things just fine, that you have your own "system." Yeah... and James Van Der Beek is a really good actor. (That's sarcasm.) Face the facts: You've arrived at such a low point that it's going to take more than a Dustbuster to get things in order. You'll need to do some honest-to-goodness, get-down-on-your-hand-and-knees, scrub 'til you scream cleaning. And we're here to help you do just that.

We warn you, a lot of this information will be incredibly basic. But you're such a slob, that you've obviously forgotten about the basics anyway. So cope.

## Plan A Course Of Action

Look, we know that there are a zillion other things that you'd prefer to be doing that are a lot more fun and interesting than cleaning-they're the things you've been doing for months while the dust was accumulating. But enough excuses already: You need to psyche yourself up.

Pick a day that you will perform the cleaning deed and keep telling yourself that this will be "cleaning day." To help yourself stick to that day:

- Write that date on your calendar, fridge, hand, whatever.
- Visualize yourself in cut-off jean shorts and an old T-shirt, fighting grime to the tune of Bon Jovi, Bocelli, or perhaps something a bit more obscure.
- Tell your friends that you're going to be cleaning your apartment that day. In fact, if you can, enlist a friend to help you so that you can encourage each other and so that you cannot back out.

After you've picked out your red-letter day and committed yourself to it, you have to decide whether you are going to clean, organize or both.

## Cleaning

Cleaning is the process of actually freeing your apartment of filth. Each room in your pad requires a different cleaning tactic, so you must approach each one independently in order to properly plan your strategy. Bedrooms and living rooms are relatively easy to tackle-they generally involve vacuuming the carpet (or washing the floor), dusting the tops of dressers and night tables, and throwing away piled up papers and other unnecessary junk. Kitchens require scouring the countertops, sink and refrigerator, cleaning the stove, sweeping up crumbs and mopping the floor. Bathrooms require getting rid of mildew in the shower and bath area, scrubbing the sink, disinfecting the toilet and washing the floors. Now that's some rip-roaring fun.

### **Organizing**

Organizing is different from cleaning in that it involves creating a system for storing and finding things. This means that you'll have to take an inventory of the clothes in your closet and drawers, reorganize where everything goes and pick out old things that you never wear anymore (to either give away or throw out). You can also organize personal papers (bills, receipts, cancelled checks, tax returns, insurance information and personal letters) neatly into clearly labeled file folders. You can even get crazy and organize your kitchen, placing spices and canned goods in one cabinet, dishes and glasses in another cabinet, utensils in one drawer, and tin foil, plastic wrap and plastic sandwich bags in another. Organizing is a great "finishing touch" way to tie everything together after your apartment is clean. Although you may want to clean and organize, you've got to keep your priorities in check. Doing both can take an entire weekend - which means no time to veg out on the couch and watch Real World marathons. And that would be a tragedy.

### **Gather The Proper Materials**

Planning to dust with your roommate's favorite sweater? Please be kind, and stock up on the following:

- For vacuuming, you will obviously need a vacuum cleaner. Well, at least if you have carpets. If you don't have one and don't want to incur a huge expense, then consider a Dustbuster or a mini-cleaner. There are some that are lightweight, high-quality, and under \$100.
- For cleaning linoleum or tile floors, you'll need a household liquid disinfectant (like Pine Sol or Mr. Clean) and a bucket where you can mix it with hot water. You'll also need a broom and a mop (either a sponge mop or a rag mop is fine by us-your call).
- For windows, mirrors and other glass surfaces, you'll need a glass cleaner (like Windex or Glass Plus).
- For tough surfaces like sinks and bathtubs, you'll need some scouring powder (like Comet), or you can get the liquid kind that contains tiny

scouring granules (like SoftScrub). You'll also need a toilet brush, a tub brush, and a mildew-removing spray cleaner (like Lysol Basin, Tub & Tile Cleaner).

- If you have wood floors, you'll need to use a special wood floor cleaner (like Murphy's Oil Soap).
- You'll also need a wood cleaning polish (like Pledge or Old English) to use on wood cabinets, doors, dressers and other wood surfaces. Keep in mind that you cannot use regular cleaning solutions on wood surfaces - it will spoil the finish and make your furniture look like crap. Also, you may want to have a feather duster on hand to use as a pre-cursor to the polish.
- For additional overall disinfecting, you can use household bleach (like Clorox). Keep in mind that bleach should not be used around areas where food is prepared.
- To clean your oven, you'll need an oven cleaning spray.
- To dry things off, you should have an ample supply of either paper towels or dry, soft cloths (old T-shirts work just great).
- It's also a good idea to have some air disinfectant (like Lysol spray), to spritz into each room as you finish it so that it smells clean and fresh.
- Most importantly, remember to protect yourself by using rubber cleaning gloves whenever possible. Make sure not to get anything in your eyes or mouth. Read all of the directions and warning labels on all materials before using them so that you don't end up with a science experiment gone wrong instead of a clean apartment.

## **Target Specific Surfaces**

### **Wood furniture**

Wood furniture is delicate, so it needs a little extra TLC. If you're cleaning a wood dresser, for example, you should first remove all lamps, trinkets and framed pictures. Dust lightly with a soft cloth or feather duster, and then finish off the job by polishing with a soft cloth and wood cleaning polish. Polish helps seal and protect the wood, which helps keep it looking like new.

### **Plastic and Formica countertops**

Plastic and Formica surfaces are more versatile than wood, so they're easier to clean. They're also more likely to be very dirty. For areas that are not very dirty, you can just use plain soap and water and lightly go over the surface until it is shiny. If your countertops are somewhat stained, you should use warm water and a household cleaner like Formula 409. If you have particular stains, create a solution of baking soda and water and use a toothbrush to scrub it out. For the most difficult stains, try bleach - but make sure not to let the bleach remain on your surface for more than 90 seconds. And rinse the area thoroughly with water afterwards.



### **Kitchen floors**

Start out by sweeping the floor to get rid of all crumbs, hairs and other debris. Move tables, chairs and other obstacles out of the way if possible. Fill a bucket with hot water and floor cleaner (mix it according to the ratio listed on the back of the bottle). Dip in your mop and wring it out well - if it's too wet your floor will be a sopping, slippery mess. Go over the floor in straight lines, pushing extra hard on stubborn stains or spots. If you're using a rag mop, swirl the head in figure-eight shapes. Remember to rinse and re-wring the mop periodically. When you're done, be sure to let the floor dry before walking on it.

### **Tackle Tough Areas**

#### **Bathtub**

The best way to clean the bathtub is to stand inside it. Using scouring powder and a tub brush, scrub aggressively at each difficult stain. Be sure to collect all the hair that's accumulated in the drain. For rinsing the tub, it's convenient to use a clean mop to go over the entire bottom area. The tiles in the shower can be cleaned easily using a sponge and the above-mentioned mildew-removing cleaner. There is a solution of  $\frac{3}{4}$  cup liquid chlorine bleach mixed with a gallon of water works just as well. Leave the solution on for at least five minutes before rinsing, and then let it air dry.

#### **Refrigerator**

To clean the refrigerator and freezer, remove all the food from it. Use soap and water to wipe down the inside, scrubbing extra hard at the most difficult stains on the drawers and shelves. When you clean your freezer, make sure not to bang your head on the bottom of the door as you reach for some more soap. Don't laugh...it happens. Wipe down the outside of the doors with glass cleaner (who says it's just for glass?!) and paper towels.

#### **Toilet**

First, lift up the cover and squeeze some toilet bowl cleaning solution (or sprinkle some scouring powder) around the edge of the inside of the bowl. Use a toilet brush to soap up the entire bowl, making sure to remove all of the stains. Then, flush at least once to make sure that the dirty water is taken away and clean water returns to the bowl to rinse it out. Any common household cleaner can be used to clean the outside of the bowl, as well as the cover, seat and base.

## **Oven**

First, remove all the oven racks and place them in warm, soapy water. Preheat the oven to 200 degrees, then turn it off and spray the inside with an oven cleaner. After the cleaner's soaked in for about 10 minutes, wipe away all the greasy dirt with a damp sponge. Be sure to rinse the sponge frequently, and finish the whole process off by drying the inside of the oven with a soft, dry cloth. Oh yeah, and remember to put the racks back inside.

## **Keep Your Apartment Clean**

Now that you've scoured your place from top to bottom, you have an even more difficult task: Keeping it clean.

Maintenance isn't that tough - it basically means staying on top of things on a daily basis. When you're done with dinner, wash the dishes. When you take off your nasty socks, throw them in the laundry basket immediately instead of leaving them on the floor. When you spill OJ on the kitchen counter, wipe it up right away. By tackling smaller jobs at more frequent intervals, you won't end up feeling overwhelmed by all the dirt and disorganization that surrounds you. Doing this will not only help you maintain your sanity, but also your Saturdays.

# PREP

Prepared Renter Program

PREP FOLDER  
Duplicate Worksheet Packet





## Affordable Rent Worksheet

Income Sources (after taxes)	Monthly Amount
Salary/Wages	
Private Pension	
Social Security	
SSI	
SSDI	
Unemployment Insurance	
Public Assistance	
Alimony (paid to you)	
Child support (paid to you)	
Interest	
Dividends	
SNAP	
Other	
Other	
Total Income	
<b>Multiply total income by .30</b> <b>= Suggested Affordable Rent</b>	
Monthly Expenses	Monthly Amount
Food (groceries, dining out)	
Transportation – Bus, Train Fare, Gas	
Child Care	
Medical Expenses, Medications	
Insurances (renters, life, auto) – divide by 12 if you paid annually	
Alimony (paid by you)	
Child Support (paid by you)	
Clothing	
Phone	
Electric	
Natural Gas	
Cable TV, Internet Service, Cell Phone	
Other – Cigarettes, Coffee Breaks, Lunch	
<b>Debts</b> – Loans, Credit Cards, (List on back and total if you need more space)	
Other	
Total Expenses	
Summary	
Total Income	
Subtract Total Expenses (-)	
= Amount available for Housing (Compare this number to the Suggested Affordable Rent Above)	

## Basic Household Data Sheet

Enter basic information about each person who will live with you.

Basic Household Data Sheet			
Full Name			
Date of Birth		Social Security Number	
Full Name			
Date of Birth		Social Security Number	
Full Name			
Date of Birth		Social Security Number	
Full Name			
Date of Birth		Social Security Number	
Full Name			
Date of Birth		Social Security Number	

## Financial Data Sheet

Rental applications sometimes ask for information about income to determine if you can afford to pay the rent. You may also be asked to provide copies of pay stubs or benefit award letters. List below the sources and amounts of income for all members who will live with you in your household and include proof of income in your folder.

Income Source	Name of Household Member			
	1)	2)	3)	4)
Salary/Wages				
Current employer, address, phone				
Social Security				
Pension				
Disability Insurance				
Public Assistance				
Other				
Other				

Income Source	Name of Household Member			
	5)	6)	7)	8)
Salary/Wages				
Current employer, address, phone				
Social Security				
Pension				
Disability Insurance				
Public Assistance				
Other				
Other				

## Asset Information

If applying for subsidized or public housing, you will be asked if you have any assets. Money in bank accounts, investments and/or real estate are considered assets. It is also important to note if you have a representative-payee.

Type of Assets	Bank or Financial Institution Name	Value/ Balance	Account Number	Family Member
Checking Account				
Savings Account				



## Previous Housing References

List below the information about places you have lived. List the contact information of someone who will give you a positive reference.

<b>Dates You Lived in Unit</b>	<b>Address of Property You Lived In</b>	<b>Property Manager or Landlord Contact Information</b>	
		<b>Name Phone</b>	<b>Address</b>

## PREP Checklist

Below is a checklist of all the items you should have in your completed PREP folder. There is a column to enter information for each person who will live with you. If there is not enough room you can use an additional checklist.

Item needed	Name or initials of Household Member					Comments
Photo Identification						
Birth Certificate						
Social Security Card						
Benefits Award Letter						
Pay Stubs from the Previous 3 Months						
Other Proof of Income Sources						
Basic Information Sheet						
Previous Housing References Sheet						
Financial Information Sheet						
Asset Information Sheet						

# Rental Search Tracking Sheet

[illegible]

## Lease Review Sheet

7. What is the exact address of the property you will be living in?

8. How long is the lease for? \_\_\_\_\_ Start Date \_\_/\_\_/\_\_ End Date \_\_/\_\_/\_\_

9. What is the amount of rent \$ \_\_\_\_\_ Security Deposit \$ \_\_\_\_\_  
Are there any other fees? \_\_\_\_\_ Amount paid \$ \_\_\_\_\_ Reason other fee paid:

10. Does your rent include any of the following utilities?  
Heat\_\_\_ Water\_\_\_ Electric\_\_\_ Trash Removal\_\_\_ Other? \_\_\_\_\_

11. What day of the month is your rent due? \_\_\_\_\_  
Is there a late fee? After how many days is the fee charged?  
How much is the Fee? \_\_\_\_\_

12. Who do you pay rent to?  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email \_\_\_\_\_

8. What types of payments can be used to pay your rent?  
Check\_\_\_ Money Order\_\_\_ Cash\_\_\_ \*If you pay cash always get a receipt!

9. Who do you contact for repairs or problems? Is it someone other than who you pay rent to?  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email \_\_\_\_\_

10. What other costs are you responsible for?  
Heating\_\_\_ Type\_\_\_\_\_ Electric\_\_\_ Water\_\_\_ Sewer\_\_\_  
Trash Removal\_\_\_ Parking\_\_\_ Other\_\_\_\_\_ Other \_\_\_\_\_

10. Are pets allowed? No\_\_\_ Yes\_\_\_ Are additional fees required? \_\_\_\_\_

11. Is smoking allowed? No\_\_\_ Yes\_\_\_

Are there rules about smoking outside of the property? (for example: no smoking in entryways)
12. Is there a limit to the number of nights a guest may stay? No___ Yes___ number of days allowed_____
17. Can additional people move in with you? No___ Yes_____ Are additional rent or fees require? _____
18. What notice is required if you want to move? Do you need to give notice in writing?
19. Is the owner/landlord of the place you are renting someone other than who collects the rent or makes repairs? If so what is their contact information? Name of owner_____ Address_____  Phone_____ Email_____
20. Additional lease information

Notes:

## Basic Apartment Walkthrough – Make Sure to take photos!

Documenting the condition of a rental property before you move in is a great way to help ensure that your security deposit is returned if you decide to move. This can be a very simple thing to do. In the top row is the name of each room in your apartment. The column on the left side of the page has some basic items you should check for in each room. Simply walk through each area of the apartment and note any issues in the box below. Document any concerns by taking photos.

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## Cleaning Checklist

M	T	W	T	F	S	S	Regular Tasks – Often done several times a week or on a daily basis	Less Frequent Tasks – Often done on a weekly basis
							<b>Kitchen</b> – Clean up after eating or cooking. Store food away. Refrigerate any perishable items.	<b>Kitchen</b> - Sweep and scrub kitchen floor
							Throw out any wrappers, cartons, or food you will not eat.	Clean off outside of appliances such as stove or refrigerator.
							Wash dirty dishes and put them away.	Clean out the inside of the refrigerator, wipe up spills.
							Wipe off the counter tops, stove, microwave, and sink.	Take out garbage to dumpster or curb on collection day.
							Check the floor for crumbs or spills, mop or sweep as needed.	
							<b>Bathroom</b> – Rinse sink and countertop areas, wipe up toothpaste or other dirt in the sink.	<b>Bathroom</b> – Scrub shower and bath area with cleaner. Remove dirt and soap build up.
							Clean the toilet bowl with a brush as needed.	Toilet – clean bowl with cleaner. Clean above and below seat. Wipe off other outside areas.
							Put dirty clothes and towels in a hamper or laundry basket.	Launder towels.
							<b>Living Room and Bedrooms</b> – Throw out newspapers, mail, or clutter you do not need.	<b>Living room and bedrooms</b> – Empty trash cans.
							Straighten up any toys, books, or hobbies.	Launder sheets.
							Vacuum carpeting or sweep floor if necessary.	If you have hard surface floors such as tile, you will need to sweep and mop them.
							Put dirty clothing in a hamper or clothes basket.	
							Wipe up any spills or dust on furniture.	
							Hang, fold, or store any other clothing.	