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Your Lease or Agreement with Your Landlord: Renting a Room, Apartment, or House

Important tips

A good lease will protect both the landlord and the tenant. The landlord is protected from damage and loss, and the renter is protected from unreasonable landlords/living conditions and unexpected costs and charges. A good lease clearly establishes the expectations for both parties.

You should have a written lease or agreement with your landlord and ought to carefully read all printed materials BEFORE you sign any documents. It's important to understand all phrases, expressions, and specialized terms. You should ask questions, understand, and feel comfortable with all aspects of the lease. If you are uncertain about a clause or condition, you should wait and ask an experienced friend to review the lease. If you have problems later, you will want to use your lease for seeking reasonable and timely solutions from your landlord.

Don't sign a lease unless you are sure that you are ready to make the commitment for the whole period of time noted in the lease. Some good resources to consult before signing a lease are:

- Community Housing Service's: <https://www.cmu.edu/graduate/incoming-students/documents/lease-agreements-terms.pdf>
- Landlord-Tenant issues http://www.cmu.edu/graduate/programs-services/orientation/Tenant_Rights.pdf

Signing the Lease

Know these tips **BEOFRE** you sign a lease or agreement with the landlord.

Your lease is a CONTRACT and is BINDING. It may be impossible to change your mind later without significant costs to you.

You can expect clauses regarding...

- Duration (from September 1 to August 31)
- Where and when rent is due and what form of payment is accepted
- Notice-of-termination provision (Under what conditions the lease may be terminated)
- Responsibility for repairs (Who will fix the broken sink? Will it be done before I move in? What does "as is" mean?)

Make sure you know what is included and what is not...

- Utilities (gas, electricity, water/sewer, phone, TV cable)
- Repairs (Who will fix and pay for a burst water pipe? ...a broken oven?)
- Parking (Where will I park my car? Will this cost extra?)
- Trash/recycling (How often is the trash collected? Do I pay an extra fee?)

Make sure you know what is allowed and what is not...

- Number of occupants, pets, limitations on activities

Exclusions based on race, color, national origin, religion, sex, family status, or disability is illegal by federal law...

- More about Fair Housing laws and discrimination at: <http://nhd.gov/complaints/housediscrim.cfm>

Advice about renting a room, apartment or house

- 1. Get the property owner's name, address, email, and telephone number.**
- 2. Inspect the property carefully before you sign the lease.** Take plenty of time to check everything. Check the working condition of windows, appliances, water taps and drains, heating and cooling systems, security systems and locks, etc. Have repairs made before you move in or document the repairs that are needed. Use a good checklist during your inspection. Here's an example: <https://legalsurvival-wpengine.netdna-ssl.com/wp-content/uploads/2016/07/Move-In-Move-Out-Checklist.pdf>
- 3. Protect your security deposit.** Most landlords will require that you pay a security deposit. This amount of money is often the value of one or two months rent. The deposit can be withheld from you if you do not meet the conditions that are outlined in the lease. Pennsylvania law regulates how much of a security deposit a landlord may collect and when the deposit must be returned to the tenant. For more, check the CMU Housing website: <https://www.cmu.edu/housing/our-communities/index.html>
- 4. Prepare to comply with the termination provision.** Try to get a lease for the exact period of time you need the housing. Understand the policy about subleasing. When you are planning to move out, give the proper amount of notification (one month, two months, etc.) to the landlord.
- 5. Pay your rent in full and on time.**
- 6. Be prepared for accidents.** Have the landlord correct small problems such as wiring and loose rugs. Obtain homeowners or renters insurance for theft and damage.
- 7. Know your rights.** You have the right to privacy, quiet enjoyment, a habitable home, non-discrimination, and to express your opinions.

Where to get help if you have landlord problems:

If you are having significant problems (such as repeated water, heat or electricity outages) and your landlord does not respond after repeated requests, you may want to contact one of the following offices for advice and/or to help pressure the landlord to quickly fix the problem(s).

- Carnegie Mellon University - Community Housing Services: 412-268-2142, <https://www.cmu.edu/housing/our-communities/index.html>
- Neighborhood Legal Service Association: 412-255-6700, <https://nlsa.us/>
- Allegheny County Bar Association, Lawyer Referral Service: 412-261-5555, <http://www.acbalrs.org/>
- Pittsburgh Mayor's Office, dial 311 or 412-255-2621 for non-emergency services and inquiries about city services: <http://pittsburghpa.gov/innovation-performance/311.html>
- Allegheny County Health Department: 412-687-2243, <http://www.achd.net/mainstart.html>
- Pittsburgh Public Safety Department: 412-255-2270, <http://pittsburghpa.gov/publicsafety/>
- Pittsburgh Mediation Group: 412.973.0513, <http://www.pittsburghmediationgroup.com/>