

Landlord Tenant Rights

Renting An Apartment

Before even starting to look for a place to live, consumers should make a list of their living needs. Among the things a tenant should consider are the number of rooms, location, distance from shopping and public transportation, price, utilities and facilities.

Where to Look: Friends and newspapers can provide the easiest and least expensive advice. Real estate agencies can also be of help; however, they may often charge a fee for their services. Beware of “apartment finders” who do not have a real estate broker’s license. Such agencies often charge for lists of vacancies that are simply taken from the daily newspapers.

Looking at an Apartment: Don’t rely solely on the landlord to find out if there is anything wrong with the property. Consider the following:

- Is the property and the surrounding area well maintained and safe?
- Check the furnace, plumbing and all appliances. Are there enough electrical outlets and lights? Is the wiring adequate to handle any appliances you may want to use?
- Look over the window areas. Are they intact? Does the landlord provide storm windows, screens and shades?
- Are the floors solid and without holes or other damage? Are the ceilings and walls painted or papered and without cracks?
- How is the security? Are the doors, windows and entrances to the building safe? Are the stairs safe and well lighted? Are the fire escapes easy to access?

- Is the apartment quiet? Can you hear those next to, above or below you?
- Is there evidence of rodents or insects? If such a problem does arise, will the landlord pay for an exterminator?
- Ask others in the apartment complex about any negative aspects of living there. Also ask about rent increases over the past few years.
- If the apartment is furnished, make a list of all defects in the furniture.

Your new landlord may ask you to fill out a rental application. The application may request:

- Credit references and other credit background.
- A list of past landlords, their phone numbers and addresses.
- Employment history as well as salary information.
- An application fee. It is important that you find out about this before filling out the application. This fee may not always be refundable if you are not approved. If you are approved, the fee is generally put toward your first month’s rent or security deposit.



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Moving In: In order to avoid being blamed for damages that already exist in the apartment, you should make a list of all existing damages and repairs that need to be made. Ask your landlord to go through the apartment with you while making the list. Keep a copy of the list, give one to your landlord and attach one to your copy of the lease. This should prevent the landlord from blaming you for damages caused by previous tenants and will also make you aware of what the landlord intends to repair. When you vacate the apartment, such a record will assure that your security deposit will only be applied to damages for which you are responsible.

If you have experienced a problem in relation to an apartment, contact the Bureau of Consumer Protection office in your area.

Apartment Leases

A lease between a landlord and a tenant is an oral or written contract to rent property. Leases detail the responsibilities of each party regarding care and rental of the property. It is therefore essential that you scrutinize the lease before signing. It is difficult to change or break a lease without one side surrendering a sum of money. Make sure your lease contains:

- The specific address, including the apartment number of the property.
- The length of the lease.
- An explanation of the rent payment procedure: the amount, the date owed, the place to send the payment, any late penalties and whether the rent can be increased during the lease period.
- Which utilities you are responsible for paying.
- Who and how to contact for maintenance and repairs.
- A complete list of any rules and regulations your landlord expects you to follow.
- How you can terminate or renew your lease, including any penalty you must pay for breaking the lease.
- The amount of security deposit to be paid.
- Any other mandatory services which you must pay for that are performed by the landlord.

Be sure to keep a copy of the lease for yourself.

Many leases may contain provisions that:

- Require you to keep the apartment in good condition, or at least the same as it was when your lease began.
- Prohibit you from subletting the apartment and from moving without the landlord's written consent.
- Permit the landlord to enter the property for inspection, repair or to show it to potential tenants.
- Prohibit more than the number of people named in the lease from occupying the property.
- Give the landlord the right to collect the total rent for the lease period if you miss one payment.
- Provide for an automatic renewal or termination of the lease if you do not otherwise notify the landlord at or before the lease's expiration date.
- Apply to pets, children and use of facilities.

Do not sign a lease unless all blanks are filled in or crossed out.

Security Deposits

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

During the first year of a lease, the amount of a security deposit cannot exceed two month's rent.

Beginning with the second year of a lease, a landlord cannot retain a security deposit of more than one month's rent. Any security deposit greater than \$100 held by a landlord must be placed in a bank in an escrow account.

The Landlord and Tenant Act requires that interest be paid on security deposits held over two years.

After taking out damages and unpaid rent, a landlord or property owner must send a tenant the list of damages and/or the full or partial security deposit no later than 30 days after the lease expires or when the landlord accepts the tenant's keys to vacate the premises early, whichever occurs first. The law requires a landlord to pay twice the amount of the security deposit if they fail to provide a tenant with the list of damages along with any refund due.

If you have a problem or a dispute with a landlord, you may call the PA Attorney General's Bureau of Consumer Protection at **1-800-441-2555** or you may also file a complaint online at:

www.attorneygeneral.gov