The Survival Guide to Off-Campus Living

A college student’s guide to moving and living off-campus in Plattsburgh, New York
Disclaimer
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The process of deciding to live off campus can be one of excitement and anticipation. It is a process most of us will experience sometime in our lives. Since preparation is said to be half the battle, the “Survival Guide to Off-Campus Living” has been developed to provide you with valuable information so that you can become a well-informed consumer in the Plattsburgh community.

The Housing & Residence Life Office provides services specifically related to off-campus students:

**Personal Consultations**
The Director of Housing provides information on tenant rights and housing in the Plattsburgh community. To schedule an appointment to discuss concerns about renting off-campus, contact the Housing Office at (518) 564-3824 or stop by Algonquin 103. Be sure to bring a copy of your lease.

**Off-Campus Housing Lists**
The Housing & Residence Life Office publishes the Off-Campus Housing List three times a year (Fall, Spring and Summer). These lists include dates of availability, location, cost, description, contact person and phone number. These lists are available at our website -- [http://www.plattsburgh.edu/studentlife/housing/offcampuslisting.php](http://www.plattsburgh.edu/studentlife/housing/offcampuslisting.php)

**Small Group Presentations**
If your club, organization or residence hall would benefit from a small group presentation and discussion of the pros and cons of living off-campus, contact the Housing Office at (518) 564-3824 to schedule a meeting.

**Voter Registration**
To register to vote in the Clinton County, stop by the Center for Student Involvement, Angell College Center 101 to obtain a form.

Community Relations: Being a Good Neighbor

Moving off campus is more than just finding an apartment with some friends and learning how to make macaroni and cheese. Living off campus means you'll be expected to be a responsible member of a community made up of diverse individuals including senior citizens, families with young children and others who rise early in the morning to go to work or class. Living harmoniously with such a variety of people can be challenging as well as enjoyable.

Unfortunately, some students in the past have chosen not to take advantage of that opportunity and were inconsiderate of those living around them. It only takes one noisy party or one irresponsible act to create negative feelings toward all college students. Some neighbors feel prejudice toward particular houses that problematic students lived in a long time ago.

Years of bad feelings can be cleared up with the cooperative effort of all off-campus students by practicing a few simple good neighbor behaviors:

- **Introduce yourself to your neighbors.** Exchange phone numbers and encourage them to contact you if
they have a question or complaint.

**Be courteous and considerate.** If you are having a social event, keep your windows closed. Make sure your guests do not block driveways when they park their cars. Inform your neighbors in advance. They may be more understanding if they know in advance what to expect.

**Keep noise to a minimum.** You are responsible for the noise that comes from your building. If you are having a social event and your music and guests are loud, you may receive a call or visit from one of your neighbors or the local police. You don't need a citation for violating the City Noise Ordinance! It could cost you $250 for the first offense and even more for subsequent violations!

**Be discrete.** Do not impose your private conduct and/or lifestyle on people who may not share your morals or values.

**Keep your property (lawn, porch, etc.) free from garbage and debris.**

**Be understanding.** Realize that your daily schedule as a student is nearly opposite that of your neighbors. Try to understand and respect that difference.

### Finding Shelter

There are many reasons to live off campus and they vary with each person. They range from a need for more privacy to a chance to cut food expenses. No matter why people decide to live off campus, each one who does is faced with the necessity of finding a place to live.

The search for shelter can be a frustrating experience. Just remember that the same hassles that confront you have been encountered and conquered by thousands before you. Although there is a balance between the supply and demand of student housing - it's never too early to start looking!

Housing in Plattsburgh is follows a free market economy. Nice places close to campus are commanding high rental rates, while less desirable places cost less. The time you put in to finding a place will be well worth it in the end.

It is important to remember that housing can play a critical role in your overall attitude toward college life. Coming home to a comfortable living environment can do wonders to improve your outlook after a long day of classes, meetings and work.

The following pages contain information you should consider when hunting for shelter.

### Determining Your Needs

Your first step in finding a place off campus is to assess your needs and examine your finances and expectations. Some questions to consider are:

- **How much are you willing to spend on rent each month?**
- **Are you willing to pay the entire semester’s rent up front?**
- **Are you planning to live alone or with others?**
- **Do you want a single room or do you want to share a room?**
- **Do you want to live in a house, apartment or single room?**
- **How close are you to supermarkets and stores?**
- **Do you need to live within walking distance of the college?**
- **What appliances do you want in your living quarters?**
If you own a car, how plentiful are parking places? Are there enough parking spaces for your roommates to park their cars, too?

Do you want to live in an apartment house? Some are like a small residence hall and may be noisy.

What services do you expect from your landlord? Is having on-site management desirable?

If the cost of the apartments strikes you as being much higher than you had expected to pay, reconsider the benefits of living in the residence halls. It may be possible for you to cut a few corners and live for less, but don't count on it. You should always have some reserves in your budget for unexpected expenses. One of the biggest challenges off-campus students face is managing a budget. Instead of paying for everything up front like on-campus students, off-campus students have monthly bills. Telephone, electricity, water, cable, Internet, laundry and food bills come more often than you think! Plan in advance!

Finding an Apartment That's Right for You

When searching for an apartment, begin early! Some students sign leases in November for the following fall! This will assure you a better selection of places, more time to examine them and more time to carefully read over the leases you will have to live with. It also allows you enough time to conduct a thorough search for a roommate. Waiting until late March or April, as many people do, means your hunt for shelter for the Fall semester is going to be a frustrating one. The supply of convenient housing is depleted by then and your time will be limited due to approaching final exams. Decisions about your housing should not be hasty.

The best source of information about off-campus housing is your friends who live off-campus. Begin your search with them. If you are moving after living on campus, ask what life off campus has been like for them. Find out what they like and dislike about it and why. Find out how much they are paying for rent, utilities, food and other expenses and ask them if they know any places that are going to be vacant at the end of the semester. They may even be vacating their own place. Ask them if their landlord is responsive to requests to fix or repair things. A common question asked by students is: “Can the Housing Office keep a list of landlords other students have had problems with?” Unfortunately, that is not a service we are able to provide. What constitutes a “bad” landlord in one student’s opinion can be the qualities of a good landlord in other students’ eyes. Therefore, it is important to talk to friends and acquaintances before signing a lease.

If your friends can’t help you or if you are a transfer student new to this area, check out the Off-Campus Housing List. This list is published three times a year to show available housing in the Plattsburgh area for the Fall, Spring and Summer. The lists include dates of availability, location, cost, description and contact person and phone number and is available at http://www.plattsburgh.edu/studentlife/housing/offcampuslisting.php

Another source for finding off-campus housing is the Press-Republican, Plattsburgh’s local newspaper. The classified ads section lists places that are available. Copies of this paper are available at newsstands, grocery stores, the College Store, and Campus Express. The library, each residence hall and Angell College Center Information Desk also receive a daily copy of the Press-Republican that you can glance through.

As a last resort, try to find a place through the community bulletin boards often located in grocery and other stores. While it is most likely crowded with items for sale, you may find some offerings there. Hunting for housing is no easy task, but it can be done successfully!

Inspecting the Apartment

After you have located a prospective apartment, the next thing to do is call the landlord (or agent) and try to set up a time when you can check out the premises. When you go to see a prospective landlord, keep in mind that you are dealing with a person who has invested money in housing and is trying to make money from his or her
investments. This is serious business!

When looking for an apartment, it is advisable to take a checklist with you. Often, in the haste to locate housing, you may forget or overlook something minor such as a sufficient number of electrical outlets or lack of closet space. A minor omission of this sort may become a major inconvenience for you later. Taking a checklist along will help you to make a thorough inspection of the premises.

**Below is a list of things to notice, inquire about and do, when being shown an apartment:**

**Does the amount quoted for rent include utilities?** If so, which utilities? Heat (oil, gas or electricity), lighting, hot water, garbage removal, water/sewer are some of the basic utilities. Also inquire whether a security deposit will be required and what this covers. For more information about security deposits, see page

**What are the average monthly costs for utilities?** You can ask the utility company or the previous tenant. The landlord may have an estimate; however, the utility company can give you the specific costs for the previous tenant.

**Take along a copy of the "Renter’s Inspection Checklist" located in Appendix A.** Use this checklist to compare the pros and cons of each apartment you inspect. It is often easier to weigh your options when you have a visual to guide you.

**Are there any plans to sell or renovate the building?** If so, be sure your lease contains a provision protecting your tenancy.

**GET IT IN WRITING!** No matter what type of agreement you make with your landlord, get it in writing! This includes changes in the lease, special permission to arrive early, stay during vacations, pay rent when financial aid is received, etc.

**Are pets allowed?** If they are, it should be stated in the lease. However, if it is not stated in your lease, the landlord legally cannot prohibit you from keeping a pet. For more information on renting with pets, refer to pages ___.

**What type of parking arrangements are available?** Remember that when it snows in Plattsburgh, there may be a parking ban on the city streets. If your apartment does not include off-street parking, you may be facing a potential problem!

**What is the policy regarding picture hanging, wallpapering, painting, etc.?**

**Other things to observe/inquire about:**

**Storm windows/doors, insulation & weather stripping.** Particularly if you are paying your own heating bill, are there storm windows, storm doors, insulation and weather stripping? If the landlord pays the heating bill, find out who controls the thermostat for your apartment.

**Cracks in walls/ceilings, warped floors.** Cracks in walls or ceilings or warped floors may indicate a leaky roof or faulty plumbing. If the landlord agrees to fix the defect, ask him or her to put in writing and add it to the lease, then sign and date it. Be sure to add when it will be done.

**Pull shades or venetian blinds.** If the unit has pull shades or venetian blinds, open and close them and check for rips or broken or missing blades.

**Window screens.** Window screens should not be bellowed or ripped. Screens are a necessity in warm weather.

**Closet space.** Check for closet space, noting the height and depth of storage areas.

**Drawers/Cupboards.** Check the kitchen drawers and cupboards for easy opening. Are there enough of them to store your kitchen supplies?

**Electrical outlets.** Check each room for sufficient electrical outlets and be sure they work. If it is a furnished
apartment, determine if sufficient lighting fixtures and bulbs are furnished. (Many landlords may require you to furnish your own light bulbs even if you are renting a furnished apartment.)

**Stove and Oven.** Check the range burners and oven to be sure that they are clean and working.

**Refrigerator.** Check the refrigerator for working condition and size. Note the rubber gasket lining around the door. It should be free of cracks and tears. Sound obscure? Broken gaskets cause refrigerators to run constantly which shortens their life span (in addition to increasing your electric bill!). Landlords usually will not reimburse you for food that spoiled because the fridge broke down!

**Plumbing.** Check the plumbing in the kitchen and the bathroom, making sure the water from the faucets and the shower head flows properly and with sufficient pressure.

Once again, use the Renters Inspection Checklist in Appendix A to assist you in weighing the pros and cons of each apartment you are considering.

Take your time and be thorough. This point cannot be stressed enough. The time you spend now inspecting the premises will save you headaches once you move in.

### Interpreting Leases

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

Before you sign a lease it is advisable to use the Housing Conditions Checklist located in Appendix B. Be thorough in filling the checklist out. If something is questionable (e.g. closet door handle is missing), make sure to write it down. After you've filled it out, make sure the landlord and all the tenants in your apartment sign and date it. Keep the checklist handy. When you move out, have the landlord come over and review the list. Ask if you will be charged for anything. If not, ask the landlord to put it in writing! If the answer is yes, ask the landlord to specify what you will be charged for.

### Translating the Lease into English

The tenant will most often be presented with a written document (lease) which was written for the benefit of the landlord and may appear difficult to read. The most important thing at this point is: READ ALL PARTS OF THE LEASE AND MAKE SURE YOU UNDERSTAND ALL OF IT. Ask for a copy of the lease to read overnight. Don't let the landlord pressure you into signing quickly and don't pressure yourself into making a rash decision simply because you want to find a place to live now. Take your time - it will pay off!
**Damages.** This section is usually one-sided and sometimes reads, "The lessee shall render the lessor harmless for any damages which may arise and accrue however caused whether in whole or part to act of negligence on the part of the lessor."

*In English:* This means that if something is damaged or destroyed because of the landlord's negligence, you agree not to hold him/her responsible and agree not to enter into litigation. There may be a way you can beat this clause. Consult an attorney. You may still have recourse against the landlord.

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

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

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

*In English:* Most leases provide a way to get rent money from you in case you refuse to pay, skip town or are excessively late in payment. This section is not as bad as it seems. Fact is, the landlord cannot lock you out or enter you apartment without a court order. Nor can he or she cause you to leave your apartment without a court order.

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

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

**Automatic Renewal Clause.** "Upon expiration of the original term thereof, this lease shall be automatically renewed under the same terms and conditions."

*In English:* If the period of tenancy is specifically stated, this clause would be contradictory.

**Notice to Vacate.** Check this section to see how long in advance you'll need to notify the landlord (in writing) before you leave. In most situations you must give your landlord at least 30 days notice before you vacate. When you decide to vacate, put it in writing!

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

**GLOSSARY**

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

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

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

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

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

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

**Default** - to forfeit or lose omission; to fail to perform a legal obligation.
Demised Premises - the place being rented.
Detainer - withholding another's property against his/her will.
Dispossess - remove a person from land. In New York, the legal action brought from nonpayment of rent.
Destrainment (process by distress) - the landlord takes your personal property to force you to pay or eventually sells it to get his/her money back.
Ejectment - physical or legal eviction from land.
Emure - to take effect.
Eviction - depriving a person of possession of occupancy. Constructive eviction: not actually removing the tenant but making it impossible for him/her to remain because of the conditions (e.g. serious deterioration).
Goods and Chattels - personal property.
Holdover - retaining possession of rental real estate after the lease term expires, or the landlord demands possession, or due to an alleged breach of the terms of the lease by the tenant.
Indemnify and Hold Harmless - to free from any responsibility or liability.
Lease - a type of legal agreement establishing a landlord-tenant relationship. "In many ways a lease is a legal contract, but it does not fail to meet many of the fundamental elements of a contract such as a meeting of minds, lack of duress and equal power to bargain." (Goodman)
Lessees - tenant.
Lessors - landlord.
Liability - responsibility, loss; a negative element.
Notice to Quit - notification from landlord to tenant ordering tenant off the property (usually after 30 days, from the first day of the rental period).
Notice to Vacate - notification from tenant to landlord stating intention to leave the property (usually after 30 days from the first day of the rental period).
Parties to a Lease - those who agree to abide by the provisions of a lease; typically, you as tenant, any housemates as co-tenants and the landlord.
Possession - lawful occupation and use of land, subject to protections of "quiet enjoyment."
Replevin - legal action to recover property that was unlawfully seized.
Sublet - agreeing to permit someone to use a rented property for a term less than the full term of the lease, and to pay for that permission.
Summary Proceeding - (to recover possession) eviction. "Summary proceeding" because it is a swift and simple procedure for that permission.
Term of Lease - the length of time that a lease shall be in effect; duration of obligation.
Thirty-Days Notice - on a month-to-month tenancy, this is the notice that either party must give to the other to terminate the tenancy. The 30 days must include a full rental period.
Warranty of Habitability - promise that the property is safe and usable for residential use.
Waiver - relinquishment of a right, agreeing to give up something you are entitled to.
Source: E.J. Goodman, Tenant Survival Book.

The Pros and Cons of a Lease

The Big Advantage to a Lease
1. If you have a lease, your rent should remain constant for the term of the lease. If you don't have one, your landlord can raise the rent any time for any reason. Rent can be raised simply by giving you a 30-day notice.
2. If you don't have a lease, a landlord can also evict you for any reason just by giving you a 30-day notice. When you have a lease, you and your landlord can make decisions in writing, such as repairs, repainting or remodeling, if you both so desire.

The Big Disadvantage of a Lease
1. It hinders your mobility and financially obligates you for the duration of the lease. In other words, each tenant
is obligated for the entire payment of their share of rent and the courts will hold each tenant to his/her obligation.

2. Many tenants sign absurd leases and subsequently suffer. A lease is an agreement/contract. It can be as simple as "Jane Doe agrees to live in Mary Smith's apartment for one year and pay Mary $100 each month." All the clauses found in a lease that follow the above basic agreement simply further define the responsibilities of the landlord and the tenant.

If you are having trouble weighing the pros and cons of a specific lease and would like some help deciphering, contact the Housing Office at (518) 564-3824. Also, don't be afraid to consult with family members who could advise you.

For a sample of a reasonable lease, see page _____.

Important! A Lease Can Be Negotiated!

You should not sign a lease with sections that are so one-sided that they put you in jeopardy. To change a lease, cross out the section you wish to delete, initial it and have your landlord initial it, then date it. Additions should be written out, dated and signed by you and the landlord. Make sure that all changes are noted on all copies of the lease.

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

Keep in mind that even if you do sign a lease with provisions that seem to be unreasonably favorable to the landlord, the courts may refuse to enforce those provisions. For instance, your lease may include a provision stating that "any appliance or conveniences provided by that landlord are under no warranty as to their condition or operation and therefore, the landlord is not responsible for their maintenance or repair." Landlords are required by law to maintain electrical, plumbing, sanitary, heating and ventilating systems in good and safe working order. This also includes any appliances they install.

Other lease provisions to watch out for are those that exempt landlords from liability for injuries to persons or property caused by the landlord's negligence or those that waive the tenant's rights to a jury trial. These types of provisions are known as "unconscionable lease clauses" and would be considered null and void in a court of law. Nevertheless, read your lease and all riders carefully before you sign.

Before signing a lease, make sure:
That the lease ends when you want it to. If you will be leaving in May, don't sign a lease that terminates in August. You might not find anyone to take over your responsibility.
   If you have pets, the lease should clearly indicate that you have a right to keep Fido.
That there are no hidden or outrageous late fees.
That the landlord cannot terminate the lease with little or no pretext.
That if you want to sublet, your right is so stated. (For more information on subletting, see page 36.)
That if the landlord agrees to pay utilities, or some utilities, it is clearly indicated.
That the landlord cannot, unless in an emergency, violate the privacy of your apartment without your permission.

If you have any questions about a lease, don't sign it. Bring it to the Housing & Residence Life Office (103 Algonquin Hall) or a lawyer. An ounce of prevention...
One of the most difficult experiences students have off-campus stems from a legal clause commonly known as the "jointly and severally" clause. Most landlords want the money generated by their investment property. They do not necessarily care who is living in the apartment as long as the tenants pay the bills, are considerate of their neighbors and don't damage the place. The jointly/severally clause protects landlords and creates difficulties for students.

A jointly/severally clause usually reads something like this:

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

It sounds innocent enough but what this clause does is obligate each and every tenant to pay for the total cost of the apartment. If five people agree to live together and sign a lease that includes a similar clause, each person is responsible for the money the four other tenants should pay. If two of the five students should fail to return to college (one transferred, the other couldn't return for medical reasons), the remaining three have to find replacements or pay the $3,000 that is owed to the landlord. Although the primary responsibility rests with the tenants who did not fulfill their obligations but since they most likely do not live in Clinton County, you will be hard pressed to get them to pay more than $1,000 or anything beyond what they have already paid, for services they didn't utilize! They most likely don't live in Clinton County and it will cost you a lot of money to pursue them legally. Please note that this type of clause is legal and binding. It is also the most common reason that students seek legal advice!

If you get stuck in a similar situation and your friends who are living at home do not pay, you must find a person to replace them. Ask the landlord to give you some time to find someone. You may be able to strike a deal with your friends by asking them to pay half, and offering this money to the landlord while you look. This situation can get nasty as a landlord will take students to Small Claims Court or they may opt for the new, surefire way to get their money - refer the problem to a collection agency.

Security Deposits

Once you have found a place you're interested in, keep these things in mind about security deposits:

1. A security deposit may be required whether or not you have a lease. The amount of the deposit is entirely up to the landlord, but usually ranges from one-half to two months rent. Many landlords combine this deposit into a security/damage deposit to pay for any damage you do in the apartment. A security deposit cannot be used to pay the last month's rent!

2. The General Obligations Law of New York requires that the landlord do certain things with a deposit. If the landlord collects security deposits from six or more dwelling units, the money must be put into an interest-bearing account. At the conclusion of your lease, you are entitled to this interest minus a 1% service charge. If your landlord does not fit into this category, they have two options: the money may be placed in an interest-bearing account or in a non-interest trust account. The choice is up to the landlord. They must supply
you with the name and address of the bank where your deposit is located and the type of account it is in if you request it. The deposit, however, must be placed in a separate account that is not used by the landlord.

3. **The security deposit may not be used as a penalty.** It may be held only for damages, even if you have broken other clauses of the lease. Any clause in the lease that specifies withholding of the security deposit for any reason other than damages is void. Consult an attorney to get guidance on these matters.

4. **One of the most common problems of off-campus students is failure to recover security deposits.** Demand a receipt for the deposit or pay by check. You will also need proof when it comes to allegation of apartment damage. Usually the dispute surrounding a damage claim revolves around conflicting memories - yours and the landlord's - as to the condition of the apartment when you moved in. The best protection is a checklist of the conditions of the apartment. This should be done before paying any money or signing a lease. The checklist should be made room by room and should then be signed and dated by both tenants and the landlord and each should keep a copy. For a sample "Housing Conditions Checklist", see Appendix A.

Once the landlord deducts the money from the deposit, the burden of proof shifts to you - the tenant. If you disagree with the landlord's decision you can fight it. Talk with the landlord first. If you are not satisfied, you will have to go to Small Claims Court to try to get your money back. Be prepared to disprove the landlord's claim of damage caused by the tenant. This can be done through the use of photographs, the Housing Conditions Checklist (Appendix A) and the testimony of witnesses.

**Thinking Ahead:**

**Potential Problems**

For many of you, this may be your first time renting your own place. Although living off-campus is a great experience, there are some new problems involved that you didn't have on campus. The following section will address some of those problems and, hopefully, help you to cope with them.

**The Tenant’s Toolbox**

Although your landlord will probably make repairs when you request them, it is often quicker and easier to make a minor repair yourself. Taking care of the small stuff yourself also means you won’t get a reputation of being someone who calls to complain about every little thing.

To make your own repairs, you’ll need a small toolbox stocked with a few basic items. There’s no need to buy expensive tools; just get the least expensive tools that will be sturdy enough for occasional use.

A few items to purchase are:

- **Monkey wrench:** Useful if you drop a ring down the sink and need to open the pipe underneath the sink.
- **Screwdriver assortment:** Can be used to tighten cabinet hinges, towel bars and childproofing devices. Also helpful for assembling bookcases, entertainment centers, etc.,
- **Wall anchors:** If you have a heavy picture on a screw or nail that is in drywall, but not in a stud also, it can fall right off the wall and rip through the drywall. Use wall anchors to prevent this potential disaster.
- **Hammer:** For hanging pictures, assembling furniture, etc.
- **Utility knife and razor blades:** Useful for replacing small pieces of carpet, opening cartons when you move...
into a new place, scraping excess paint off mirrors, windows and doorknobs and similar tasks.

Other inexpensive items to add to your toolbox include a pencil and eraser, a measuring tape, touch-up paint and a small paintbrush, a window screen repair kit and an assortment of nails and screws. Don’t forget to buy a toolbox or storage box too!

A tenant’s toolbox is particularly useful when it’s time to vacate your apartment and restore it to the condition it was in prior to your tenancy.


Getting Your Landlord to Fix Things

This may well be the toughest and most frequent problem for off-campus students. In return for your rent, your landlord is obliged to keep your home in good repair. It is your right to live in a clean, safe and habitable home. Unfortunately, however, your landlord may not repair things in your apartment as quickly or as satisfactorily as you would like. In fact, he or she may not come by to fix things at all. Of course, not all landlords are as irresponsible, but if you begin to have problems you should know the facts and have a course of action.

First of all, you should talk to your landlord. Tell him or her what is wrong, that you want it fixed and when you want it fixed. After you have talked to your landlord, write him or her a letter confirming your conversation and keep a copy for yourself.

It is very important that all your requests and contacts concerning your apartment be in writing and that you keep a copy for yourself. You may need proof one day! Also, send all letters to your landlord by certified mail, return receipt requested. Keep all signature cards and letters in a file.

If the landlord fails to respond to your initial contact, you may still be able to have the necessary repairs made.

1. The first thing your should do is call the Plattsburgh Building Inspector's Office at (518) 563-7707. File your complaint and set up a time for an inspection. Point out all the problems to the inspector. Ask the inspector if there are any code violations. Get the inspector's name and write a summary of what happened and put it in your file. Call the Building Inspector's Office and ask for two copies of the report. Send one copy to your landlord.

2. You should file a complaint with the Attorney General's Office at (518) 562-3282 and explain the problems you are having and with whom. Although one complaint does not give the Attorney General's Office enough information for definite action, repeated complaints about the same landlord would allow them to try to get results.

3. Since many college students pay rent by the semester, the third option of withholding rent for the spring semester may be possible. Withholding rent has serious legal consequences, possibly including almost immediate legal action. If you pay rent by the month and are considering withholding rent, you should not do so without consulting a legal authority.

* At this point, if your landlord still hasn’t responded to your needs as a tenant, you should seek legal advice. You can make an appointment to meet with the Student Association Attorney if you are a SUNY Plattsburgh student.
Heating Failures

There you are inside your apartment on a nice, quiet night with a good book to read, which is only sensible since it is 20 degrees and snowing heavily outside. It is toasty inside and the furnace is reassuringly blowing heat through the house when you hear it falter, squeak and sputter into silence. Your thermostat didn't turn off the blower; the furnace has died. What do you do now?

**Put on your socks and shoes.** Put on two pairs of socks (wool over cotton) if you have trouble keeping your feet warm.

**Put on layers of shirts and sweaters.** Unless the house is extremely well-insulated, there is going to be a lot of heat loss so your first priority is to conserve your body heat.

**Cover your head with a cap.** About forty percent of your body heat can be lost through your head.

**Call your landlord.** Explain the situation and ask him or her what to do. The landlord may want to take on the repair job and do his/her own work. Whether you accept this will depend on your opinion of the landlord's fix-it skills. Consider how quickly and how well the landlord has repaired things in the past. If you have your doubts, tactfully suggest that you will find an all-night repair service to do the work. If the landlord agrees to this, make sure he or she knows the bill for repair will be sent to him or her.

How to Read Your Meter

Most meters have four dials. To read the indicators, stand directly in front of the meter to insure that you will not mistake the position of the pointers. Starting from the right dial, take down the number that the pointer has just passed. BE CAREFUL. Some dials move clockwise and others move counterclockwise. In every case, when the pointer is between two numbers, take the lower of the two, even if the pointer appears to be near or closer to the higher number. Proceed to do the same for the remaining dials.

Subtract the reading on your last bill from the one your have just taken. The difference is the number of kilowatt hours you have used during the period. (Note: Some meters have a multiplier of 10, so be careful.)

A kilowatt hour is 1,000 watts used for one hour. For example, ten 100-watt light bulbs burning for one hour equals one kilowatt hour. Your utility bill is somewhat self-explanatory. However, it doesn't hurt to make sure the utility company has not made a mistake. The amount due on you gas or electric bill is the sum of three charges:

1. **Actual charge for usage.** To calculate this charge, the utility company multiplies the number of kilowatt hours used during the specified time period by a certain per-unit cost. The company is supposed to bill you once a month and bill you accordingly. However, due to difficulties in reading each meter every month, the utility company may bill you an estimated cost once per month and then adjust the bill when the meter is actually read. The bill must specify whether the reading is actual or estimated. Most companies use the letter "E" to denote estimated bills.

2. **Fuel adjustment charge.** Because fuel costs have fluctuated, utility companies are permitted to pass on extra charges to you in the form of surcharges on each month's bill. Similarly, if fuel costs go down, the companies, in theory, are expected to pass along the savings by reducing rates.

3. **Sales tax.** Residential utility users in New York pay 4% to 8% sales tax.
Fuse Box First Aid

Fuses and circuit breakers are devices that protect your electrical circuits from overloading (having too much power run through them).

A circuit breaker trips or a fuse blows when:
- There are too many appliances on one circuit.
- An appliance is working improperly.
- When a bare wire touches a ground and short circuits.

To Replace a Fuse
Do not stand on a wet surface and make sure your hands are dry. Look for a blown fuse. A blown screw-in type fuse will have a break in the fuse element of a discolored window. A cartridge fuse can be checked by substituting it with a working fuse.

Unscrew the burned-out fuse and replace it with one of the same thread size and ampere rating. An oversized fuse can present a fire hazard.

If the fuse blows again, do not use any appliances or the circuit in question until repairs have been made. Call your electrician or the electric company.

To Reset a Circuit Breaker
Stand on a dry surface and make certain your hands are dry. Look for the circuit breaker that has tripped to the "off" position. Wait at least one minute after the breaker has tripped. Having tripped, it may be in a neutral position. Move the circuit breaker all the way to "off". Then return the circuit breaker to the "on" position.

If this circuit breaker trips a second time, do not use any appliances or the circuit in question until repairs have been made. Call your landlord, an electrician or the electric company.

Source: "Don't Be in the Dark about Changing Fuses or Resetting Circuit Breakers", Long Island Lighting Company.

Know Your Rights: Plattsburgh Housing Laws

There is a housing code in the City of Plattsburgh that applies to all rental units regardless of size or age. The purpose of a housing code is to establish specific requirements governing the condition, occupancy and maintenance of residential premises. The code sets minimum standards - it is just one step toward insuring decent housing.

This information outlines the requirements of the housing codes, steps to be taken for its enforcement and recommended procedures for getting needed repairs completed. A complete copy of the housing code may be purchased at the City Clerk’s Office at City Hall.
Building Inspector

The best way to avoid housing problems is by knowing the condition of the apartment before you move in and also by knowing what to do if the conditions aren't satisfactory. You can receive this information by calling the Plattsburgh Building Inspector's Office at (518) 563-7707.

By giving the inspector the address of your apartment, he or she can check the file on previous inspections and relay that information to you. If the apartment hasn't previously been inspected, the Building Inspector can make an appointment to inspect it.

Another helpful hint is to take pictures of the inside of the apartment when you move in. Get the pictures printed right away with a date stamp. Also take photos of everything: carpets, doors, walls, the shower, appliances, sinks, light fixtures. This way you will be able to prove that the conditions existed before you moved in. (If there are problems when you move in, be sure to bring the pictures with you when you talk with your landlord.) A few photos may save you hundreds of dollars!

Note: All apartments included in the Off-Campus Housing Listing published by the Housing & Residence Life Office have been inspected within the past 12 months.

Housing Code

This information is a summary of the City of Plattsburgh's Housing Code and is designed to give you a good idea as to whether or not your residence complies with code regulations. If it doesn't comply, you have the right to take action to solve the problem. This section was last revised in 1994. For a more updated copy, contact the Building Inspector.

Maximum Occupancy
The maximum number of people allowed to live in an apartment is determined on the basis of floor areas of habitable rooms (other than kitchens) as follow:
A) One occupant per room having a floor area of at least 80 sq. ft. (8' x 10' room).
B) Two occupants per room having a floor area of at least 120 sq. ft. (10' x 12' room).
C) Three occupants per room having a floor area of at least 180 sq. ft.

Note: There are different codes and specifications pertaining to buildings occupied as clubs, dormitories, sorority or fraternity houses.

Prohibited Uses
A) No kitchens, public space or non-habitable place can be used for sleeping purposes.
B) All communal kitchens must have a floor area of at least 100 sq. ft. (10' x 10' room).
C) You cannot use lodging units to prepare or eat meals.
D) It is prohibited to use any cellar space as habitable space.

Habitable Space
A) Must have a ceiling height of 7'6" over at least 50% of the floor area. (Ceiling space under 5' is not included in the computation of floor area).
B) A dwelling unit must contain 150 ft. of floor area with a minimum horizontal dimension of 10'.

Note: All apartments included in the Off-Campus Housing Listing published by the Housing & Residence Life Office have been inspected within the past 12 months.
C) Kitchens must have a minimum 60 sq. ft. of floor area.

**Basements (for habitable use)**
A) The depth of the basement cannot exceed four times its clear height.
B) Windows are required on more than one wall.

**Light & Ventilation**
A) Your room must be provided with natural light through one or more windows.
B) Your room must be supplied with artificial light.
C) Your room may also be provided with natural ventilation via windows, sky lights.
D) Your room may also be provided with mechanical ventilation in addition to natural ventilation.
E) Public places shall be provided with artificial light including stairs, stairways and passageways.
F) There must be a sufficient number of fixtures provided so that the distance between fixtures doesn't exceed 30 ft. and no wall is more than 15 ft. from a fixture.

**Non-Habitable Space**

**Bathrooms**
A) Must have provisions for privacy.
B) Must be located within the dwelling unit and must be accessible from any sleeping room without having to pass through another sleeping room.
C) Floors of bathroom must be waterproof.

**Exits**
A) Safe, continuous and unobstructed exits must be provided.
B) Exits must be arranged so that occupants can escape safely in case of an emergency.

**Fire Safety Requirements**
A) It is prohibited to accumulate or store any highly flammable or explosive matter, such as paints, volatile oils, rags or similar materials.
B) It is also prohibited to accumulate or store materials on fire escapes or stairs, in stairways or passageways at doors or windows.

**Prevention of Fire Spread**
A) Walls and ceilings must be maintained free from cracks and openings.

**Plumbing Facilities**
A) Your apartment must be provided with plumbing systems designed to dispose of the sewage and to furnish cold water to every toilet and hot and cold water to every sink, lavatory, bathtub and shower.
B) Hot water must be furnished at 130 to 140 degrees Fahrenheit.
C) Your apartment must have one kitchen sink, one bathtub or shower and one lavatory.

**Heating**
A) Adequate heat must be provided to maintain the indoor temperature of 70 degrees Fahrenheit from 6 a.m. until 11 p.m. when the outside temperature falls below 55 degrees Fahrenheit.

**Tenant Responsibilities**
The housing code places certain responsibilities upon the tenant. These include:
A) Limiting the number of occupants in the apartment to the number permitted by the housing standards.
B) Maintaining the part of the premises which s/he occupies in a clean and sanitary condition.
C) Keeping all plumbing, cooking and refrigeration fixtures in a clean and sanitary condition.
D) Keeping exits from his/her dwelling clear and unencumbered.
Disposal of garbage and refuse into provided facilities.
Extermination of insects, rodents or other pests if his/her dwelling unit is the only one infested.
Keeping his/her domestic animals and pets in an appropriate manner and under control.

**Landlord Responsibilities**
Landlords and/or apartment managers are responsible for compliance with the housing standards in regard to the following:

A) Limiting the number of occupants to maximum number permitted by the housing code.
B) Maintenance of safe and sanitary conditions in all parts of lodging house premises.
C) Maintenance and operation of all required service facilities.
D) Maintenance of all plumbing, cooking and refrigeration fixtures and appliances.
E) Sanitary maintenance of walls, floors and ceilings.
F) Keeping all exits clear and unencumbered.
G) Disposal of building garbage.
H) Extermination of insects and rodents or other pests on the premises.
I) Handling and removing screens.

**Mobile Homes**
There is a section of the housing code that applies specifically to mobile homes. Those Plattsburgh residents living in mobile homes should be familiar with it. For information on Mobile Home Tenant’s Rights, contact the Building Inspector.

**Filing a Complaint**
If you believe code violations exist you can file a complaint with Building Inspector at 563-7707. The inspector will generally come quickly and file a report which becomes a matter of public record. A landlord cannot prevent an inspection and is usually not called prior to the inspection. If violations do exist, your landlord will be notified and given a time to make the improvement. A re-inspection should be scheduled at the end of that period. Any violation that requires exterior repairs may be postponed until spring.

**Things to Remember When Filing a Complaint**

**Make sure you are at your apartment when the inspector comes to point out the suspected violations.** If you can't be at there, make arrangements with a roommate or a neighbor to point out the violations.

**Make sure the inspector sees and lists separately all violations.** If you feel all violations weren't listed you have a right to a copy of the report. In fact, it's a good idea to get a copy for your records anyway.

**Make a note of the day the inspections occurred.** If nothing happens, call the Building Inspector again and re-register your complaint.

**Follow up.** The inspector will re-inspect the unit on the scheduled date. If the violation hasn't been corrected and your landlord has a good reason for the delay, an extension may be granted. If a second extension is requested it may be granted with the approval of the inspector’s office. However, if your landlord is not cooperating, attempts will be made to find out why. If the landlord continues to fail to comply with housing regulations the case will be turned over to the City Attorney for court action.

**Tenant Protection**
Often a tenant filing a complaint faces the possibility of landlord reprisal. Unfortunately, the laws in this city
that protect from retaliatory action on the part of landlord are limited. However, if you are faced with retaliatory eviction, unreasonable rent increase or discontinuance of services attributed to your action against the landlord, it is recommended that you contact the Human Rights Commission or attend a meeting of the Landlord/Tenant Relations Council. Call the Mayor's Office at 563-7701 for more information.

What if code enforcement does nothing?
If the Building Inspector's Office is unable to obtain satisfactory action, you may be able to take other actions. For example, welfare recipients can request the Social Services Department withhold rent until the dwelling is brought up to standards. Anyone else thinking about withholding rent should contact an attorney first. SUNY Plattsburgh students may set up a contact the Student Association Attorney by getting a referral at the Housing & Residence Life Office (be sure to bring a copy of your lease).

Utilities

You may find apartments with the cost of utilities such as heating, lighting, water/sewage and garbage removal included in the rent. However, usually you will be required to pay for the utilities yourself.

On the following pages is information on basic utilities and how to get them connected.

For information on cable, internet services, long distance providers, water companies, recycling, etc., consult the Yellow Pages.

Consumers' Rights

The Public Service Commission Order with respect to Residential Disconnection Procedures (August 16, 1974) follows:

A utility cannot disconnect gas and electric service to residential homes within five hours of the closing of the utility's business office prior to a weekend or legal holiday. Disconnections also cannot be made during a two-week holiday period commencing five days before Christmas through two days following New Year's Day.

A utility must provide for special protective procedures when they are considering the disconnection of service to elderly, infirm, aged, sick or visually handicapped.

Before any disconnection, a utility must, in addition to providing the notice require by law, send a second notice to person(s) designated by the customer for receipt of such notice. Such third person must have acknowledged in writing his or her willingness to receive such a notice.

If you have reason to believe your utility bill may be in error, you are entitled by law to register a complaint with the company and appeal it if necessary through the Public Service Commission (PSC).

Phone Service

Most students are using cell phone service rather than land lines these days.
If you are interested in a land line, there are most likely jacks in the apartment that you will rent.

To apply for service, contact Verizon at 890-7100.
Verizon provides the “dial tone” service -- you provide the phone.

**Electricity**

**Municipal Lighting Department**
For students living in the City of Plattsburgh, the electric company is the Municipal Lighting Department, located on 6 Miller Street. The phone number is (518) 563-2200.

The City of Plattsburgh has one of the lowest electric rates in the nation. Consequently, almost everything (heat, hot water, lighting, etc.) is generated by electricity. Residents are billed per unit at a residential rate. For students utilizing MLD, it is important to note that if more than four non-blood related individuals live in an apartment, they are subject to being charged at a different electric rate (Small Commercial Rate). MLD does not actively seek verification of the number of people residing in apartments. However, if a Meter Reader notices a list of names on the mailbox or if your bill payment contains a host of checks, you could be in for a surprise. The Small Commercial electric rate is quite a bit higher than the residential electric rate.

**New York State Electric and Gas Corporation (NYSEG)**
Students who live outside the city limits use New York State Electric and Gas Corporation (NYSEG). The phone number is 1-(800) 572-1111.

**Gas and Fuel Oil Services**
If you are renting an apartment, chances are that your landlord is taking care of the heating and you pay for it in your rent. However, some apartments and houses in the area require that you pay for heat. Your house or apartment may be heated either by electricity, gas or oil. For a listing of local gas and oil companies, check the Yellow Pages listing under "Gas Companies" and "Oils - Fuel".

If heating with gas or oil be sure the facility has carbon monoxide detectors on all sleeping levels.

**Protect Your Belongings: Renter’s Insurance**

Protect your belongings from fire, water, theft and more. Purchasing renter's insurance is a sound decision if you are moving off-campus, especially if you have expensive items such as stereos, computers, furniture, etc.

Renter’s insurance is relatively inexpensive. It runs as little as $75 annually. Most renters believe - erroneously so - that they don’t need renter’s insurance because the property owner is required to take care of any losses they suffer. There’s no question that landlords are responsible for losses arising out of owners’ negligence. Renters, however, are responsible for the financial burden of losses created by their own negligence.
“All too often, renters don’t understand that they’re responsible if they start a grease fire in the kitchen,” said Jim Potter, regional sales director at American Banker’s Insurance Group in Santa Ana, CA. “They’re responsible not only for their own unit, but for the unit next door and any others that are damaged.”

Potter said that some apartment residents have an “it won’t happen to me” attitude. But it does. Insurance firms said apartment fires and theft are the leading reasons tenants suffer losses. Water problems caused by an overflowing sink or tub is another major problem. If the distracted tenant does not have renter’s insurance in such a case, the landlord’s insurance carrier may pay for the damage to the building and then may seek to recover the costs directly from the renter.

Tenants in the lower apartment whose personal belongings are ruined by an overflowing tub may also get into the act. If the tenant’s don’t have their own renter’s insurance, they may have to sue the negligent tenant to recover their losses.

Renter’s insurance also protects tenants against personal injury lawsuit. If you throw a party inside your apartment and someone trips, falls and breaks a limb, the renter is liable for it.

The bottom line: Tenants, whether well off or just getting by, should carry renter’s insurance. That way, you won’t be starting from scratch at a time when you can least afford it.

Source: Anders, C.M. “Insurance is a must for renters” (The San Francisco Examiner, November 7, 1997).

Please check at the Housing & Residence Life Office for contact information for property insurance.

Renting with Children

Renting as a parent can be challenging to you and your neighbors. It is not unusual for kids to be the cause of an unreturned security deposit due to stains, scribbles and scuffs. The good news is that a landlord cannot evict you for normal amounts of kid noise. However, don’t assume you are exempt from common courtesy just because you have children.

Lena Herman recommends that parent/renters keep the following in mind:

Put yourself in your neighbor’s shoes. Consider what the noise level would be like if you lived in your neighbor’s apartment. Screaming, jumping and pounding can be major annoyances for others.

Teach kids the difference between outdoor/ indoor behavior.

Take the kids outside when they need to run, even if you just stand on the front yard of your apartment building.

Talk to your neighbors about the children. They will appreciate the fact that you are trying to be considerate of their needs. If the neighbors admit that the children are bothering them, find out their schedules, then you don’t have to worry about letting the kids run wild when no one is around.

Give your neighbor a name. Kids often mind the rules better when they can grasp the reasoning behind
them. Tell them that neighbor “John” is going to be mad if they make noise.

Herman also recommends ways to prevent potential disasters that could result in the forfeiture of your security deposit:

**Cover rugs in high-spill areas, such as eating and play areas.** Enforce a no shoes policy in the house if mud is an issue.

**Protect the walls.** Put up cork boards if kids like to tack things up in their rooms. Ban all permanent markers from the apartment of a toddler.

**Catch disasters as soon as they occur.** Keep a bottle of spot rug cleaner around for spills. Catch water overflow at bath time before it causes permanent damage. If your kid gets sticker happy on the bedroom walls, remove them right away. The longer they stay, the more paint comes off with them. And when the little one discovers that the walls make great coloring books, get out a bucket of soapy water immediately. Waiting can only make the disaster worse.

**Child Safety in Your Apartment**

According to the U.S. Consumer Product Safety Commission, more children die every year in home accidents than from all childhood diseases combined. Most of these accidents are preventable with adequate supervision and some childproofing.

Childproofing your apartment is much different than childproofing a house. There are many aspects to take into consideration, including security deposits and holes in the walls. With a little creativity, however, renters can and should take the time to make their homes safe for their kids.

Leta Herman, author of “Child safety in your apartment” (1998), recommends the following for childproofing and preventing accidents:

**Get down on your hands and knees and crawl through your home.** You can’t miss that pointy table when it’s at eye level.

**Browse department and toy stores for childproofing products** such as electrical outlet covers, cabinet locks and window blind cord wind-ups. Watch out for products that use adhesives for installation. The adhesives may end up costing you a security deposit when they pull chunks of paint off your walls upon removal.

**If the device requires drilling holes in walls, talk to the landlord first about his/her policy.** Most aren’t that strict, while others tell you up front that they deduct a certain amount of money per hole from your deposit.

**Use gates that require hardware for installation.** Renters may think that pressure gates are good on stairs because they don’t require any drilling. But beware! They aren’t strong enough to hold back a determined pushing child from taking a tumble.

**Don’t forget to childproof you windows and balcony.** Many folks don’t know that a child can fall out a window that is open only five inches. If the window glass is new and sturdy, you may opt to keep accessible windows closed and locked. If you are wary about the window pane strength, you can use the
same hardware gates used for stairs to keep children from falling out windows. As for balconies...the slats are usually wide enough for small children to squeeze through. You can install special plastic netting around your balcony.

**If you can't keep it safe, keep them out.** You can close off an entire room by locking the door. If the area you want to restrict is in your living room or kitchen, gate it off.

*Source: Herman, L. “Child safety in your apartment.” (1998)*

## Finding Pet-Friendly Housing

**Owning a pet adds one more challenge to finding the perfect apartment.** Following are tips for making your search for a home for you and Spot a success:

**Allow enough time.** Give yourself eight weeks to check ads and contact renting agencies.

**Have your pet’s papers in order.** Ask for a letter from your current landlord verifying that you are a responsible pet owner. Get a similar letter from your veterinarian stating that you have been diligent in your pet’s medical care. Provide documentation that your pet has been spayed or neutered. An altered pet is far less likely to be a nuisance to neighbors. The more proof you can provide attesting to your conscientiousness as a pet owner, the more convincing your appeal will be to your future landlord.

**Be honest!** Do not try to sneak your pet in. Keeping an animal in violation of a no-pets rule contributes to the general inclination of landlords not to rent to pet owners, and can subject you to possible eviction and other legal action. Many buildings have pet policies that allow pets only with prior approval from the board of directors. You are more likely to win this approval by being honest upfront.

**Sell yourself and your pet.** Responsible pet owners make excellent tenants. Because they must search harder for a place to live, pet owners must be particularly cooperative and committed renters. Once the right home is found, pet owners are more apt to stay put, and lower vacancy rates mean lower costs and fewer headaches for landlords. Communicate your understanding that living with a companion animal is a privilege, not a right. Offer to bring your pet to meet the owner or property manager. A freshly-groomed, well-behaved pet will speak much louder than words. Emphasize that the same pride you take in caring for your pet extends to taking responsible care of the property.

**Get it in writing.** Once you have permission to have a pet, be sure to get it in writing. A Pet Addendum to your rental agreement should be discussed and signed by you and your new landlord. Comprehensive agreements protect people, property and the animals themselves. If your lease has a “no-pets” clause in it, simply getting verbal approval is not enough. The “no pets” clause should be crossed out of the lease before you sign it, and be sure it’s crossed out on your landlord’s copy, too!

*Source: The Humane Society of the United States*

## Being a Good Pet Neighbor

Following are some ways to be a good pet neighbor:
How would you rate your pet as a neighbor? Take a few minutes to imagine what it would be like if your dog or cat lived next door to you.

Train your dog to obey basic commands. At any age, a dog can be trained to obey at least five commands - “Come,” “Sit,” “Heel,” “Stay,” and “Lie Down.”

Be aware of laws in the community regarding dog owners’ responsibilities. Most communities require each dog in a household to be registered. Some have limits on the number of dogs and cats one household can own.

Clean up after your pet. This is often a law in some cities. However, law or no law, cleaning up after your dog reflects your consideration for others.

Walk your dog on a leash. Daily walks can be a treat for both of you when your dog is trained to walk quietly at your side on a loose leash. This ongoing training helps you control your dog so it won’t jump on people or on other dogs.

Don’t buy/adopt a pet if you do not have time to spare. A barking dog can become a neighborhood annoyance. Excessive barking is frequently the result of boredom or anxiety when a dog is left alone for long periods of time. Regular walks and play periods with your dog and teaching it tricks will help prevent boredom. As a student, you may have a full schedule of classes, work and meetings. If you find that your calendar is booked for most of each day, consider waiting until after graduation to buy or adopt a pet.

Keep your cat indoors. Keeping your cat indoors avoids problems with neighbors and protects your cat from being hit by a car, encounters with unfriendly dogs or attacks by other animals.

Get your pet neutered or spayed.

Take your pet to the veterinarian regularly to keep vaccinations current and to be sure they are in good health.

Put an identification tag on your pet.

Sources: Purina, www.rent.net

Moving Out

How to Sublet Your Apartment
Many students are locked into a two semester lease even though they may only be here for one semester. Chances are you may one day need to escape a lease by subletting. How do you go about it?

Voluntary Termination
Since every tenant must eventually terminate tenancy, it is important to understand the proper procedures for termination. Both the landlord and the tenant must follow the prescribed notice procedures when terminating tenancy.

Leaving When a Lease Expires
Find out how to get your security deposit returned, how to retrieve belongings left behind and what last minute details you will need to tend to.
How to Sublet Your Apartment

**Reread your lease.** Does it give you the clear right to sublet on your own terms to a tenant of your choice? Many landlords will reserve the right to approve tenants; however, most will cooperate if you acknowledge your legal obligation for the full term of the original lease.

**Inventory your apartment's features (space, storage, fireplace, etc.) then appraise the drawbacks (noise, poor heating, cramped closets, etc.).** Though negative appraisal points can be overlooked (after all, you did), you should admit their existence to prospective new tenants. Glossing over problems only makes for trouble later.

**When your moving plans are confirmed, talk to the landlord.** Explain that you want to clarify the subletting procedures. Will you be released on a specific date even if you haven't produced a subletter? With a suitable tenant in hand, can the lease be rewritten to free you from all liability? Will there be a penalty or charge?

**Compose a concise newspaper ad.** Include the date the apartment will be available, an objective description of the place, general size, the best features, rent and location. Also include a phone number where you can be reached. Place the ad in the "Cardinal Points" campus newspaper and also the local newspapers. You may also fill out a "Have Place, Need Roommate" form in the Housing & Residence Life Office to be kept on file.

**For your protection...** it's often a good idea to ask a friend to sit with you while you are showing the apartment. Good luck!

Leaving When Your Lease Expires

**Getting the Security Deposit Returned**
Landlords are required to return a security deposit if there is not "unreasonable wear and tear" on the property. If your landlord fails to return the money within two weeks after the tenancy has ended, ask for an itemized list of repair expenditures and for the receipts. Make this contact in writing!

**Retrieving Belongings Left Behind**
When articles are left behind in the apartment after the tenancy has ended, the landlord is required to return them upon request. If the landlord refuses to comply, call the police and ask them to escort you inside the apartment. Do not attempt to re-enter the apartment alone! In some instances, the landlord may charge a storage fee for larger items that are left behind.

**Last Minute Details**
Remember to cancel all utilities before moving out. Notify the newspapers, magazines and other home delivery services of the change of address. Leave a forwarding address at the post office.

Eviction

Normally, a landlord must give 30-days notice (one payment period) to terminate a month-to-month tenancy or
request a mutual breaking of a written lease. However, in some circumstances, a tenant may be evicted in less than 30-days. When a landlord wants a tenant out in less than 30 days, and the tenant wants to stay, the landlord must obtain a court-ordered eviction through a Summary Proceeding. This is the only legal method of eviction. Don't be intimidated by verbal threats or official-looking notices drawn up by the landlord, as these will not stand up legally.

Eviction proceedings may be begun by the landlord... when a tenant remains in possession of the landlord's property, refuses to pay or defaults on the rent or other assessments he or she has agreed to pay, or used the premises for illegal purposes. A petition must be served to the tenant stating the date, time and place of the hearing. This petition may be served personally or may be left "nailed" to the door or with a person of suitable age, as long as an additional copy is mailed by certified mail. Make sure you show up in court for such a hearing - you lose automatically if you don't. Although you don't need a lawyer, having one might be helpful.

If the eviction proceedings are based on non-payment of rent... the landlord must first demand the rent from the tenant. If, after three days, the rent is not paid, the landlord can begin proceedings. The tenant can raise defenses to the effect that he or she does not owe rent. This may be due to the tenant's entitlement to rent reductions, withholding of rent due to lack of repairs or debts which would cancel out the landlord's claim. If the amount of rent is in dispute or if the rent is withheld, the court may require that it be paid into the court or put in escrow. If the landlord delays for about six months in bringing a non-payment proceeding, the tenant can argue that the landlord can sue for only the past three or four months. Again, consult a lawyer.

If the court makes a judgment for the eviction... this can include making the tenant pay for rent owed, plus any attorney fees and/or the cost of repairs if the lease provides that these charges are to be considered as rent. On the other hand, if the lease provides that the landlord would be entitled to attorney fees and the tenant wins the hearing, the tenant would be entitled to attorney fees from the landlord.

If an eviction judgment is granted... the court will issue a “Warrant of Eviction” that can be given to the Sheriff, who will serve it in 72 hours. The tenant's belongings will then be removed and put into storage, but the tenant is responsible for the cost of storage.

Take Advantage of It!
Student Association Services & Programs

The following section describes those Student Association services that might be of interest to off-campus students.

Lawyer Program
A student needing this service must meet with the Director of Housing at 103 Algonquin for a referral. Once you have reviewed your lease at Housing and it is determined that meeting with the attorney is warranted, you will need to fill out a Legal Assistant Request Form in the SA Office (2nd floor of the Angell College Center). If eligible, an appointment will be scheduled with the lawyer for the student to receive legal advice. This service is provided at no charge. Please be aware that the lawyer can only give you legal advice and cannot represent you in court. In some cases, the student's problem might be solved by a referral to another service other than the lawyer.

Bus Service
The bus service is offered to students in order to establish transportation from the college to the main commercial areas in the community. The service is free of charge for all SA Members with a valid Plattsburgh
State ID. The van stops in front of the Angell Center every 30 minutes.

**Vacation Bus Tickets**
A vacation bus travels to the New York City area on the following breaks: Columbus Day, Thanksgiving, Winter and Spring. The prices vary dependant on usage but are generally less than local (Greyhound) bus service.

**Revolving Loan**
A student may obtain an interest-free loan of $50. The process begins by filling out an application in the SA Office between 9 and 11 a.m., Monday through Friday. If the student brings the approved application to the College Auxiliary Services Office (Clinton Hall) before 11 a.m. the loan may be picked up between 2:30 and 4 p.m. at the CAS office on the same day. Students must pay the loan back at the SA Office within two weeks, with no interest charged. If the loan is not paid back within 2 weeks, interest accrues at the rate of $.25/day.

**Burghy Video Den**
The Student Association provides low cost video rentals to students. You can stop by the Video Den, located at the Angell College Center Desk, and rent a current movie for $2/day. (Special: Mondays and Wednesdays are $1 rental days)

**Ski Rentals**
Students may take an SA Activities Coordination Board Ski Trip during the winter months and rent skis/snowboards for a reduced price. For more information on the scheduled trips, contact the SA office at 564-3200.

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**Plattsburgh Numbers to Know**

<table>
<thead>
<tr>
<th>Service</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Police Dept.</td>
<td>518-563-3411</td>
</tr>
<tr>
<td>City Building Inspector</td>
<td>518-563-7707</td>
</tr>
<tr>
<td>Municipal Lighting Dept.</td>
<td>518-563-2200</td>
</tr>
<tr>
<td>Mayor’s Office</td>
<td>518-563-7701</td>
</tr>
<tr>
<td>US Postal Service</td>
<td>518-563-1450</td>
</tr>
<tr>
<td>University Police</td>
<td>518-564-2022</td>
</tr>
<tr>
<td>Cancelled Classes</td>
<td>518-564-CLAS</td>
</tr>
<tr>
<td>Student Dining CAS</td>
<td>518-564-2035</td>
</tr>
<tr>
<td>ACC Info Desk</td>
<td>518-564-2121</td>
</tr>
<tr>
<td>College Bookstore</td>
<td>518-564-2082</td>
</tr>
</tbody>
</table>
Sample Lease

RESIDENTIAL LEASE

LANDLORD 
Name: ________________________________________
Address: ______________________________________
Phone: ________________________________________

TENANT(S)
Name: ________________________________________
Address: ______________________________________
Phone: ________________________________________

MANAGING AGENT (if appropriate)
Name: ________________________________________
Address: ______________________________________
Phone: ________________________________________

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

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

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

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

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

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

If ownership of the building is transferred, landlord agrees within five days of the transfer to give over the deposit, plus any interest owing, to either: (1) the tenant or (2) the new owner who is taking control of the building. Landlord agrees that tenant will be notified by certified mail of the name and address of the new owner.

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

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

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

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

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

(a) If landlord does not live up to the terms of this lease or fails to provide any of the services which landlord agrees to provide, tenant may have the right not to pay part or all of the rent. (b) State law may give tenant the right, in addition to other rights, to withhold rent
and pay the supplier directly when the landlord fails to provide water, electricity or gas to the building's common areas, or to the entire building, or when the landlord fails to provide fuel, causing the loss of wintertime heat in the building. Tenant will substantially comply with the proper legal procedures before paying the rent to the utility company or oil dealer to continue utility service or heat.

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

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

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

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

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

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

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

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

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

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

(date) __________________________________________ (tenant's signature) ________________

(date) __________________________________________ (landlord's signature) ________________