

Guide for Off-Campus Living



A Guide to Housing at West Virginia University

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What is a lease? When should I begin looking for an apartment? How much rent can I afford?
Downtown or Evansdale? Do I want roommates? Should I find something close to campus?
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Ready to get out on your own? The WVU Off-Campus Housing website will help you find off-campus housing that suits your needs! Go to www.studentlife.wvu.edu/offcampushousing and click on Housing Search in the Off-Campus Housing submenu to begin searching for available rental properties, or if you are interested in finding a roommate who already has an apartment, click on Roommate Resources to start your search. Landlords who wish to list available properties on this website should access the Landlord Resources page and follow the instructions for form submission.

Be sure to see the Off-Campus Housing Publications page, where you may download information on rental property websites and phone numbers; renter's insurance information; an apartment hunter's checklist; fire safety and prevention advice; and information on area mobile home parks and sales centers. And see the Off-Campus Housing Forms page for additional resources, including the Off-Campus Housing sublease form; move-in and move-out checklists; a sample roommate agreement; and much, much more.

Since parking is always an issue in the Morgantown area, check out the Parking page for more information about public and private lots that are close to campus. And if you're looking for information on local hotels, major department stores and shopping centers, grocery stores, furniture stores, storage facilities, local cellular phone providers, and area banks, visit the Frequently Asked Questions section for listings.

Visit the Off-Campus Housing website regularly for new rental listings and other updated information.

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This publication represents the best available information at the time of publication. West Virginia University does not inspect or endorse any rental property or landlord.

What should I do before beginning my housing search?

There comes a point at which most students wonder, “Where am I going to live next year?” You will need to decide whether to live in the residence halls, or move out and find an apartment or house. Although many other students and some landlords may give you advice to the contrary, the best time to begin looking for housing is in January, after you receive your fall semester grades. The logical starting point for your search should begin with the Off-Campus Housing Fair, which takes place in the Mountainlair Ballrooms in January, during the first week of the spring semester. Also check out the Office of Student Life website at www.studentlife.wvu.edu/offcampushousing for information on off-campus housing. Many area landlords post apartment vacancy listings on the Student Life website, and students who have housing and are looking for roommates also post vacancies here. After accessing the site, students may input their off-campus housing preferences (number of bedrooms, furnished or unfurnished) and run searches to find a listing of apartments with apartment addresses, cost of rent, and the landlord’s contact information. In addition, the Student Life website contains information on parking, roommate resources, and frequently asked questions. You may download other information regarding off-campus housing, including publications regarding renter’s insurance, fire safety, move-in and move-out checklists, sublease forms, and sample leases.

THINGS TO CONSIDER BEFORE STARTING YOUR HOUSING SEARCH

- Determine what your housing needs are.
- Decide if you want a roommate, and choose roommates wisely.
- Set up a housing budget, and don’t forget to include the costs of utilities.
- Pick a good location in which to live.
- What to know before signing a lease.
- What to do when moving in.
- Decide what items are a must for you (parking, a dishwasher, a washer/dryer, etc.).



Do I want a roommate?

Before making a final decision on roommates, here are some questions to ponder: How much can you afford and how much can your potential roommate afford? On which campus will your classes be and on which campus will your potential roommates be? These are just a few things to think about when choosing a roommate. Choosing a roommate is not as easy as it may seem. The person who is your best friend now may not be your friend by the time your year lease is over. Many issues need to be considered and seriously discussed before people should agree on being roommates. Take the time now to discuss potential issues to avoid hassles later on. ***Not getting along with your roommate is not a valid or legal reason for breaking a lease.***

One of the first things to consider when choosing a roommate is overall compatibility. Look at your potential roommate's living area now and mentally compare it with yours. See if they are at least somewhat similar. If your space is immaculate and your potential roommate's room barely looks fit for human habitation, you might want to consider living with someone else. Also consider sleeping and studying schedules, and smoking is another key issue to think about, especially if one person smokes and the other does not.

After you have thought about general compatibility, address other issues related to living together. Consider how you and your roommate are going to split the bills. Never put all the utilities in one person's name, as this can lead to unwanted conflicts. The next item to address is food. Will each of you buy separate groceries that are not to be shared, or is everyone free to use whatever he or she wants? If this is the case, what is the replacement policy? Another thing to consider is cooking duties. Will one person cook and the other clean up, or is everyone responsible for his or her own dishes? Think about how cleaning chores are going to be divided among everyone. Are you fine with a messy living room but must have a clean bathroom? Or are you a generally neat person and having anything out of place is a pet peeve of yours? Keep in mind that everyone is different, and the little things that bother you may not bother your roommate. Determining these little things beforehand will make moving in together much easier because everyone is aware of what expectations the other roommates have.

Besides thinking about the things that pertain to the apartment itself, you also have to think about personal issues between you and your roommates, such as privacy. For example, if your bedroom door is closed, does that mean you do not want to be bothered at all, or is it okay for your roommate to knock? Another issue that often arises between roommates is borrowing things from each other. Is it okay to go into your roommate's room and borrow her or his belongings, or does she or he prefer giving permission before something is used? Another common issue that roommates face is temperature control. You may like cool room temperatures while your roommate prefers it hotter. When sharing an apartment, consider your roommate's thoughts and opinions and come to a compromise that you can both live with.

The bottom line with roommates is to discuss your likes and dislikes before you move in together. You may realize that there are too many differences, and it is better to live separately and keep your friendship.

The Off-Campus Housing website (www.studentlife.wvu.edu/offcampushousing) offers a roommate agreement form. It is wise to download a copy of the form and then sit down with your roommates and hash out any differences before signing a lease.

If your roommate leaves, you may be held responsible for the entire amount of rent due for both you and your roommate. If you leave, this does not release you from your obligation of paying your rent through the term of your lease. Many leases contain a joint and several liability clause, which means that you and your roommate are jointly responsible for the rent and for any damage done to the apartment. If your roommate damages something, the landlord will look to both of you to cover the cost of repairs. Also, if your roommate stops paying rent, you may be held responsible for the entire rent bill. Because of this, we strongly recommend signing a roommate agreement that will address what happens in the event that roommates leave. If your roommate leaves, you may also have the option of getting a new roommate. You can post a listing on the Off-Campus Housing Office website at www.studentlife.wvu.edu/offcampushousing if you already have housing and are looking for a roommate.

ROOMMATE PROS AND CONS

Pros

- Making new friends
- Companionship
- A larger and nicer rental unit
- Lower rent and utility costs per person
- Sharing household chores
- Sharing food, cable, and Internet costs

Cons

- Less privacy and more noise
- Distractions from studying
- Risk of unwanted overnight guests
- Sharing your food and belongings
- Tracking rent and utility bills
- Possibility of arguments

WHAT TO CONSIDER WHEN CHOOSING A ROOMMATE

Personality and Habits

- Age
- Sexual orientation
- Quiet vs. social roommates
- Pets or no pets
- Smoker or nonsmoker
- Morning person or night owl
- Study habits or major

Type of Rental Unit

- How many are you willing to live with?
- Number of bedrooms, baths, and closets
- Affordability of rent and utility costs
- Location (Downtown, Evansdale)
- Will you need a car?
- Is public transportation nearby?
- Parking

QUESTIONS TO ASK A POTENTIAL ROOMMATE

- What is your class schedule?
- What are your study habits?
- What level of quiet do you prefer during study hours?
- What is your expected level of privacy, such as entering rooms or sharing rooms?
- When do you usually go to bed? When do you usually get up in the morning?
- When you're sleeping, what is your desired level of noise? Is it okay to have the TV on?
- What are your eating habits?
- Do you plan to cook at home, or will you be eating out a lot?
- Is the use of alcohol in the apartment okay? If so, when?
- Is coming home drunk okay?
- Do you use drugs?
- How will you handle paying bills?

Setting up a housing budget

Complete the worksheet below to estimate how much you can afford to spend on off-campus housing expenses. Housing and utility costs in Morgantown, in addition to the general cost of living, are slightly above the national average.

1. Fill in the base rent of the property.
2. Fill in the utilities if they are not included. Call the utility companies to find out the average cost per month for that property address.
3. Add in the cost of basic cable and phone. These can vary depending on the type of plan you choose.
4. The total will give you a monthly estimate. Multiply by 12 to determine how much this will cost you for the year.
5. Do this for all properties you are interested in so that you may find the apartment which represents the best value and fits your budget.

Address _____

Base Rent _____ +

Water _____ +

Electric _____ +

Gas _____ +

Cable _____ +

Phone _____ +

Internet Service _____ +

Garbage _____ +

Water and Sewage _____ +

TOTAL _____ per month X 12 = _____ Yearly Cost

In addition, you will also need to consider other expenses related to living off-campus, such as groceries, parking, car maintenance, and entertainment. Try to leave some room in your budget to cover incidental expenses as well.

Determine Your Housing Needs

Complete the checklist below to figure out what living situation will be ideal for you.

LOCATION	YES	NO
1. Is it close to the campus that you want to live on?		
2. Is the apartment within walking distance of that campus?		
3. Will you need a car at this apartment?		
4. Is the apartment near a PRT or bus stop?		
ROOMMATES		
1. Do you need a roommate to afford living off campus?		
2. Do you each want your own room?		
3. Are people allowed to smoke in the house?		
4. Will parties be allowed?		
5. Will overnight guests be allowed?		
6. Do you want to have a pet?		
7. Is anyone allergic to animals?		
8. Will you share food and cooking chores?		
9. Will you share cleaning responsibilities?		
10. Will anyone be subletting over the summer?		
THE APARTMENT		
1. Can you afford to live off campus?		
2. Do you want a furnished apartment?		
3. Do you want all utilities included?		
4. Do you want air conditioning?		
5. Do you want a washer and dryer?		
6. Do you want a dishwasher?		
7. Do you want carpeting?		
8. Do you want 24-hour maintenance assistance?		
9. Do you want a security system?		
10. Are there working locks on the doors and windows?		
11. Is there an emergency exit?		
12. Do you want a parking space?		
13. Do you want a yard?		
THE LEASE		
1. Can you afford a 12-month lease?		
2. Do you want a lease that allows subletting?		
3. Do you need your parents to read the lease before signing?		
4. Do you know how to make valid changes to a lease?		
5. Do you understand the legal terms in a lease?		

Picking a Good Location

One of the easiest ways to make the overwhelming task of choosing a place to live much simpler is to decide on location first, which will narrow down the number of apartments significantly. You may pick up a city map and other printed materials in the Off-Campus Housing Office, located in Elizabeth Moore Hall, to assist you in figuring out which part of town you would like to live in. Once you choose the specific area in which you want to live, try to stay with it. When considering location, keep in mind the location of your dwelling should fit with where your classes are located. In the beginning it might not seem bad to have to commute between campuses daily, but it quickly becomes bothersome and costly. Try to choose a location that will allow you to walk to classes or that is close to a PRT station. If it is avoidable, don't make driving to class a necessity, since parking can be costly and hard to find during peak periods of the day.

Another location consideration is parking accessibility. Will there be enough for everyone living in that area? In respect to location, keep in mind the distance to the grocery store, job, PRT, or other aspects of your daily life. Try to ensure the place you live is central to campus, your job, the PRT station, the bus stop, and shopping.

Find Rental Property and Make Appointments to Inspect Apartments

With such a large task in front of you, the best way to prepare is to know all the resources you have available to you to find the best housing. There are many ways to find available housing in Morgantown. You can visit the Off-Campus Housing Office website at **www.studentlife.wvu.edu** or stop in Elizabeth Moore Hall for additional printed materials, such as maps of the Morgantown area, apartment rental guides, rental agency website listings, and other information important to the search for housing. You should also plan to visit the annual Off-Campus Housing Fair, held in January at the beginning of the spring semester. Check the classified sections of the newspapers the Daily Athenaeum and the Dominion Post, as many rental agencies list their available housing here. You can visit the newspaper websites at **www.da.wvu.edu** and **www.dominionpost.com**.

Friends are also a valuable source of information, so talk to your friends who currently live off-campus and ask them about their experiences with various landlords and apartment complexes. They may be able to provide you with good recommendations on where to begin your housing search.

Search for housing over a long period of time instead of rushing. You can begin the steps listed above as early as you want. Knowing who you will live with, where you want to live, and what you can afford will make your search much easier. You may want to begin with the housing needs checklist by taking it home over Thanksgiving vacation to discuss with your parents, so they will know what type of housing you are interested in. Then, between Thanksgiving and Christmas, discuss your needs with your potential roommates and see if living together will be good for all of you. If so, you may want to consider starting at least a preliminary search and begin by looking at housing in the area or areas that you are considering living in. See if there is housing you might like. Start contacting landlords to obtain sample copies of the leases they use; many landlords have sample leases available for downloading on their websites. Take them home over Christmas break and have your parents look over them. Or you can take them to the Student Legal Services (304-293-4897) to have an attorney for students examine the lease.

Once you return from Christmas break, you may want to begin actually viewing available housing. The Off-Campus Housing Fair in January is an excellent resource to help you find available housing easily and efficiently, as many area landlords attend the fair to display the properties they have available. During the fair, students can view photos of apartments, look at floorplans, collect sample leases, and make appointments to see apartments. Take as much time as you need to look for housing, and do not feel pressured to take the first apartment that you see. Weigh your options carefully before signing the lease. Remember, this will be your home for at least one year, which can be a long time if you are not completely satisfied.

By now you have decided with whom you want to live, how much rent and other housing expenses you can afford, and perhaps even in what area of town. Now is the time to start the actual housing search.

NEIGHBORHOODS IN MORGANTOWN TO CONSIDER

Close to Downtown

- First Ward
- Jerome Park
- South Park
- Sunnyside
- Westover
- Wiles Hill
- Woodburn

Close to Evansdale

- Star City
- Suncrest
- West Run
- Wiles Hill
- Willowdale Road

Other Areas Where Students Live

- Cheat Lake
- Grafton Road (U.S. 119)
- Granville
- Laurel Point
- Mileground
- Sabraton

Please note that none of these areas is within walking distance to either campus.

RENTING VERSUS PURCHASING

As there are many options open to students regarding renting an apartment or house, there are still more options when it comes to purchasing a unit. There are many condominiums, townhouses, houses, and mobile homes for sale in the Morgantown area. Be careful before purchasing a unit within Morgantown city limits, as homes within city limits are designated R1A zones, meaning that this area is zoned as a single family residential district.

Property taxes in Morgantown are low when compared with surrounding states. That said, housing costs are a bit higher than the national average, thanks to the increasing population growth in Morgantown.

If you are from out of state, purchasing a home in West Virginia will not automatically make you a state resident; in other words, if you are paying out-of-state tuition, you will continue to do so as long as you are a student at WVU unless you live and work in the state (paying income tax) for at least one year.

Shopping for housing

When you start shopping around for housing, bear in mind that there are plenty of places available. Start looking after Christmas break, but don't feel pressured to lease the first place you consider. The way you want to tackle this task is by shopping around and comparing apartments. The prices for housing will vary, and sometimes one may seem cheaper than the other, but after calculating the hidden expenses, it may not be the case. One thing you have to remember when beginning your search is that a rental agency does not have to rent to students. Although this may seem discriminatory to you, it is indeed legal. Students are not a protected class. You still have the option of living in the residence halls after your freshman year. In addition, there are houses, apartments, mobile homes, and private residence halls to consider.

When looking at rental housing, take time to really inspect the place. Ask a lot of questions and if the answers aren't right, keep looking. Ask about the neighborhood, the neighbors, the average cost of the utility bills, the landlord's response time when repairs are needed, parking, and anything else you might think of. Talk to the current tenants about their experience living in the unit. It might be helpful to get their telephone number and call them later on so that you can have an open and honest discussion.

Check the general condition of the property and make sure the place is safe. Look for door and window locks, smoke detectors, fire escapes or exits and evidence of vermin. Open cabinets, closets, and look under the sink. Do not feel uncomfortable doing this if the current tenant is home, because it is better to find out now instead of after you are committed to the lease.

Ask your landlord for a Letter of Compliance. Each apartment within Morgantown city limits is inspected once every three years by a City of Morgantown code enforcement officer. When a rental property passes inspection, it is issued a letter of compliance. This means that it has passed local habitability laws.

No one can legally be refused housing on the basis of race, religion, color, national origin, ancestry, sex, or disability. You are protected by law under the West Virginia Fair Housing Act. If you think that you have been discriminated against, you should contact Student Legal Services at 304-293-4897. To file a complaint, contact the West Virginia Human Rights Commission at 304-558-2616 or 1-888-676-5546.

However, landlords may refuse to rent to students if that is the only basis for refusal. Discrimination laws do not protect you based on your status as a student. Note that you cannot be discriminated against if you have a child. Family status is protected, so you cannot be denied housing for having a child.

WHAT TYPE OF HOUSING SHOULD I LOOK FOR?

Consider your personality type when looking at the wide variety of rental housing in the Morgantown area. If you are an active person who enjoys crowds, you may want to consider an apartment complex that will provide you with social outlets. However, if you are very studious and prefer a quiet setting, a large complex may not be for you.

WHAT AMENITIES DO I WANT?

Think about the types of appliances you will want in your rental unit, including a dishwasher, a washer/dryer unit, central air conditioning, and your preference for heating systems. You will also need to decide whether to go with a furnished or unfurnished unit.

What to know before you sign a lease

Now that you have found the perfect place to live, you have to do probably the scariest part of living off campus: signing the lease. For many students, signing this complex, legally binding document is a bit unnerving.

A lease is a legally binding contract signed by both the landlord and the tenant. A lease includes the obligations of both the landlord and the tenant, meaning what the landlord expects from you as a tenant, and what you as a tenant should expect from the landlord.

Always remember that it is virtually impossible to break a lease after you have signed it and committed yourself to that lease. Before signing a lease, be sure to read it very carefully and understand all its provisions. A lease is made up of many provisions, and each provision is usually numbered and explains either a responsibility of the landlord or of the tenant. Most provisions are legally binding which means that if you or the landlord fails to comply with the provision, a court of law can force you to comply. Also remember that any rules and regulations the landlord may give you in addition to those stated in the lease will be considered a part of the lease even though they are not stated in the lease itself.

There is a wide variety of rental housing in the Morgantown area. You will find everything from deluxe high-rise, modern apartment complexes to small-time landlords who own just a handful of properties. It's a good idea to check out all housing options before committing to a lease.



Changing a lease

What do you do when you are carefully reading through the lease and you find a provision that you cannot obey and do not want to sign the lease with that provision? Be aware that leases can be negotiated. Of course, you will need to discuss this with your landlord to negotiate a change that everyone can accept. Once the change has been determined, it is very easy to modify the lease to match the new term. Just write the change on the lease and have everyone involved or affected (you and the landlord) initial the change. It is now a valid modification to the lease and must be abided by. Make sure that any modifications made to the lease are done on all copies of the lease. Finally, make sure everyone has a copy of the lease, and keep it in a safe place. Now that you know how to modify a lease, keep this in mind when a landlord promises to do repairs before you move into your new housing. Make sure that all of the promised repairs are written into the lease and initialed by everyone. This legally binds the landlord to make the promised repairs before you move in. If a landlord refuses to put the repairs in writing, you should reconsider signing the lease.

What is a Lease Term?

A lease term is simply how long your lease will run. Most leases are written for a period of one year but some may be shorter. Unless the provisions of the lease are violated, you cannot be evicted or asked to leave before the end of the lease term.

If you leave or are evicted from your housing before the end of the term, the landlord can still hold you responsible for the rent due through the end of the term. However, if the landlord is able to rent the apartment to someone else, you will be responsible only for the portion of rent due while the apartment was empty. West Virginia law requires a landlord to make reasonable effort to re-rent the apartment if a tenant moves out before the end of the lease term, but ultimately it is your responsibility to find someone to take over the remainder of your lease.

Getting Out of a Lease

In general, it is virtually impossible to get out of a lease early. This is why it is so important that you pay careful attention to the apartment that you are choosing and make sure that you are happy with your choice. There are a few ways that you could potentially be released early from your lease, but they are not guaranteed. The first way to do this would be to negotiate a termination provision in your lease before you sign it. This will allow you, the tenant, to end your lease early by paying some sort of financial penalty. The second way to be released from your lease is to sublet the apartment to a new tenant. Please note that some lease provisions do not allow subletting, so this could be something to possibly negotiate before signing the lease. The last possibility to be released from your lease would be through a mutual cancellation. This means that both you and the landlord want to end the lease.

Remember that all agreements between you and the landlord should be in writing. If the landlord agrees to release you early from your lease for whatever reason, make sure you get it in writing.

Landlords often complain that students do not follow the terms of the leases they sign. By signing a lease, you are legally agreeing to abide by the terms of the contract, so be sure to fully understand the document you are signing and follow your lease to the letter. Keep a copy of your signed lease in a safe place, as you will likely need to refer to your lease when problems arise or before moving out. Ensure you have proper phone numbers for your landlord, and make sure he or she has your contact information.

Get It In Writing!

Getting everything in writing is especially important before you sign a lease. If the apartment needs repairs, repainting, or new flooring before you move in, ask the landlord to write these into the lease before you sign. If the landlord verbally promises to make improvements to the property before you move in, make sure the renovations are stipulated in the lease, as well as a time frame for these improvements to be made. After moving in, report problems with the property as soon as they arise. Along with calling or emailing the landlord, it is a good idea to report problems in writing. Do not forget to document these requests; record dates, times, and to whom the request was made. Always follow the chain of command; contact the on-site manager, property manager, or owner as stipulated in your lease to report problems.

Security Deposits

Protect your security deposit. Understand the terms of your lease concerning the use and refund of security deposits, including allowable deductions for cleaning and wear and tear. When cleaning the unit before moving out, reexamine your lease for cleaning instructions. After you have finished removing your belongings and cleaning the unit, take photos of each room to record the condition of the unit, and its appliances and furniture, upon vacating. At the end of your lease, remember to give the landlord your forwarding address so that your deposit may be returned. Make sure the lease you sign stipulates an exact date or time period for the return of your security deposit. West Virginia state law does not specifically require a certain time period; rather, it is to be returned within a reasonable time after the lease expires. In their leases, some area landlords include a specific time frame for the return of damage deposits, while others do not.

What is Subletting?

Subletting is what you might have to do if you must move out of your housing before the end of the lease term. If you want to have the option of subletting, you need to be certain there is a subletting provision in your lease. Some leases specifically state that you cannot sublet; other leases allow subleasing only with the landlord's written permission.

When you sublet, you will sign a sublease with a subtenant. The subtenant becomes a tenant to you, the original tenant. The legal relationship between you and the landlord remains intact. Therefore, you are still responsible for paying the rent to the landlord and making certain that all provisions of the lease are followed by the subtenant. The subtenant pays you the monthly rent, and then you pay the landlord the rent due. If the subtenant damages the dwelling, then you will be held responsible.

To protect yourself, you should enter into a sublease with the subtenant and collect a security deposit from the subtenant, unless your lease has alternative provisions. This will protect you from paying for damages done to the dwelling when you were not living there. Also, make sure you have all the utilities transferred into the subtenant's name. You do not want to be responsible for paying those bills if the subtenant does not.

Keeping Up Appearances

Be sure to keep your apartment reasonably tidy and take out the garbage on a regular basis. Letting garbage accumulate can draw rats, insects, and other unwanted pests. If you live within city limits, be aware of the policies of the local waste management company when it comes to recycling; types of garbage the company will not collect; and additional charges for bulky items. In addition, there are recycling drop-off sites accepting cans, plastic, glass, and cardboard in convenient locations around the city.

Moving In To Your New Apartment

Moving day, whether in or out, is an exciting and important event, but there are many things that you should not forget. In the end, these are the things that will make moving out much easier and will be important in terms of returning your security deposit at the end of the lease.

The first step to moving into your new apartment is to contact your landlord to find out what date and time you may begin to occupy your new dwelling. When contacting your landlord, also find out what type of procedure the landlord uses to move in new tenants. You need to ask if you have to pay the rent before you receive the keys, when you can receive the keys from the landlord, and if you need a parking permit.

The second step is to contact the utility companies if utilities are not included in your lease. Make sure that the essentials are taken care of. Keep in mind that the longer you wait, the busier the utility companies are because many other students will also move on the same day.

The next step to moving into your new apartment is doing a detailed inspection. If your apartment has not been cleaned prior to your arrival, you will need to do a thorough cleaning of the unit, and then make a comprehensive listing of all damages that you see. Take pictures of each room for documentation and proof of existing damages. Then do a safety inspection of each room. You should verify that smoke detectors are working

properly, and locate fire extinguishers and fire escapes. Check all window and door locks to make sure they are functional. If you have multiple copies of keys, make sure they work properly by checking to see that they lock and unlock the doors.

After you have performed your own overall inspection of the apartment, ask the landlord if there is an existing damages sheet for the apartment. Compare your damages with the sheet your landlord has and note any differences. Make sure the landlord either initials or signs the completed list and you do the same. This represents the landlord acknowledges these damages and cannot hold you responsible. This sheet may be the key to having your security deposit returned in the event of a discrepancy. Keep a copy of this record for yourself and make sure that the landlord also has one.

The last step to moving in is very important if you have a furnished apartment. Make an inventory list of everything that was in the unit when you moved in, and take photos of all major furnishings to document their condition. Follow the same procedure of having your landlord sign or initial the list, acknowledging that it is correct, and keep a copy for your records. This will ensure that you cannot be accused of taking something that belonged to the landlord. When giving this list to your landlord, you may want to also consider providing the landlord with a bedroom occupancy list. This could help ensure that each tenant is charged individually for damages to his or her specific bedroom.

One last thing you may want to consider is purchasing renter's insurance. The landlord is not responsible for your personal property in the event of damage or theft. First check to see if you are covered under your parents' homeowners' policy. If not, renter's insurance is relatively inexpensive and could end up saving you lots of money in the long run.

Keep These Items Handy On Move-In Day:

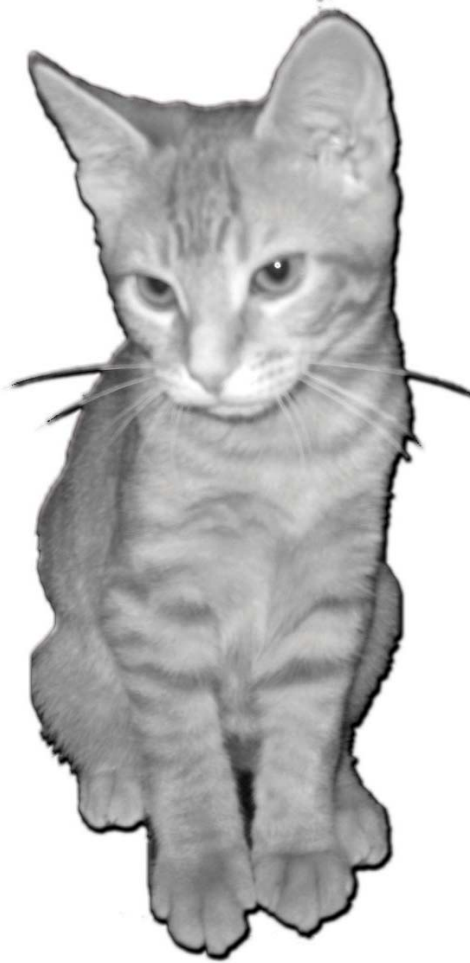
- digital or disposable camera
- move-in checklist (available on the **Forms** page in the website)
- cleaning supplies (cleansers, rags, mop)
- paper towels
- vacuum cleaner
- your lease
- your landlord's contact information
- keys for your new apartment

A Word About Pets

If you have a pet of any kind (cats, dogs, fish, reptiles, and insects), make sure the lease stipulates you can have one in the apartment. Many leases positively forbid pets, and your landlord may exact hefty financial penalties if you are caught with a pet on premises. Some landlords allow pets but may stipulate the types of pets and the sizes allowed. And nearly all landlords who allow pets will require that you pay an additional security deposit and often more rent.

If you must have a pet, keep in mind that declawed cats, as well as dogs under 35 pounds, make it easier for you to find pet-friendly accommodations. If you own a large dog, it is best to rent a house with a yard, so your pet can spend time outside. Don't forget that you will need to regularly walk your dog.

Don't forget to budget for the cost of owning a pet, including spaying or neutering, vaccinations, regular veterinary check-ups, food, leashes and toys, and boarding costs if you go away.



Pet Advice

It is easier to find pet-friendly accommodations if you have a neutered or spayed cat that has been declawed, or a small dog weighing 35 pounds or less. If you declaw your cat, do not let it outside, as it will not be able to defend itself from predators. Veterinary care costs can be hefty, even for a healthy animal, so factor this into your budget. And if you plan bring your pet with you when you travel, buy a quality pet carrier or cage.

Morgantown offers a number of excellent veterinary clinics, and in addition, the North Central West Virginia Emergency Veterinary Clinic provides animal medical care during those hours when veterinary clinics are closed, particularly on nights, weekends, and during holidays. The Emergency Clinic is located in Fairmont, West Virginia, about fifteen miles south of Morgantown at Exit 139 off Interstate 79. You may reach the clinic at 304-363-2227. If you are looking for a local veterinarian, log into www.studentlife.wvu.edu/offcampushousing for a listing of area veterinarians.

The Monongalia County Assessor's Office collects a tax of \$3.00 on each dog over the age of six months. If you live within the city limits of Morgantown, Westover, Star City, or Granville, you will have to pay an additional \$3.00 per dog. Unlicensed dogs found by the county dog warden will be impounded, and owners are subject to fines and pound fees. Funds collected from dog taxes are used to fund animal control programs in this area.

Being a Good Neighbor

- When you move into a new apartment or house, it's a good idea to get to know your neighbors. Introduce yourself to your neighbors.
- Learn your neighbors' names, should you need their help at some point in the future.
- Do not use indoor furniture or appliances outside your apartment or house.
- Obey local traffic laws and stay under or at the speed limit. Remember that your neighbors may have children playing in the area.
- Please keep the grounds surrounding your apartment or house clean.
- If you have pets, please take care of them and be courteous of your neighbors, who likely do not want to hear a barking dog late at night. Also, remember to clean up any animal waste. And please have your pets spayed or neutered so they do not add to the pet overpopulation problem.
- You are responsible for the actions of your guests, so make sure they abide by local ordinances.
- Remember that noise is a major source of irritation. Keep the party and stereo noises to a minimum. Outside noises, even talking, especially late at night, can be very loud when neighbors are sleeping.
- Before throwing a party, inform your neighbors and give them your contact information so they may contact you if noise becomes a problem or if they have other concerns.
- Be aware that there are noise ordinances within city limits. Between the hours of 11:00 PM and 7:00 AM, please keep noise to a minimum. For more information about the City of Morgantown noise ordinance, please visit the City of Morgantown website.
- Obey local parking regulations.
- Put your trash in containers and don't leave empty trash cans on the sidewalk.
- Most of all, respect and appreciate that community residents have different lifestyles than college students.

Lease Lingo: Frequently Used Terms in Leases

Aforesaid - Previously mentioned in the lease.

Arrears - This refers to when a tenant is behind in the rent. Usually it is attached to a description of the rent: "The rent is in arrears."

Assignment - Assignment happens when you get someone to take over the lease. This means that you, your landlord, and the third person all agree that the third person will take over all responsibilities under the lease from that point on. If you want out of the lease, this is the best way to go. The landlord must agree to the change of tenants. A lot of landlords don't want to change partway through the lease; therefore, many leases have restrictive provisions against assignment or subletting.

Cause of action - Refers to the set of circumstances that would give rise to a lawsuit.

Civil - Refers to a non-legal criminal matter. Housing disputes are civil disputes.

Constructive Eviction - Constructive eviction occurs when the premises are so substandard that, for all intents and purposes, a landlord has evicted the tenant. For example, the landlord may refuse to provide light, heat, water or other essential services; destroy part of the premises; or refuse to clean up an environmental health hazard, such as lead paint dust. Because the premises are unlivable, the tenant has the right to move out and stop paying rent without incurring legal liability for breaking the lease. Usually, the tenant must first bring the problem to the landlord's attention and allow a reasonable amount of time for the landlord to make repairs.

Covenant - This is a legally binding agreement or promise. All provisions in the lease or the entire lease itself can be referred to as a covenant.

Default - Default means to forfeit or lose through inaction, in this case a failure to perform a legal obligation.

Demise - This means to transfer property by lease. The landlord 'demises' the apartment to you when you both sign the lease.

Deposit - Whether called a damage deposit or a security deposit, a deposit is an amount of money paid upon signing of the lease before you move in. If you damage the property or leave owing rent, the landlord can use the security deposit to cover what you owe.

Detainer - Detainer means to withhold someone's property against their will. Many leases have detainer clause allowing the landlord to seize and hold the tenant's possessions until the rent is paid.

Dispossess - Another word for eviction, dispossess means to take possession of the apartment away from the tenant.

Distrain - Distrain is the seizure of property to collect a debt. Some leases allow the landlord to come into the apartment, take personal property, and sell it to make up the amount of rent that is owed.

Egress - Meaning the right to leave, this is the ability to vacate the premises.

Ejectment - This is another word for eviction.

Enjoyment - This involves possessing or occupying the apartment or premises. Usually you'll see the word when the lease describes a violation of enjoyment. Quiet enjoyment refers to your right, under the lease, to enjoy the apartment free from the invasion of the landlord.

Eviction - Eviction is getting kicked out of the apartment by the landlord. This happens because you have violated one of the provisions of the lease.

Forfeiture - This is the loss of property or a privilege due to breaking a law. For example, a landlord may forfeit his or her property to the federal or state government if the landlord knows it is a drug-dealing site but fails to stop the illegal activity. Or, your lease might stipulate that you forfeit your right to possess the property for the remainder of your lease term if you engage in illegal activity.

Goods or Chattels - Goods refers to your personal property, or your stuff.

Guarantor - A guarantor is a person who signs the lease with you to guarantee that you will pay all of the rent under the lease. If you don't pay, the landlord can go after the guarantor for the money. In most leases, a guarantor is called a cosigner. If you are under 18, then the landlord will probably want a guarantor. You can get out of contracts you sign before your 18 with no legal consequences. Landlords who are distrustful of students are more likely to require a guarantor or cosigner.

Hereinafter - It means that what this sentence is about to say will apply to everything that follows.

Hereinbefore - In the part before this part (of the lease).

Holdover - This refers to a 'holdover period,' a period of time after the end of the lease, through the end of the lease term, or a breach of the lease, when you are still living in the apartment.

Indemnify and Hold Harmless - This means to free from any responsibility or liability.

Indenture - This is an old way of referring to a contract or lease.

Ingress - Ingress means the ability to enter the premises.

Joint and Several Liability - This means that you and your roommate, if you have one, are jointly responsible for any damage done to the apartment. If the roommate damages something, the landlord can come after either of you or both of you for the cost of repairs. Also, if your roommate stops paying his or her part of the rent, you can be held responsible for all the rent.

Lease - A lease is a contract for the use of something but not its ownership. The landlord agrees to accept you as a tenant and agrees to certain requirements contained in the lease or required by law. Nearly all of the landlord's obligations are spelled out in the lease. You agree to certain requirements or restrictions during the lease term, such as rent, move-in date, move-out date, or restrictions on pets, guests, or the number of occupants. A lease is a legal contract, and by signing the lease you agree to all terms in your lease. *Read your lease completely before you sign it!*

Lease for a Term - This is a lease that runs for a specified time period defined in your lease. When you sign a lease for a term, you are legally bound to pay all of the rent from the beginning date to the end date. Nothing can release you from that obligation except assignment, which must be approved by the landlord.

Lessee - You are the lessee, which is another name for a tenant.

Lessor - The lessor is your landlord.

Let - This is a verb meaning to rent out a piece of property.

Liable - This means you are legally bound, or legally responsible.

Majority - Someone over the age of 18 has reached the age of 'majority.'

Month-to-Month Lease - A month-to-month lease means you are only obligated to pay for each month you live in the apartment. A month-to-month lease can be ended upon 30 days notice from either you or your landlord. A lease for a term becomes a month-to-month lease if you stay in the apartment after the end of the lease for a term.

Notice to Quit - This is the notice from the landlord to you, usually required to be 30 days before the next rent is due, ordering you out of the apartment.

Notice to Vacate - This is the notice from you to your landlord, usually required to be 30 days before the next rent is due, telling him that you intend to leave the apartment.

Nuisance - This is something that interferes with the use of property by being irritating, offensive, obstructive or dangerous. Nuisances include a wide range of conditions, everything from noxious odors to a neighbor's dog barking.

Ordinance - An ordinance is a law adopted by a town or city council, county board of supervisors or other municipal governing board. Typically, local governments issue ordinances establishing zoning and parking rules and regulating noise, garbage removal, and the operation of parks and other areas that affect people who live or do business within the locality's borders.

Parties to a Lease - Those who agree to abide by the provisions of a lease; typically, this means you as the tenant, any roommates as cotenants, and the landlord.

Premise - The rental unit is the 'premises.'

Provision - A provision is a specific requirement of the lease. For example, a lease might require that the tenant pay rent on the first day of every month during the lease. The paragraph in the lease that requires the payment of rent on that day is a provision.

Rendering - This is when the landlord repossess the apartment for non-payment of rent.

Replevin - A legal action to recover personal property wrongfully held by another person.

Subletting - Subletting is when you move and find someone to live in the apartment and pay rent in your place. The person taking the apartment is called a *subtenant*. To sublet, you have the subtenant sign a lease with you, called a sublease. You become the subtenant's landlord. The new lease between you and your subtenant has nothing to do with the lease between you and your landlord. You are still responsible for all rent, damages, and all requirements and restrictions under the lease between you and your landlord. Your landlord does not have to agree to the sublet, unless the lease between you and your landlord restricts subletting. Because you are still liable to your landlord, it is extremely important to have a solid lease between you and your subtenant. Do all the things that any landlord would do when renting the apartment: Get a deposit, have the subtenant put all the bills in his or her name, and make the subtenant responsible for damages incurred during the term of his lease. It is a good idea to consult Student Legal Services (304-293-4897) before entering into a sublease.

Summary Proceeding - A shortened legal proceeding where eviction and replevin may be decided. Some leases require you to agree to this shortened proceeding, if anything should go wrong, to make things easier for the landlord.

Tenant - That's you, the one who rents the apartment.

Term - The word term can mean two things. When the lease says 'the term' of the lease, then it is talking about the amount of time the lease will last. When the lease or the landlord refers to 'a term' of the lease, then it probably refers to a specific provision in the lease.

Waiver - It is giving up a legal right or cause of action because you did not act on it.

Warranty of Habitability - This is a promise that the property is safe and usable for residential use.

Steps to Getting Repairs Done

It is important to know how to go about having repairs done. Keep in mind that any alteration to the dwelling, even if it is an improvement, needs to be discussed and approved by the landlord before it is done. The first step to having repairs done at your rental unit is to notify the landlord of the needed repair. You can do this by either calling or stopping by the office to report the needed repairs. Give your landlord a reasonable amount of time to accomplish the repair, depending on the size of the task.

If the repair is not done within a reasonable amount of time, send your landlord a written complaint specifically citing what repairs need to be done. See the sample notice of repair on the following page. Keep a copy of this letter for yourself, and consider sending it via certified mail with a return receipt requested. In this way, your landlord cannot claim that the letter was not received.

If the repairs still are not done in a timely manner, you may choose to enforce your rights by filing a civil suit against your landlord in court. You may also contact the City of Morgantown Code Enforcement Office (304-284-7401) to request a property inspection. If you decide to sue your landlord, it is strongly recommended that you consult Student Legal Services (304-293-4897) before proceeding.

What Can I Do to Force Repairs to Be Done?

Your best course of action is to follow the above steps and if necessary take the issue to court. Do not try to withhold rent as a way to force your landlord to make the repairs. West Virginia law does not allow tenants to withhold rent as a remedy when landlords fail to make repairs. Withholding rent is a risky action that may backfire. The landlord has the right to evict you for not paying your rent, and you can be held liable for all rent that is due throughout the term of the lease.

Frequently Asked Questions About Repairs

Who should make repairs on my rental unit?

Generally, the landlord will make repairs. However, check your lease for the specific details about maintenance and responsibility of repairs. Certain circumstances may change the responsibility for the repairs.

Who removes snow or cuts grass at my rental unit?

Generally, the landlord is responsible for yard maintenance unless specified otherwise in your lease.

Can I alter or make changes to my rental unit?

Yes, but only with prior written consent from your landlord.

Can I withhold rent if the landlord refuses to make repairs?

No, it is illegal to withhold rent to get repairs done. The state of West Virginia does not allow a tenant to withhold rent when a landlord does not make repairs. Follow the steps above to get repairs done.

Can I make repairs myself and deduct the cost from my rent payment?

You can do this only with the landlord's written permission.

DISCRIMINATION

No one can legally be refused housing on the basis of race, religion, color, national origin, ancestry, sex, or disability. You are protected by law under the West Virginia Fair Housing Act. Landlords may refuse to rent to students if that is the only basis for refusal. If you think that you have been discriminated against, you should contact Student Legal Services at 304-293-4897. To file a complaint you should contact the West Virginia Human Rights Commission at 304-558-2616 or 1-888-676-5546.

Sample Notice to Repair Letter

WHAT THE FIRST REQUEST COULD LOOK LIKE

Date: _____

Apartment Unit: _____

Repairs Needed: _____

Please contact me/us as soon as possible to schedule repair(s).

Name: _____

Phone: _____

WHAT THE SECOND REQUEST SHOULD SAY

(date):

Dear (landlord's name):

Since I moved in on (date) we have discussed needed repairs on numerous occasions (add dates if known). As I am sure you are aware, West Virginia Law requires landlords to keep rentals in livable condition (West Virginia Code § 37-6-30). These requirements are quite specific. The specific repairs needed to satisfy the law are as follows: (list needed repairs).

You have not made any attempts to complete these repairs. Please respond to this request for repairs in writing by (date) outlining your intentions to complete repairs. If no response is received by (date) I will pursue tenant remedies stated in the Landlord/Tenant Act by (add if appropriate) (contacting an attorney), (contacting the Code Enforcement Office), or (starting a Magistrate Court action).

I was told that it is unlawful for a landlord to respond to this letter by sending an eviction notice, increasing rent or otherwise retaliating.

Sincerely,

(your name and address)

Tips To Help Make Life Easier

Twelve Things You Need To Remember

Don't use extension cords! Extension cords can cause fires and are against the Morgantown fire code. If you need extra outlets, buy a surge protector. Don't overload electrical outlets, and replace cracked or frayed electrical cords. Also, resist the urge to use space heaters, which can drive up your electric bill. Furthermore, the use of space heaters is prohibited by many landlords.

Take out your trash! Having a filthy, trash-filled apartment can attract vermin and reflects poorly on you. In addition, you could be cited by the Housing Inspectors Office and be held responsible for extermination fees.

Always keep batteries in smoke detectors, and test them monthly to be sure they are working. It's a good idea to replace your batteries every six months.

Leave the heat on when you go home for the holidays; this will prevent your water pipes from freezing. You can turn your thermostat down to a lower temperature (60 degrees or so) to save on energy costs.

Know where your emergency exits are. You never know when you will find yourself in a life-threatening situation.

Lock all doors and windows. Morgantown has a relatively low crime rate, but it does not hurt to be cautious.

If you plan to have a party, be certain your lease permits parties, and consider your neighbors when it comes to noise.

You are responsible for your actions **AND** the actions of your guests.

Being courteous in all situations will help to resolve problems before they get out of hand.

If you cause excessive damage to your rental unit, you can be evicted **AND** the Housing Inspectors Office could levy fines **AND** you could face destruction of property charges.

Remember that parking for guests and family members might not be provided by your landlord, which could result in someone being towed at his or her expense.

It is your responsibility to keep all drains clear. Buy a plunger; know where your water shut-off valves are; and keep a granular or liquid drain opener handy. (*Do NOT use a chemical drain opener in your kitchen sink if you have a garbage disposal.*) Or better yet, for slow drains pour two to four ounces of baking soda down the drain, and then pour distilled vinegar into the drain until the chemical reaction stops. Follow up by pouring a few quarts of boiling water down the drain to eliminate the clog.

Rights and Responsibilities

What Responsible Tenants Need to Know

Landlord Responsibilities

1. The apartment should be ready and in move-in condition when the lease term begins.
2. The rental unit should be safe and clean.
3. The landlord should understand his or her responsibilities and meet the requirements of the Morgantown Housing Code, if the housing is located within city limits.
4. The landlord should abide by the terms of the lease.
5. Damages not caused by tenant, such as plumbing, wiring, and structural problems, are the responsibility of the landlord.
6. The landlord will allow the tenant to 'quietly enjoy' his or her rental unit. Only reasonable access for repairs or to show the apartment are allowed.
7. The landlord will not discriminate in accordance with federal and West Virginia state laws.
8. The landlord will determine a time period for the return of the security deposit; the lease may have more details about returning security deposits.

Tenant Responsibilities

1. Be an educated tenant.
2. Keep a copy of the lease; read it in its entirety; and understand all of the terms.
3. Pay your rent on time!
4. Abide by all terms of the lease.
5. Keep the premises clean, safe, and sanitary.
6. Notify the landlord of unsafe or unsanitary conditions and maintenance requirements.
7. Know your roommate. You will have to live with this person for the next year.
8. Make sure that your personal belongings are covered by insurance, either your own renters' insurance or your parents' homeowners insurance policy.
9. Keep batteries in the smoke detectors.

Energy-Saving Tips

Heating and cooling costs consume more than 40 percent of the total energy usage for an average household. Heating and cooling loss around windows and doors can account for up to 25 percent of your energy bill. If your apartment is drafty and you want to reduce your heating costs, consider using clear plastic window covers, which are easy to install. Window insulator kits from 3M and other brands are available at home improvement centers and online. For indoor weatherproofing, tape down the edges and use a hair dryer to shrink and seal the plastic over the window. Before doing this, there are two things to consider: first, ask your landlord if he or she will permit you to use plastic on windows. Second, cover only those windows that you will not open during the winter months.

In Morgantown, we experience a healthy dose of both hot and cold temperatures; for example, the mean temperature in January is a high of 37 degrees and a low of 21. In summer months, temperatures can top 90 degrees with uncomfortable humidity levels. Nonetheless, you can keep your heating and cooling costs down using the following conservation tips.

When looking at rental units, be sure to closely examine the physical condition of kitchen appliances, furnaces, cooling units, and water heaters. Newer appliances and HVAC units use far less energy than older ones, which is especially important if you are paying for your own utilities. Furthermore, newer apartments and houses are generally better insulated than units built before 1960, and homes built before 1940 usually have little or no insulation, unless these homes have been recently renovated. Unless the original windows have been replaced, older properties may have single-pane windows, and these can facilitate significant heat loss in your unit.

Before signing a lease, it is a great idea to call the electric and gas companies to ask for a monthly average estimate of what your bills will be; remember that you must have the exact address of the unit you are considering renting, as these estimates are based on previous tenants' utility usage. You may find that a more expensive unit with lower utility costs might be a better value than a cheaper unit with high utility costs.

Don't let hot water run when you are washing dishes or shaving. Take shorter showers to conserve hot water, and do not let cold water run when you are brushing your teeth. And use your dishwasher and washing machine only when you have enough for a full load.

Turning off lights, appliances, televisions, stereo equipment, and computers when you're not using them can help you save money on your electric bill. If you want to leave a light on when you leave, make sure the bulb is energy efficient.

Use compact fluorescent lamps (CFL's) instead of traditional light bulbs in the light fixtures you use most often. CFL's have much longer life spans than incandescent light bulbs and help bring down your electricity usage. Replacing just ten ordinary light bulbs with CFL's can save you more than \$100 per year in energy costs.

Ways to Save Money On Your Heating Costs

Take advantage of sunny winter days by opening the blinds or curtains during the day to let the sun in, but remember to close them in the evening to retain the heat in your unit.

Replace furnace filters at regular intervals (once a month or more infrequently, depending on the type of filters you use).

Set your thermostat at 68 degrees, and reduce the temperature a few degrees if you are leaving the apartment for a few hours. Some apartments feature programmable thermostats; these can save you quite a few energy dollars if they're programmed correctly. Resist the urge to nudge the thermostat during winter months by dressing warmly even when indoors.

If you feel drafts around windows and doors, or can see daylight around doors, apply inexpensive weatherstripping around doors and on the bottom of window sashes to seal cracks. Doing so can significantly reduce drafts and heat loss.

Remember a basic rule of physics: Heat rises. If your unit is equipped with ceiling fans, remember to change the direction of the airflow in the winter (with the fan blades running backward) to circulate warm air down from the ceiling. You will find a small black switch on the outer casing of the fan; in most instances, flip the switch to the 'down' position in the winter months to reverse the direction of the fan blades. And keep the fan on its lowest speed to keep you from feeling cold.

Avoid using alternate heat sources, such as portable space heaters. These heaters use a lot of power and can drive up your energy costs; in addition, you may be in violation of the terms of your lease by using space heaters. Many landlords specifically forbid the use of space heaters in their leases.

Reducing Your Cooling Costs

During the summer months, control the heat caused by the sun's rays by keeping windows shaded to block direct sunlight.

Set your thermostat at 80 degrees, remembering to raise the thermostat a few degrees higher if you are leaving the apartment for several hours. Ask the landlord to service your furnace and air-conditioning unit at least once a year.

Using ceiling fans to move air will make your apartment feel cooler.

Turn off unnecessary lights and appliances, as these can add to the heat in your home.

If you are going to cook or do laundry, perform these tasks during early morning or late evening hours, when outside temperatures are cooler.

The Roommate Agreement: A Way to Agree on Important Matters

This agreement is to give all parties involved an idea of issues to address. Not every issue in this agreement may pertain to your living arrangement. At the same time, there may be issues that have not been discussed in this agreement. Create an agreement, using this as a guideline, which will be particular to your living situation and address all necessary issues that are important to everyone. You may download an amendable version of this roommate agreement on the Off-Campus Housing Forms page, located at <http://www.studentlife.wvu.edu/OffCampusHousing/Forms.htm>.

This agreement is made this _____ day of _____ 20____, between ___ (Smith)_____, ___(Jones)_____, and ___(Kincaid)_____, tenants of the property known as _____.

1. Smith, Jones, and Kincaid hereby acknowledge that the rent for the property is _____ per month and each shall pay _____, due and payable on the first day of the month with a grace period until the fifth of the month. The party who is late with the rent payment is responsible for the late charges.

2. Smith, Jones, and Kincaid agree that they are each responsible, in addition to the rent, for one-third of the utilities, which include: _____

3. Smith, Jones, and Kincaid understand that they are jointly and severally liable for the rent amount, and that no matter what happens, the full amount of rent shall be paid to the landlord when due.

4. Smith, Jones, and Kincaid each understand that they may take legal action against each other for nonpayment of their share of the rent, utilities, or other expenses.

5. If either Smith, Jones, or Kincaid wish to be released from the lease, he or she must give 60 days notice to the other party, make all reasonable effort to find a replacement, and will remain responsible for all rent, utilities, and other charges until a replacement is found. When a replacement is found, they each agree that the roommate remaining must either approve or disapprove of the new roommate within 10 days, and that any refusal to accept a new roommate must be reasonable. All outstanding debts will be settled before either roommate is allowed to leave, and all damages done to the apartment will also be assessed and the security deposit apportioned accordingly.

6. Each roommate shall be responsible for his or her own food, cooking, and sundries. Other common items for the apartment shall be paid for by all roommates, each paying one-third.

7. Each roommate shall be responsible for his or her own cleaning and laundry. The common areas are to be kept clean through a joint effort. The following exceptions are noted: Smith will take out garbage, Jones will clean the bathroom fixtures, and Kincaid will keep the kitchen tidy.

8. There will be no pet in the apartment at any time. If one roommate, or his or her guests, bring in a pet, he or she will be responsible for all charges and penalties assessed due to the animal. This includes visiting pets, for any and all duration.

9. Parties will be allowed on weekends, to end by 2 AM. At all other times, noise levels will be kept within reason, with neither roommate making noise that is excessive or playing stereos, televisions, or musical instruments louder than is necessary for convenient hearing in the room within which the equipment is located.

10. The hours of 7:00 to 9:00 PM Sunday through Thursday shall be designated as study hours, when the apartment is to be quiet and free from distractions unless mutually agreed otherwise.

11. Overnight guests will be allowed on weekends and on weeknights with prior consent of the other roommates. No guests shall visit more than four days out of the week without incurring a charge of \$10 per night assessed against the host roommate to compensate for increased utilities, inconvenience, and lack of privacy. This shall not apply to out-of-town family members or to guests that have the approval of the other roommates. Guests shall have second priority to residence when it comes to using the facilities or equipment in the apartment, and they shall be fed from the budget of their host. Any damage caused by guests shall be considered charged to the host roommate.

12. Smith, Jones, and Kincaid agree to sharing the cost of Internet service in the apartment and will also share the cost of a wireless broadband router.

13. Any changes or modifications in this agreement must be made in writing in order to be effective.

Signature

Date

Signature

Date

Signature

Date

Sample Rental Agreement

This lease made by and between College Town Rentals, Inc., a West Virginia Corporation, with principal offices located at 123 College Street, Morgantown, WV 26505 (herein referred to as Landlord) and

Last Name First Middle
(hereinafter referred to as Tenant)

Witnesseth: that for and in consideration of the mutual promises, covenants, and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. TERM AND DESCRIPTION. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the premises described as

The term of the lease begins on _____ and ends on _____. The length of the term is _____ months. The total rent for the full term is \$_____, payable in monthly installments of \$_____.

2. PAYMENTS. An initial payment consisting of the final month's rent plus a security deposit equal to one month's rent must be paid to Landlord at the time the lease is signed. Subsequent rent is to be paid in monthly installments on or before the _____ day of each month without demand or notice, to College Town Rentals, Inc. Where there is more than one lessee, each is responsible for payment of the total amount, regardless of how you divide it among yourselves.

3. UTILITIES. In recognition of the urgency to conserve natural resources and to avoid undue expense, Tenant agrees to restrict usage of utilities to a conservative, yet comfortable level. Landlord will furnish the utilities checked: natural gas ___ electric power ___ water ___ garbage pickup ___ sewerage _____. Landlord shall not be liable for temporary suspension of any of the above listed utilities and a temporary suspension shall not be deemed grounds sufficient to terminate this lease or any part of this lease.

4. SECURITY DEPOSIT The security deposit paid by Tenant shall be held by Landlord until this agreement is terminated. Tenant agrees to return to Landlord within two weeks from the initial date of tenancy, an inventory of all furniture and furnishings, a list of apartment damages, and the general degree of cleanliness and condition of the same. The security deposit shall be returned to Tenant within thirty (30) days after termination of this agreement, less the following:

- (a) A reasonable cleaning expense if Tenant does not leave the premises in clean and rentable condition at the time Tenant vacates;
- (b) Cost for replacing keys, locks, or for locksmith services when keys are not returned within 48 hours of termination of the lease or vacating the premises;
- (c) Cost of repairs or replacements, decorating and/or refurbishing of the premises or any fixture, furniture, or appliance caused by other than reasonable wear and tear;
- (d) Any rents, charges, or fees uncollected at termination of lease. Tenant may not consider the security deposit to apply against rental payments or late charges.

Tenant will be provided with an itemization of all deductions from the security deposit within the same thirty (30) day period.

5. TIMELY RENT PAYMENTS. Timeliness of rent payment is of the essence. A ten (10) dollar penalty will be assessed for any payment not made when due and an additional ten (10) dollar penalty for each full week thereafter. Penalty payment must accompany the installment. In the case of a returned check, payment will be considered made when the check is redeemed.

6. POSSESSION. Landlord shall attempt to have Tenant's apartment ready on the date stipulated on this lease but cannot be held liable for failure to do so. In the event delivery is delayed, rent shall be abated on a daily basis until you are offered possession. If Landlord is not able to deliver Tenant's apartment within seven days of the date so stipulated, then, upon Tenant's request, Tenant's deposit and any prepaid rent will be refunded in full and this lease will become null and void.

7. QUIET POSSESSION. Landlord hereby covenants that Tenant, upon payment of rent as herein reserved and performing all covenants and agreements herein contained on the part of tenant, shall and may peacefully and quietly have, hold and enjoy the premises hereby demised.

8. TIME OF ESSENCE. Time is of the essence of this lease and of each and every term.

9. USE AND OCCUPANCY. Tenant shall personally use and occupy the leased premises only as a private dwelling. Any changes in occupancy must be approved by Landlord. Tenant shall use the premises in such a manner as to comply with all local, county, state and federal laws, and the rules, ordinances and regulations enacted thereunder, and shall not use the premises or permit it to be used for any disorderly or unlawful purposes or in any manner determined by us to be offensive or dangerous to other occupants of the building.

10. PARKING. Parking is restricted to space available and by permit only. Landlord shall not be liable for any damage or loss to motor vehicles or contents.

11. SUBLETTING OR ASSIGNING. Tenant may not sublet or assign the premises unless Tenant first obtains Landlord's written permission. In the event Tenant is given permission for assigning or subletting, Tenant will remain liable for the performance of all obligations originally assumed under this lease by Tenant, specifically including but not limited to the payment of all rentals.

12. VACATING. In cases of premature vacating of the premises, Landlord will make a reasonable effort to relet the apartment. Tenant will, however, be responsible for the rent payment for the remaining term of the lease, or until the Landlord is able to relet, whichever first occurs.

13. TRASH AND GARBAGE. Tenant is to place trash and garbage in plastic bags, tie them shut, and place them in the designated area for pickup. Tenant is to keep the pickup area clean and free of all loose trash and garbage. The Tenant's diligent help in this regard will prevent the attraction of insects and rodents and generally make for a more pleasant atmosphere.

14. INSURANCE. Loss of personal property is not covered by Landlord's insurance. Tenant should provide his/her own coverage either through family "homeowner's" policy or private renter's insurance if this protection is desired.

15. ALTERATIONS. Tenant shall not remodel, paint, or make any structural changes to the leased premises, nor shall Tenant attach or remove any fixtures without Landlord's prior written permission. Expenses incurred for minor improvements, WITH WRITTEN PERMISSION OF THE MANAGEMENT, may be deducted from the succeeding month's rent. Receipts for such purchases must be included.

16. LOCKS AND KEYS. Landlord shall provide a lock for the exterior. So as not to restrict Landlord's ability to ingress and egress, Tenant agrees that no additional locks shall be placed upon any doors of the premises. Tenant further agrees that no locks shall be changed without Landlord's prior written permission. Upon termination of this lease, Tenant shall return to Landlord all keys to the premises.

17. RIGHT OF ENTRY. Landlord or Landlord's agent shall have the right to enter the premises by pass-key or otherwise at all reasonable and necessary times to inspect the premises for any purpose reasonably connected with Landlord's interest in the premises. And to show premises to prospective tenants or purchasers and to provide routine and emergency service.

18. UNINHABITABLE. If the premises become uninhabitable for any reason including, but not restricted to fire, flood, or other act of God, the rental herein shall be suspended until the same has been restored to a habitable condition. Tenant shall not be obligated to rebuild or restore the premises in the event of severe damage.

19. GOVERNING LAW. This lease is to be governed by and construed according to the laws of the State of West Virginia. If any of the terms or conditions hereof conflict with any such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law.

20. RIGHT OF REFUSAL. Until Landlord has executed this lease, Landlord shall have the right to refuse acceptance of a tenant for any reason whatsoever; provided, however such refusal shall not be based on tenant's race, religion, sex, national origin or disability.

21. SUBORDINATION. This lease is subject and subordinate to all security interests which may not or hereafter affect the real property, of which the premises forms a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request.

22. INDEMNIFICATION. Landlord will be liable for any injury or damages due to Landlord's negligence. Tenant agrees to be obligated for any injury or damages caused by Tenant's negligence.

23. WAIVER. The failure of Landlord to insist upon a strict performance of any term or condition of this lease or to exercise any right herein conferred in any one or more instances shall not be deemed a waiver or relinquishment of any right of remedy that Landlord may have had, and shall not be deemed a waiver of any subsequent breach of such term or condition.

24. ENTIRE AGREEMENT. It is expressly understood and agreed that this document and any attached exhibits constitute the entire agreement between the parties herein and may be modified only in writing signed by both Tenant and Landlord. This lease may not be modified orally.

25. PETS. No animals, birds, or pets of any kind shall be permitted in the leased premises without Landlord's prior written consent.

26. HAZARDS. Tenant shall not cause or permit the occurrence of a hazardous act on or near the premises, which might cause fire, explosion, or injury to persons or property.

27. DISTURBING NOISES. Tenant shall not make or permit to be made any noises which are disturbing to neighbors; neither shall Tenant commit or permit any noise which will unreasonably interfere with the rights, comforts, or conveniences of other tenants.

28. DAMAGE TO PREMISES. Tenant acknowledges that the apartment is in good order and repair except as otherwise noted by the Tenant in writing at the time of Tenant's occupancy under this lease. Tenant agrees to pay for repairs to the premises when caused by Tenant's misuse or that of Tenant's family or visitors. Landlord agrees to repair the premises with reasonable promptness when caused by reasonable wear and by forces beyond Tenant's control.

Tenant Date

Tenant Date

College Town Rentals, Inc. Date

Frequently Asked Questions

About Leases

How can I break my lease?

There are three possibilities for terminating a lease early. The first is negotiating a termination clause before signing the lease. The second is by subletting. The third possibility is by a mutual cancellation between you and the landlord.

Can a landlord enter my house unannounced?

Yes. In West Virginia, a landlord can enter the dwelling at a reasonable time for a reasonable purpose.

How many days after I sign a lease can I change my mind?

Zero. There is no grace period in West Virginia for backing out of a lease.

Can I get out of my lease because I have a problem with my neighbors?

No, but there are some actions you can take to remedy the situation. The first is to try talking to the neighbors. If that does not work, then talk to your landlord. You may have to resort to calling the police. If all else fails, you can call and make an appointment with Student Legal Services at 293-4897 for legal advice on how to take further action.

What happens with a lease that either the tenant or the landlord never signed?

If one or the other never signs the lease, it is not a valid lease.

What is the best way to enforce agreements that the landlord and tenant made?

Put them in writing. If they still are not followed, contact Student Legal Services.

What happens if I get caught with a pet?

If your lease forbids pets, you could be evicted and/or lose your security deposit. Look at the pet clause in your lease. Talk to your landlord and try to work out some agreement. If this can't be done, seek legal advice from Student Legal Services.

What if I have signed two leases?

Until you are released by the landlord from one or the other, you are responsible for both leases.

Is there a limit on how much a security deposit can be?

Legally, in West Virginia there is no limit. However, security deposits are generally the same amount as one month's rent.

Can a landlord take my property to recover unpaid rent?

Yes, this is called distraint. The landlord can do this through the use of proper legal action.

What happens if during my lease the property that I am renting is sold?

The new landlord is obligated to abide by the current lease in place.

Can I have overnight guests?

Always check with the lease and the landlord first. If the guest stays for long periods of time, charges may apply.