

Repairs

Written leases sometimes state who is responsible for different kinds of repairs. For example, you may have a lease that states that all major repairs are the responsibility of the landlord, and all minor re-pairs or repairs costing under a certain amount are your responsibility.

However, the landlord must maintain everything for which you are paying rent. You *cannot be made responsible for all repairs or all repairs under a certain amount of money.*



The landlord is responsible for all major repairs and repairs necessary due to normal wear and tear. If you cause the damage, however (such as breaking a window), you may be responsible for repairing that damage.

When repairs are needed you should tell the landlord what is wrong *in writing*, then give the landlord a reasonable amount of time to get the work done, and keep a copy. **If you have trouble getting the landlord to make the repairs, there are several things you can do:**

- ❑ Call your township and request a housing code inspection.
- ❑ *Arrange to have the repairs made by a reputable repairperson and deduct the cost of the repair from the rent. Put rent money into escrow until work is finished, and let the landlord know in writing. **WARNING!!!** This procedure can be risky if done without the landlord's agreement, and the landlord may take you to court for non-payment.*

Refund of your security deposit

When you are preparing to move out of your house or apartment at the end of your lease, your first step in getting your security deposit returned to you is to notify your landlord *in writing* of a forwarding address. This is required by the Landlord Tenant Act. The best method to communicate your new address in writing is to send it via a certified letter, return receipt requested. Send the letter early enough so that your landlord receives it before you move out. Make and keep a copy.

Your landlord has 30 days from the date you move to either:

- ❑ Return your security deposit in full, plus any interest you are entitled to
- ❑ *Provide you with a written list of damages, and refund to you the difference between your security deposit (plus any interest) and the amount claimed by the landlord as damage.*
- ❑ The landlord may *not* include normal wear and tear in the list of damages.

If, after you notify your landlord, he/she neither returns your security deposit nor provides you with a list of damages within 30 days of your move and you do not owe the landlord any rent, you have the right to sue the landlord in District Justice Court. You have two choices:

- ❑ You may sue for the amount of your security deposit plus any unpaid interest. You landlord **WILL NOT** be able to bring a countersuit against you for damages to the leased premises, although he/she can still sue you for any unpaid rent, or

- ❑ You may sue for **DOUBLE** the amount of the security deposit plus double the amount of any unpaid interest. However, when you sue for double the security deposit, your landlord can reduce the amount of money you could recover by proving that you caused damage to the leased premises.

Condominiums

If your apartment building is being converted to condominiums, the new owner/ developer must give you one year's written notice before you are required to move, and he cannot raise your rent or change the terms of your lease. If your lease is for more than one year, you may remain in your unit until the termination of your lease.

You have the first chance and exclusive rights to buy your rental unit until the termination of your lease.

You can give 90 days' notice and terminate your lease without penalty after receiving a conversion notice.

For a copy of the Landlord/Tenant Act, call the Bucks County Office of Consumer Protection, or go online to www.buckscounty.org

Click on *Residents*, then *Consumer Protection*, then *Consumer Tips*

**Provided as a public service by
The Bucks County Commissioners**

RREAL ESTATE

What You Should Know Before Renting a Home Or Apartment



County of Bucks Department of Consumer Protection/ Weights and Measures

1260 Almshouse Rd., 4th Floor
Doylestown, Pa. 18901

215-348-6060
1-800-942-2669

www.buckscounty.org

Before looking at apartments or rental houses, the first thing you should do is consider your living needs: number of rooms, location and distance from shopping and public transportation, price, and facilities.

Beware of companies that charge a fee to provide you with a list of apartments. Some of these companies provide only a list of rentals compiled from newspapers. Consult with someone you trust – friends, relatives – or check newspaper ads on your own. Local realtors are an excellent source for listings of available apartments, but they may charge a fee for their services.

Once you find an apartment you would like to rent, you should inspect it completely.

- ❑ Check with your local Consumer Protection agency or Better Business Bureau to see if there are any complaints.
- ❑ **Always see the actual apartment you are going to rent, not a “model” or “sample.”**
- ❑ Check the appliances. Are they in good working order?
- ❑ **Is the water pressure sufficient? Are there any plumbing leaks?**
- ❑ Are there enough electrical outlets? Make sure they are in working order.



- ❑ **Are the walls and ceiling painted or papered without cracks?**
- ❑ Is the ventilation and air conditioning accessible?
- ❑ **Are the floors, railings and bathrooms in good repair?**
- ❑ Is the fire escape easy to use? Are there two methods of escape in case of emergency?
- ❑ **Are the stairs safe and well-lighted?**
- ❑ Is there any evidence of rodents or insects?
- ❑ **Is the heating system in working order?**
- ❑ If the apartment is furnished, check and write down the condition of all furniture.
- ❑ **Are the windows and doors operable and weather tight? Are screens provided?**

Beware of existing damages! Before moving in make a list of all existing damages and repairs that need to be made. Take photographs if possible and attach them to the list. A copy of the list should be presented to the landlord and attached to the list at the time of lease signing. Make sure to keep a copy for yourself. Remember, all verbal promises should be put in writing.

Before agreeing to rent, you should ask and get clear answers to the following:

- ❑ Who is the landlord, or landlord’s agent?
- ❑ **How much is the rent? When is it due?**
- ❑ To whom and where should the rent be paid?
- ❑ **Is a security deposit required, and how much is it?**

- ❑ Who is responsible for repairs? To whom should problems and repairs be referred?
- ❑ **It is better to commit to a written rather than an oral lease.**
- ❑ Will the lease be month-to-month or year-to-year?
- ❑ **Who is responsible for paying for electricity, water, heat, gas, oil and sewer?**
- ❑ What are the rules, regulations, and charges for pets?
- ❑ **Who is responsible for snow removal and lawn maintenance?**

The lease is an agreement between the landlord and tenant, and can be either written or oral. Your best protection is a written lease signed by both parties. In either case, the lease should state:

- ❑ The names of the tenant and the landlord.
- ❑ **The address of the rental property.**
- ❑ The amount of rent due.
- ❑ **The length of time that the property is being rented (month to month or year to year), including the start and termination date of the lease.**
- ❑ Who pays for utilities?

Never sign any lease before reading it carefully, and never sign a lease that has blank spaces that could be filled in later. Any agreements you make with the landlord should be included. Make sure you get a copy of the lease after both you and the landlord have signed it. Make a second copy of the lease and put it into a safe deposit box or



give it to a friend or relative for safekeeping.

The rental application

Your new landlord may ask you to provide credit references and a list of past landlords, addresses, and your employment history, including salary. **An application fee may be charged and may be non-re-fundable if you are not approved.** The landlord may elect to apply this fee to your first month’s rent or security deposit, but this is not required by law.



The security deposit

A security deposit is money that actually belongs to the tenant, but is held by the landlord for protection against damages or unpaid rent.

- ❑ During the first year of the lease, the security deposit cannot exceed two months’ rent.
- ❑ **Beginning with the second year of the lease, a landlord cannot retain a security deposit of more than one month’s rent.**
- ❑ At the beginning of the third year of a lease, the landlord must put any security deposit over \$100 in an interest-bearing bank account, unless the landlord obtains a bond.
- ❑ **A tenant who occupies a unit or dwelling for two or more years is entitled to interest on his security deposit, beginning with the 25th month of occupancy. The landlord must give you the interest earned by the account (minus a one percent fee which the landlord may retain for his costs) at the end of the third and each subsequent year of tenancy.**