

Let's Talk February 15

Topic: Renting in Oakland

People: Trisha Margiotti, University of Pittsburgh of Off-Campus Living, Adam DiBuo, Neighborhood Legal Services, Mark Oleniacz, Elaina Zaitsoff, Maria H, Stakeholder, Davonn Brown, Sharon, Liz Gray, Sam Gallagher, Eric Macadangdang, Khushi Rai, Erin Angelina, Anna Heisler, Gabrielle Demarche, Justin Dandoy

Trisha will start us off. She works closely with engagement and community affairs. She is from the office of off-campus living and is the housing liaison. She does not have an office right now because they created a new department under the office of engagement and community affairs. Currently, she is at panther central in Litchfield Towers and will let everyone know once she has an office.

Their mission is to provide students with the tools needed to guide off-campus living. They provide students with services for finding housing and roommates. They educate and support students to thrive off campus to make good choices with roommates, be knowledgeable tenants, navigate problems with roommates and landlords, and develop student awareness of values.

She wants to make sure students know how to review their lease, what to sign, follow occupancy permits, no more than 3 unrelated people in a single-family dwelling, and thrive to make sure students read their lease.

Types of leases and responsibilities: know about trash disposal, snow removal, how to handle repairs, move-in reports, move-out reports, and when students go away for winter break to keep their heat on. So many frozen pipes over the winter. How students terminate their lease, visa being under the lease, landlords extra charges.

Helpful tips for students: make sure to be aware of damages, If they need to sublease or get out of the lease make sure the landlord is required to give notice.

Q: If you have 3 people to sign the lease and one person pays the rent, are they all responsible for rent?

A: Yes

Renters insurance is presented in a lease. Students are never responsible for their belongings. Very important to have renters insurance.

There's the good neighbor initiative picnics. The new ambassador program that was kicked off will help facilitate that. You can contact me at Marg@pitt.edu

Q: How do you disseminate this information to students?

A: Word of mouth.

Q: Has the university ever thought of sending out a general mailer to returning students? Or even during the winter?

A: Great idea Liz! I will mention this to our supervisor as we are a new department.

Q: I would like to see the second to the last slide again if that is possible.

Anyone with a Pitt affiliation can come in. All other universities have housing programs.

Q: Is there a webpage people can visit or a booklet?

A: Yes: [Ocl.pitt.edu](http://oc1.pitt.edu)

Q: If a student can no longer deal with a pet, where can you put them?

A: Animal friends, humane society. A pet is not just something you feed and it disappears. If you have a pet and live in an urban community, go out and clean.

C: Students need to be encouraged to read their lease at least twice. Highlight it. If you have any questions call Liz or Trish. Once you sign that lease, it is a binding, legal agreement you have to stand by, and it's important to be wary of that lease. I dealt with some people over holiday break whose water pipe burst and the one person on the lease that was not on the lease was not covered. Those not on the lease could walk away and say bye and the rest will be held responsible.

Adam is here tonight with us from Legal Neighborhood Services. He is the managing attorney for the housing division. The website is <https://nlsa.us/> and the intake number is (412) 255-6700.

NLS is a nonprofit. They are a public defender for civil cases. They provide free legal services for folks who find themselves in civil legal services. He mostly does things regarding landlords and eviction. He has lived in Southside for quite some time.

Here are the most important things for renting generally and for students. Reading your lease by far is the most important. Everything that pertains to your tenancy is in your lease.

The first thing you should look out for is the amount of rent and who is on your lease. Each person is responsible for the rent and each person can be responsible for the entire amount of rent. Make sure you have properly navigated that when moving in with someone because you do not want to be stuck paying rent.

Q: How would you vet somebody before you move in with them?

A: It is kind of difficult. But make sure to know them and get along with them. Spend enough time with them to be able to know how to live with them. Do your best.

Q: Are roommate agreements legally binding?

A: What do you mean?

Q: Well sometimes you move in with a group of people and agree on different amounts of payment, like how to pay bills?

A: If it is something that is in writing, you are 18, and it is signed by everybody and agreed to, it can be legally binding—it just depends on the reasonability of the terms.

C: Even when you win sometimes you do not even get the money.

Look at the lease terms. Most leases are for a year, but always check the terms and the renewable. Some require notice to landlords if you want to lease again. Know what utilities you're responsible for—electric, gas, water. Get an idea from the landlord, utility companies, or previous tenants what bills look like.

Q: What if the landlord said they want you to pay in cash in small denominations, is that allowed?

A: If your landlord tells you to pay cash, find a new place to live. You want to be able to prove you paid your rent, even if the landlord says they will get you a receipt. Finding a place is difficult and you want a good location, but you do not want to deal with that.

Q: Is there any recourse if each roommate pays one bill and one decides not to pay the utility? Is there a way for each roommate to have their name on a utility?

A: It is technically possible to have utilities in multiple residents' names. I have had roommates where we each take a bill and then split it. Contact the utility company to see what you can do, especially if you do see that one person stopped paying because that will be a problem with other tenants. Electric and gas will be problematic because you will lose service. Water will probably be in the landlord's name. But if it is in your name as a tenant, make sure to prioritize paying for water first because the utility company can create a huge problem.

Q: If a group of 3 students stops paying rent, what recourse does the landlord have?

A: The landlord will evict you because you stopped paying rent. At the very least, they will get a judgment against you, and if you do not pay that judgment that will be bad. Any landlord that

you try to rent from will see a judgment was filed against you. You will probably not find housing again. If you live in a private residence, you have probably waived your right to a notice of eviction.

Q: If there is a problem with an apartment and a landlord is not addressing it—like no heat for 3 days—and then you complain to the city, do they have the right to complain?

A: This is a difficult issue. This is about habitability. Every landlord must provide a safe, habitable, and sanitary residence to live in. This is not about the aesthetic of the house. This is about structure, heat being out, constant leaks, faulty electricity, and infestation issues. If you have a habitability issue in your house, notify your landlord in writing. There are portals to submit a maintenance request or a number—have it in writing to be able to prove it. I recommend doing it in more than one way—send a portal request, write a letter (probably best), email, and text. If they ask to call and talk about it, make sure to also get it in writing. When you notify a landlord about habitability, make sure to give them a reasonable amount of time to fix something, like if the heat goes out in august, give them a few weeks. If it was when it was 4 degrees outside, and your heat goes out, a reasonable time to fix that will be 24 hours. The severity of the issue and context will be the key there. If your landlord does not do that, give them more written notice about that, and if they still do nothing, go to the city. There are a couple of remedies if the landlord does not fix issues: withhold a portion of your rent (not recommended) or repair the issue yourself and then withhold that amount of payment from your rent for the service.

Q: Correct me if wrong—you can't just stop paying rent. You need to get PLI or the Health Dept to cite the landlord for violations to set up escrow.

A: Not entirely. You have to give your landlord a written request, they have to respond in a reasonable amount of time to address the issue, and then the judge will decide. Do not set up escrow unless it is a very bad situation and you have to. But if you have to, set up an escrow account where you will put your rent until the habitability issues are fixed. Only withhold the amount of rent that the house lost due to habitability issues. If a plumbing issue occurs and only one bathroom works, only withhold 1/5 of rent. Do not withhold all your rent unless it's unlivable. I do recommend to hire someone to fix the problem. Make sure to let your landlord know that you are withholding the rent you used to fix the problem. Proper notice will always be necessary.

Unfortunately, landlord retaliation is allowed in PA. If you withhold rent, even if you rightfully did so, your landlord can take you to court to see if that was allowed and if withholding was rightful or not and will have the right to sue you. Have the landlord looped in every step of the process.

C: One thing about paying in cash is that the landlord is trying to avoid paying taxes.

It's a huge red flag if a landlord is asking people to pay cash. They are likely committing tax fraud and if you do not get a receipt one time you are screwed.

Q: Say you rent a place and have a party and charge \$5 at the door. Can that put you in legal jeopardy for the long term?

A: There's the right to quiet enjoyment. You have the right to quiet enjoyment within your own residence so you have the right to be free of a party going on. If something like that goes on, your neighbor has the right to alert the authorities. If you are continuously disturbing neighbors, your landlord can try to evict you for that if you continue. Criminal activity is a breach of your lease and is enough for people to take action against you. South Oakland is not just students so we have to be responsible.

Q: A lot of times when I talk with students who have issues like bed bugs, they are often scared to talk to their landlord because of the fear of eviction or going to the health department. Are there any protections for students?

A: If there is a habitability issue that your landlord might blame you for like rats, leaks, toilet running, or a water bill that is super high and you never told the landlord about it, you will be responsible for that. If it's clear that what they are doing is wrong and you have to go in front of a judge and prove it, your landlord probably cannot evict you.

Q: Are any tenant activities worthy of immediate eviction?

A: Every eviction has to go through a process. There is an expedited process—if you manufacture or traffic drugs through your home, this is different.

Q: is it legal for a landlord to state in a lease that no guests are allowed?

A: No, that is not allowed. That is likely not going to be an enforceable clause in a lease.

Q: When does a habitual guest become a tenant?

A: They are not a tenant unless they are on the lease. They may be an unauthorized occupant. If a landlord is unaware of this tenant, that is not good. If someone stays there for more than 14 nights, they are an unauthorized occupant.

Q: Can a landlord prohibit guns from being brought into a house you are renting?

A: Generally, there is no exact answer to this question. As long as you are doing things legally, most of your leases will not say you cannot own one, but may say you cannot discharge a firearm on the premises. I do not think I have ever seen a lease, or not frequently, saying you are not allowed to have one other than public housing. Pitt probably has a clause against this in their student housing.

Q: Is “no overnight guests” an enforceable clause?

A: Depends on the situation.

Q: I know some laws don't apply to small rentals (3-4 units), especially where the landlord lives in the building. Would a gun ban hold in that case?

A: I am unsure how that would work.

Q: Is there a free database or service to see past tenant or landlord violations?

A: There is a website to check court dockets in PA. You can use this to see who you may live with. Something will populate here if you had a landlord-tenant case against you:
<https://ujportal.pacourts.us/CaseSearch>

It all seems to come down to knowing your landlord, knowing who you live with, and reading the whole lease before you sign it.

Here are a couple more tips: check for snow removal and security deposits. If they do not give you your security deposit back, they need to send you an itemized list of everything. You have to provide them with a forwarding address for the money.

Contact information for both presenters:

Adam Dibuo: Dibuoa@nlsa.us

Trisha Margiotti: marg9@pitt.edu, 412-648-5432, or visit our website at ocl.pitt.edu.