



Self-Determination Housing of Pennsylvania presents

# PREP

PREPARED

RENTER

EDUCATION

PROGRAM



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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 prior to moving in, 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.



## Co-operative housing

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

Key terms: Affordability, Asset, Award letter, Market 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 often not 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 consists of 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, social security benefit 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 subscriptions.
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/TANF/etc.	
Other	
Other	
<b>Total Income</b>	
<b>Multiply Total Income by .30 = Suggested Affordable Rent</b>	
Monthly Expenses	Monthly Amount
Food (groceries, dining out)	
Transportation (gas, bus, etc.)	
Child Care	
Medical Expenses, Medications	
Insurances (renters, life, auto) (divide by 12 if annually)	
Alimony (paid by you)	
Child Support (paid by you)	
Clothing	
Phone	
Electric	
Gas	
Cable TV, Internet, Cell Phone, etc.	
Other (e.g. cigarettes, coffee, lunch, etc.)	
Debts (loans, credit card, etc.) (List on back if you need more space)	
<b>Total Expenses</b>	
<b>Total Income</b>	
<b>Subtract Total Expenses (-)</b>	
<b>Amount Available for Housing (Compare this number to the Suggested Affordable Rent above)</b>	





## 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

Key terms: Credit report, credit reporting agency, co-sign

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 reliable and respectful tenant in the future. Owing money or having a formal eviction on your record 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**

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 housing history that reveals difficulty in the past such as an eviction? 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.*

<b>Equifax</b>	<b>Experian</b>	<b>TransUnion</b>
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 low credit score and poor credit history, the most impactful thing to do is be honest. Demonstrate to the potential landlord how your situation has changed and what improvements you have made 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. Showing that you are taking steps to improve your credit card can be helpful in showing the landlord that your situation is different now.





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 been arrested but have not been convicted of a crime, this will not come up on your background check. If you do have a criminal conviction in your criminal history, it is 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

- Be Honest. 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.
- Be prepared to appeal a denial/apply to many places. It can be a challenge finding housing, but being present will help.

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.

In the state of Pennsylvania, there is an option for people with qualifying convictions to have their criminal record sealed. When a criminal record is sealed, it means that most people cannot see it, including landlords, the general public, schools, licensing boards, and most employers. To see if you qualify for record sealing and to learn more about the process, visit [www.MyCleanSlatePA.com](http://www.MyCleanSlatePA.com).

## **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: 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 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.



## **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	
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 (3 months, if possible) in your folder.

Income Source	Name of Household Member			
	1.	2.	3.	4.
Salary/Wages				
Current Employer, Address, Phone Number, Etc.				
Social Security				
Pension				
Disability Insurance				
Public Assistance				
Other				
Other				

Income Source	Name of Household Member			
	1.	2.	3.	4.
Salary/Wages				
Current Employer, Address, Phone Number, Etc.				
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 Asset	Bank/Financial Institution Name	Value/Balance	Account Number	Family Member
Checking Account				
Savings Account				
PA Able Account				

# PREVIOUS HOUSING REFERENCE

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

<b>Dates Lived in Unit</b>		<b>Address of Property Lived In</b>	<b>Property Manager/Landlord Contact</b>
<b>From</b>	<b>To</b>		<b>Name, Phone, Address of Reference</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.

Item Needed	Name/Initials of Household Members				Family Member
Photo ID					
Birth Certificate					
Social Security Card					
Benefits Award Letter					
Pay Stubs (previous 3 months)					
Other Proof of Income					
Basic Information Sheet					
Previous Housing References Sheet					
Financial Information Sheet					
Asset Information Sheet					





**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:

1. Location – What affordable neighborhoods do you like best? Do you want to live close to work, family, transportation, or your doctor?
2. 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?
3. 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?
4. 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, and 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:



## Online 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](http://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 state your case, 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 traps) 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**

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.



## 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, your tenancy could be impacted.

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. You can ask for a copy of the lease ahead of time to give you an opportunity to read through it and prepare any questions you may have for the landlord. If you feel like you need additional support when reading through the lease, a caseworker, Legal Aid Services, or a local housing counseling agency may be able to offer assistance. An example of a more complicated lease is on pages 45-48. 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 the utility providers.

## **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. For example, if the rent is due on the 1st of the month but the lease specifies there is a five day grace period, you could submit your rental payment within that time frame and not be penalized with late fees. 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 walk through of the unit with the landlord or apartment manager. How do you do a walk through? 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 walk through checklist provided on page 51. 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 walk through 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 49-50. 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 if an emergency happens you won't have to search through a long document to find the answers you need. The lease review sheet should be kept in a quickly accessible place whereas the lease should be stored safely with other important records and documents. 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.

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

# 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 tenability 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.



## 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 per month: \_\_\_\_\_ Security Deposit: \_\_\_\_\_  
Are there any additional fees: \_\_\_\_\_ Amount Paid: \_\_\_\_\_  
Explanation for additional fees: \_\_\_\_\_

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

5. What day of the month is your rent due: \_\_\_\_\_  
Is there a late fee? If so, after how many days is the fee charged: \_\_\_\_\_  
How much is the late fee: \_\_\_\_\_

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

7. What types of payment can be used to pay your rent:  
Check \_\_\_\_\_ Money Order \_\_\_\_\_ Cash \_\_\_\_\_ \* If paying cash, 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 \_\_\_\_\_

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 (e.g. no smoking in entryways): No \_\_\_\_\_ Yes \_\_\_\_\_

12. Is there a limit to the number of nights a guest may stay:  
No \_\_\_\_\_ Yes \_\_\_\_\_ Number of days \_\_\_\_\_

13. Can additional people move in with you: No \_\_\_\_\_ Yes \_\_\_\_\_  
Fees/additional rent required \_\_\_\_\_

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 \_\_\_\_\_

Address \_\_\_\_\_ ) \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

16. Additional Lease Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

17. Notes

# BASIC UNIT WALK THROUGH

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.

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



## CHAPTER SEVEN: 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 Marketplace 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)



## 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 turns 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.

### 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 then and set up 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.

## **Living Up to Your Lease Agreement**

The most important thing you can do is pay your rent on time. 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. It's important that you don't give out keys – it is easy to make copies and you never know whose hands they will end up in. 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 preset guidelines.

### 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.



## 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 lifestyles 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, they 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	Th	F	S	Su	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 countertops, 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 the 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.
							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 they prefer 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.



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 per lease agreement
- 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 uninsured, Super Store has 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 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 them.
- 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 your rights have been violated, 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



## 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.

## 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.



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, see if there is any contact information for organizations like these. You can call 211 to get information on programs that might be able to help. You can also look in your phone book 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 of 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

**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 their 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 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.