

# So you want to live off campus...

A SUNY Potsdam Survival Guide



# **SUNY POTSDAM SURVIVAL GUIDE TO OFF-CAMPUS LIVING**

**Finding an apartment**

**Determining your needs**

**The pros and cons of a lease**

**Interpreting leases**

**Security deposits**

**Know your rights: Housing laws**

**Glossary of lease terms**

**Sample lease**

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## FINDING AN APARTMENT

- Start early! Some students begin in December for the following fall. This strategy will assure you a better selection of places and more time to examine them.
- The best source of information about off-campus housing is your friends who live off-campus. Ask what life off-campus has been like for them. What they like and dislike about it and why. What are they paying for rent, utilities, food, and other expenses? Is their landlord responsive to requests to fix or repair things?
- Consult SGA's Off-Campus Housing list for available housing. Listings are frequently updated. Paper copies of the current lists are available at the SGA office as well as online at <http://www.potsdam.edu/sga.edu>
- After locating a prospective apartment, set up an appointment with the landlord to check out the premises. Below is the list of things to notice, inquire about and do when being shown the apartment.
  - Does the rent include utilities? If so, what utilities are included?
  - What is the average monthly cost for utilities?
  - Are pets allowed?
  - What type of parking arrangement is available?
  - What is the policy regarding picture hanging, painting, etc.?
- On your tour be sure to check over the following:
  - Storm windows/doors, insulation & weather stripping
  - Cracks in walls/ceilings, warped floors
  - Check the range burners over to be sure that they are clean and working.
  - Check the refrigerator for working condition and size.
  - Check the plumbing in the kitchen and bathroom making sure the water from the faucets and shower head flow with sufficient pressure.

## DETERMINING YOUR NEEDS

### **Important Questions to Keep in Mind**

- How much are you willing to spend on rent each month?
- Are you willing to pay the entire semester's rent up front?
- Are you planning to live alone or with others?
- Do you want a single room or do you want to share a room?
- Do you want to live in a house, apartment or single room?
- How close are you to supermarkets and stores?
- Do you need to live within walking distance to campus?
- What appliances do you want in your living quarters?
- Does the house come furnished?
- Are laundry facilities included?
- If you own a car, how plentiful are parking spaces?
- What services do you expect from your landlord?
- Do you require on-site management?

## THE PROS AND CONS OF A LEASE

### **The Big Advantage to a Lease**

- If you have a lease, your rent should remain constant for the term of the lease period.
- With a lease, you and your landlord can make written decisions regarding repairs, repainting, or remodeling, if you both so desire.

### **The Big Disadvantage of a Lease**

- If you don't have one, your landlord can raise the rent any time for any reason. Rent can be raised simply by giving you a 30-day notice.
- If you don't have a lease, a landlord can also evict you for any reason just by giving you a 30-day notice.
- It hinders your mobility and financially obligates you for the duration of the lease. In other words, each tenant is obligated for the entire payment of their share of rent and the courts will hold each tenant to his/her obligation.

## INTERPRETING LEASES

Most landlords maintain their property, charge reasonable rates and are sincere in their intentions. However, a few have succeeded in making life difficult for student tenants by refusing to make repairs or by retaining security deposits for no apparent reason. It is, therefore, necessary to proceed cautiously when dealing with landlords. One of the best ways to protect yourself is through a lease.

### **Translating the Lease into English**

The tenant will most often be presented with a written document (lease) which was written for the benefit of the landlord and may appear difficult to read. The most important thing at this point is: **READ ALL PARTS OF THE LEASE AND MAKE SURE YOU UNDERSTAND ALL OF IT.** Ask for a copy of the lease to study overnight. Don't allow the landlord to pressure you into making a rash decision and signing quickly. Take your time – it will pay off!

**Damages.** This section is usually one-sided and sometimes reads, "The lessee shall render the lessor harmless for any damages which may arise and accrue however caused whether in whole or part to act of negligence on the part of the lessor."

*In English:* This means that if something is damaged or destroyed because of the landlord's negligence, you can beat this clause. Consult an attorney. You may still have recourse against the landlord.

**Alterations.** Most leases state that you can't make changes or decorate without the landlord's written consent (otherwise your security deposit will be used to put it back the way it was.) It will probably also read, "All alterations upon demised premises shall become the property of the landlord, and shall remain upon, and be surrendered with said premises."

*In English:* If you hang up a towel rack, it's supposed to stay behind when you leave.

**Default in Payment of Rent.** "The tenant hereby pledges to the landlord that all goods and chattels of said tenant which upon the premises as security payment of rent."

*In English:* Most leases provide a way to get rent money from you in case you refuse to pay, skip town, or lock you out or enter your apartment without a court order. Nor can he or she cause you to leave your apartment without a court order.

**Additional Rent.** In some leases it will state the maximum increase in either a dollar amount or a fixed percentage; in others – the sky's the limit.

*In English:* Legally, the landlord must state the specific items (taxes, fuel, etc.) and the formula to be applied. The landlord must also provide reasonable proof for the increase.

**Moral Turpitude.** The landlord has no right to supervise the coming and going of guests and yourself. A clause in your lease attempting to make such a stipulation is called a moral turpitude clause. This type of clause may be illegal, depending on the wording. If the landlord attempts to insert such a clause into your lease – beware. However, the landlord does have the right to demand that TVs, stereos, etc., to be turned low enough so that other tenants cannot hear them between 11pm and 8 am.

**Jointly and Severally Clause** – reads something like this, "If in the event one or more of the below signed tenants does not fulfill the obligations outlined in this lease, then the remaining tenants jointly and severally agree to find replacements or pay any outstanding balances owed the landlord."

It sounds innocent enough but what this clause does is obligate each and every tenant to pay for the total cost of the apartment. If five people agree to live together and sign a lease that includes a similar clause, each person is responsible for the money the four other tenants should pay. If two of the five students should fail to return to college (one transferred, the

other couldn't return for medical reasons), the remaining three have to find replacements or pay the \$3000.00 that is owed to the landlord. Although the primary responsibility rests with the tenants who did not fulfill their obligations, since they most likely do not live in St. Lawrence County you will be hard pressed to get them to pay more than \$1000.00 or anything beyond what they have already paid. Since they most likely don't live in St. Lawrence County it will cost you a lot of money to pursue them legally. **Please note that this type of clause is legal and binding. It is also the most common reason that students seek legal advice.**

**Read the document carefully.** Do not hesitate to question any section of the lease that puzzles you. Don't be satisfied with answers like, "Oh, don't worry about that, it's just a form," or "That doesn't apply to you."

### **SECURITY DEPOSITS**

Once you've found a place you're interested in, keep these things in mind:

- A security deposit may be required whether or not you have a lease.
- The General Obligations Law of NY requires that the landlord do certain things with a deposit. The landlord has two options; the money may be placed in an interest-bearing or non-interest trust account. They must supply you with the name and address of the bank where your deposit is located and the type of account it is in if you request it. The deposit, however, must be placed in a separate account that is not used by the landlord.
- The security deposit must not be used as a penalty. It may be held only for damages, even if you have broken other clauses of the lease. Any clause in the lease that specifies withholding of the security deposit for any reason other than damages is void. Consult an attorney to get guidance on this matter.
- One of the most common problems of off-campus students is failure to recover security deposits. Demand a receipt for the deposit or pay by check. You will also need proof when it comes to allegations of apartment damage. Usually the dispute surrounding a damage claim revolves around conflicting memories – yours and the landlord's - as to the condition of the apartment when you moved in. The best protection is a checklist of the conditions of the apartment. This should be done before paying any money or signing a lease. The checklist should be made room by room and should then be signed and dated by both tenants and the landlord. Each should keep a copy.
- When you leave at the end of the lease period, again inspect the apartment with your landlord. Ask for written documentation of any/all damages that are above and beyond the original inspection.



**KNOW YOUR RIGHTS:**  
**HOUSING LAWS**

There is a housing code in the Village of Potsdam that applies to all rental units. The purpose of a housing code is to establish specific requirements governing the condition, occupancy and maintenance of residential premises. The code sets minimum standards.

**LANDLORD OBLIGATIONS**

**Landlords must provide:**

- Heat in the apartment from October 1 to May 31.
- Hot and cold water year round.
- The maintenance for electrical, plumbing, sanitary, heating, ventilating systems and appliances such as refrigerators and stoves.
- A safe, weatherproof building that is free of vermin and pests.
- Public areas in and around the building.
- Installation/repair of smoke detectors as needed.
- Provide a bathtub or shower, toilet and kitchen sink in the apartment.
- Install a peephole in your apartment door.
- Provide Warrant of Habitability.

**TENANT OBLIGATIONS**

- Pay your rent promptly on the date stipulated in the lease or tenancy at will agreement.
- Keep the apartment in good condition.
- Obtain written consent from your landlord before making changes to the apartment.
- Be considerate of you neighbors.
- Become familiar with, and follow, local policies and regulations.
- Leave the apartment in its original condition.
- Inform the landlord of the need for repairs.

**TENANTS PERSONAL RIGHTS**

**Retaliation**

Landlords are prohibited from harassing or retaliating against tenants who exercise their rights. For example, landlords may not seek to evict tenants solely because tenants (a) make good faith complaints to a government agency about violations of any health or safety laws; or (b) take good faith actions to protect rights under their lease; or (c) participate in tenants' organizations.

**Right to Privacy**

Tenants have the right to privacy within their apartments. A landlord, however, may enter a tenant's apartment with reasonable prior notice, and at a reasonable time: (a) to provide



necessary or agreed upon repairs or services; or (b) in accordance with the lease; or (c) to show the apartment to prospective tenants. In emergencies, such as fires, the landlord may enter the apartment without the tenant's consent. A landlord may not abuse this limited right of entry or use it to harass a tenant.

**Discrimination**

Landlords may not refuse to rent to anyone or renew leases of, or otherwise discriminate against, any person or group of persons because of race, creed, color, national origin, sex, disability, age, marital status or familial status. Landlords may not refuse to lease an apartment or discriminate against any person in the terms and conditions of the rental because that person has children living with them.

## GLOSSARY OF LEASE TERMS

Leases were developed in medieval England and some of the language used in them date from that time – much to the confusion of modern tenants. Here are some common terms found in leases, briefly defined.

**Arrears** – overdue payment, such as rent.

**Assign** – transfer of the unexpired portion of a lease.

**Cause of Action** – specific situation that may become the basis of a lawsuit.

**Civil** – a non-criminal legal matter. Housing disputes are usually handled in civil courts.

**Covenant** – a promise. Independent Covenant: You must perform your obligations even if the other party does not. Dependent Covenant: You carry out your obligation on the condition that the other party fulfills its obligations.

**Default** – to forfeit or lose omission; to fail to perform a legal obligation.

**Demised Premises** – the place being rented.

**Detainer** – withholding another's property against his/her will.

**Dispossess** – remove a person from land. In New York, the legal action brought from non-payment of rent.

**Distraint** (process by distress) – the landlord takes your personal property to force you to pay or eventually sells it to get his/her money back.

**Ejectment** – physical or legal eviction from land.

**Emure** – to take effect.

**Eviction** – depriving a person of possession of occupancy. *Constructive eviction*: not actually removing the tenant but making it impossible for him/her to remain because of the conditions (e.g. serious deterioration).

**Goods and Chattels** – personal property.

**Holdover** – retaining possession of rental real estate after the lease term expires, or the landlord demands possession, or due to an alleged breach of the terms of the lease by the tenant.

**Indemnity and Hold Harmless** – to free from any responsibility or liability.

**Lease** – a type of legal agreement establishing a landlord-tenant relationship.

**Lessee** – tenant.

**Lessor** – landlord.

**Liability** – responsibility, loss; a negative element.

**Notice of Quit** – notification from landlord to tenant ordering tenant off the property (usually after 30 days, from the first day of the rental period).

**Notice to Vacate** – notification from tenant to landlord stating intention to leave the property (usually after 30 days from the first day of the rental period).

**Parties to a Lease** – those who agree to abide by the provisions of a lease; typically, you as tenant, any housemates as co-tenants and the landlord.

**Possession** – lawful occupation and use of land.

**Replevin** – legal action to recover property that was unlawfully seized.

**Sublet** – agreeing to permit someone to use a rented property for a term less than the full term of the lease, and to pay for that permission.

**Summary Proceeding** – (to recover possession) eviction. “Summary proceeding” because it is a swift and simple procedure for that permission.

**Term of Lease** – the length of time that a lease shall be in effect; duration of obligation.

**Warranty of Habitability** – promise that the property is safe and usable for residential use.

**Waiver** – relinquishment of a right, agreeing to give up something you are entitled to.

# Sample Lease

## RESIDENTIAL LEASE

### LANDLORD

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

### TENANT(S)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

### MANAGING AGENT (if appropriate)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

The apartment number or floor is \_\_\_\_\_. The building is located at \_\_\_\_\_. Landlord will rent this apartment to tenant from (month/day/year) through (month/day/year).

The rent for the apartment is \$\_\_\_\_\_ a month. Tenant will pay the rent on the \_\_\_\_ day of each month or on the following dates. If there are or will be any additional charges in connection with living in this apartment, they are described at the end of the lease. Rent should be paid to \_\_\_\_\_ at \_\_\_\_\_. When the rent is paid, landlord will give tenant a written receipt.

If the tenant pays more than ten days after the due date specified above, s/he will be charged a \$50.00 late fee.

Tenant has paid landlord \$\_\_\_\_\_ as a security deposit. Landlord will hold the deposit until the end of the lease; the security deposit remains tenant's money. Landlord will keep the deposit separate from landlord's own money.

Landlord will put the security deposit in a bank account paying the "normal" rate of interest. Landlord may keep one percent a year for administrative costs; the rest of the interest will be paid to tenant each year. The security deposit is on deposit at the (bank), (street), (city), (zip code), (account number).

Landlord will return the security deposit, plus interest, to tenant at the end of the lease if: (a) The apartment is in good condition except for normal wear and tear or damage not caused by tenant or tenant's family or guests. If landlord deducts money from tenant's deposit, landlord will provide an itemized list of the items for which tenant is being charged.

Landlord will return the deposit to tenant no more than thirty (30) days after the lease ends. If ownership of the building is transferred, landlord agrees within five days of the transfer to give over the deposit, plus any interest owing, to either: (1) the tenant or (2) the new owner who is taking control of the building. Landlord agrees that tenant will be notified by certified mail of the name and address of the new owner.

Tenant agrees that the apartment will be used only to live in. Tenant may not use the apartment to conduct any illegal activity. Tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other tenants to live in their apartments in peace and quiet. Landlord agrees to do nothing that would prevent or interfere with tenant's legal use of the apartment.

If the apartment is not ready to move into when the lease begins, tenant may cancel this lease at any time before the apartment is ready and receive a full refund of money paid to landlord, including the security deposit.

When the lease ends, tenant agrees to return the apartment to the same condition it was in at the start of the lease, other than normal wear and tear, except for those items that were noted on inspection and described at the end of this lease. Tenant will not be asked to pay for damage not caused by tenant, tenant's family or guests.

Landlord will provide the following services: (e.g. heat, electricity, gas, garbage removal, water).

Landlord promises that the apartment and building comply with applicable housing codes, are fit to live and not dangerous to life, health or safety of the occupants. Landlord will be held responsible if this promise is broken, even if it is not the landlord's fault, unless the apartment or building becomes unfit to live in due to tenant's misconduct or that of tenant's family or guests. Landlord agrees to make all necessary repairs and take all necessary action to keep the apartment and building fit to live in and to meet all housing code requirements.

(a) If landlord does not live up to the terms of this lease or fails to provide any of the services which landlord agrees to provide, tenant may have the right not to pay part or all of the rent. (b) State law may give tenant the right, in addition to other rights, to withhold rent and pay the supplier directly when the landlord fails to provide water, electricity or gas to the building's common areas, or to the entire

building, or when the landlord fails to provide fuel, causing the loss of wintertime heat in the building. Tenant will substantially comply with the proper legal procedures before paying the rent to the utility company or oil dealer to continue utility service or heat.

If the apartment is so damaged by fire or other event, not the fault of the tenant, that it cannot be lived in, and because of the damage the tenant moves out, tenant will not be liable for rent from the day of the damage and tenant may cancel the lease on three days' notice. If the apartment is damaged in part, so that certain rooms cannot be used and are not used, tenant will pay a proportional amount of the rent from the day of the damage. If the lease is not canceled or only a portion of the apartment is damaged, landlord will make all necessary repairs to make the apartment fit to live in within thirty (30) days. Tenant will begin paying full rent when the apartment is repaired and returned to a livable condition.

Except for emergencies, landlord may enter apartment only during reasonable hours, after advance notice and with prior written approval.

Tenant may install an extra lock on any entrance door to tenant's apartment with the written approval of the landlord. Tenant agrees to provide landlord with a copy of the key to all extra locks.

Tenant agrees to obey all reasonable building rules that tenant has been informed about.

Tenant has the right to sublet the apartment with the written permission of landlord. Tenant will inform landlord of the tenant's intention to sublet, by certified mail and include the name, home and business address of proposed subleasee. Landlord will ask for any information needed to make a decision within ten (10) days and provide a notice of his/her consent or the reasons for his/her denial within forty (40) days from tenant's notification of intention.

Tenant has the right to bring a court action or to take a good faith complaint to any government agency for landlord's failure to obey any law or regulation concerning the apartment or any term of the lease. Landlord agrees not to change terms of the tenancy or interfere in any way or to evict tenant or refuse to renew tenant's lease simply because of tenant's actions.

If tenant does not live up to terms of the lease, landlord will do the following: (a) Send tenant a written notice demanding the tenant live up to the terms of the lease within ten (10) days. (b) If tenant does not comply within that time, landlord will send tenant a second written notice that the lease will end within thirty (30) days after the second notice is mailed to the tenant. On that day, the lease term automatically ends, and tenant will leave the apartment and return the keys to the landlord. Landlord has the right to bring a court action if tenant does not pay the rent, fails to cure a substantial violation of the lease, commits a continuing nuisance or does not leave the apartment at the end of the lease. Landlord will not force tenant out either by removing tenant's possessions or changing the lock on tenant's door or in any other way. Tenant will be given prior notice of the court hearing.

(a) Notice to tenant. Unless otherwise required in this lease or by law, any notice from landlord to tenant will be considered delivered if it (1) is in writing; (2) is signed by or in the name of the landlord or the landlord's agent; and (3) is addressed to tenant at the apartment and delivered to tenant personally or sent by certified mail, return receipt requested to tenant at the apartment. (b) Notice to landlord. Unless otherwise required notices to landlord in writing, delivering personally or sent by certified mail, return receipt requested to landlord at the address noted on page one of this lease.

Apartment defects and necessary repairs, other charges and other agreements are listed below:

**SIGNATURES**

The tenant and landlord have each received identical copies of the lease, each copy signed and dated by both landlord and tenant(s).

(date) \_\_\_\_\_ (tenant's signature) \_\_\_\_\_

(date) \_\_\_\_\_ (landlord's signature) \_\_\_\_\_

*Taken from: Rent Smart: A Consumer Guide to Residential Leases, New York Consumer Protection Board, 1987.*

# Housing Conditions Checklist

Complete this form at check-in and check-out. Be sure to keep a copy in a safe place. Be thorough. A little time now may save you \$\$\$ later.

<b>Address:</b> _____	<b>Apt. #</b> _____
<b>Landlord:</b> _____	
<b>Tenant(s):</b> _____	

Item	Check-in Condition	Check-out Condition	Item	Check-in Condition	Check-out Condition
<b>Bedroom</b>			<b>Bathroom</b>		
Floor			Shower		
Walls			Shower Curtain		
Ceiling			Sink		
Doors			Mirror		
Carpet			Toilet		
Blinds			Light Fixture		
Bed Frame			Towel Racks		
Springs			Cabinet		
Mattress			Other		
Dresser			<b>Dining Room</b>		
Bookcase			Floor		
Closet			Walls/Ceiling		
Desk			Table		
Light Fixture			Chairs		
Nightstand			Light Fixture		
Other			Other		

Notes:

Item	Check-in Condition	Check-out Condition	Item	Check-in Condition	Check-out Condition
<b>Living Room</b>			<b>Kitchen</b>		
Floor			Floor		
Walls			Walls		
Ceiling			Ceiling		
Doors			Refrigerator		
Carpet			Stove		
Blinds			Oven & Racks		
Light Fixture			Burners		
Sofa/Couch			Exhaust Fans		
Chairs			Cabinets		
Coffee Table			Doors		
Bookcase			Blinds		
Lamps			Light Fixtures		
<b>Miscellaneous</b>			Table		
Windows			Chairs		
Screens			Sinks		
Doors/Locks			Countertops		
Mailbox					
Smoke Detector			C O Detector		
Extinguisher			Other		

Example: Keys provided on 8/25/2009. Turned in on 5/22/2010.

Approval at Check-In:

Approval at Check-Out:

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Tenant



**Important and/or Useful Phone Numbers**

Village Of Potsdam Code Enforcement Office: 315-256-7678  
(for those living in the immediate area)

Town Of Potsdam Code Enforcement Office: 315-265-0670  
(for those living outside of the Village of Potsdam)

Village Of Potsdam Police Department: 315-265-2121

SUNY Potsdam University Police: 315-267-2222

SUNY Potsdam Counseling Center: 315-267-2330

Wellness Advocate Peer Counselors: 315-261-8873 or 315-261-8942  
*Trained Peer Counseling Interns through the counseling center  
available to both on and off-campus students.*

SUNY Potsdam Student Government Association: 315-267-2588

Student Conduct and Community Standards: 315-267-2579

*Please remember that you represent SUNY Potsdam within the community. You are held  
accountable for your behavior for off campus incidents.*