

## LANDLORD/TENANT ISSUES

### **Things To Do After Signing a Lease**

Once a lease is signed, you will be asked to complete a pre-inspection checklist.

Make sure the post-inspection checklist is the same and therefore will accurately reflect the damage that existed at the apartment before it was rented.

In all cases, but especially if the checklists are different, write down specifics and take pictures so that existing damage is clear.

If an item in the apartment needs to be replaced because the renters damaged it, the price of the item should be depreciated to reflect the age of the item. The landlords cannot ask for the price of a brand new refrigerator if the refrigerator that is being replaced is fifteen years old.

### **Security Deposit and Damage Charges**

A security deposit can only be withheld for unpaid rent and damage.

If you disagree with the charges, the student should send a letter to the owners and managers of the apartment by certified mail (the format for this letter can be obtained by contacting the Legal Affairs Office at University Park at 863-1USG) and possibly notify the Consumer Protection Agency.

The student should have a copy of the lease and refer specifically to contract language. In the case of disputed damage, if possible refer to the contract's definition of damage. Most likely wording will be vague and incomplete. The landlord is stuck with this language.

You have the right to quiet enjoyment and the right of habitability. As owners of an apartment building, it is their responsibility to upkeep the building. They cannot charge you for something that is their responsibility to pay for.

If this happens, you can counter-sue saying your rights have been violated because of poor living conditions.

If renters dispute charges or believe that the landlords are not fulfilling their responsibilities, the renter cannot just stop paying rent.

In order to show good faith to both the landlord and the courts, the money should be put in escrow. This can be done at the district justice office. The courts hold the money until the dispute is settled. This shows that the renter has the money and will pay once the dispute is settled.