

The Office of Campus Activities
presents:

Off-Campus Living



January, 2014

Dear Student,

Whether on-campus or in the community, an important part of the college experience is where you live. The decision to live off-campus is an exciting one which also bears increased responsibility. The SUNY Cortland Off-Campus Committee has developed this manual to assist you in preparing for your new experience. "Off-Campus Living" is an excellent resource tool that will increase your understanding of policies and will empower you to continue to make appropriate decisions.

Living off-campus places you in a unique position. In addition to being a SUNY Cortland student, you are an integral member of the Cortland area community. As such, it is important to remember that, in addition to College policies, you are now subject to city, state and federal policies and procedures. This manual will make you aware of such policies, prepare you to act responsibly and apprise you of your rights as a renter.

I encourage you to consider the helpful advice contained in this document. I hope your off-campus experience is a positive one.

All the best,

Erik J. Bitterbaum President

Disclaimer:

The Campus Activities and Corey Union Office provides information to SUNY Cortland students, faculty and staff members solely as a courtesy. SUNY Cortland does not endorse any realtors or landlords and accepts no responsibility for the accuracy or reliability of listing with the office. This listing is maintained as a service for your convenience. College employees do not inspect, approve, or supervise the premises listed. It is in the best interest of the prospective tenant to contact the landlord and make arrangements to see the accommodations.

Contact with persons listed herein must be conducted independently and at your own risk. SUNY Cortland will not be involved in any negotiations between you (the potential leaseholder) and any landlord, property owner, realtor, or roommate. Roommate screening and selection is solely at the discretion of the individual using this service.

SUNY Cortland Housing Policy:

The State University College at Cortland considers the residence hall experience to be an important aspect of the students' education. It is the policy of the College that all freshmen, sophomores and transfer students are required to live on campus for the entire academic year. Students that wish to continue to live on campus beyond the sophomore year will be accommodated as space is available in college residence halls or apartments. There are certain automatic exemptions to this policy that can be utilized if done so before the start of an academic year. Those exemptions are as follows:

1. An individual is 21 or older by September or January of the semester you begin classes.
2. An individual is married and/or has at least one child.
3. An individual is a veteran.
4. An individual is commuting from a primary place of residence (60 mile maximum).

All questions regarding on-campus housing should be directed to the Office of Residential Services. All students are required to keep a current college address on file with the Registrar's Office. A campus map is included on the last page of this booklet and a map of the city of Cortland can be found at:

www.cortland.org/communitly/tour/map2.htm

FINDING A PLACE TO LIVE

This may all seem a bit overwhelming at first but it's not really all that bad if you take things one step at a time. And you do not have to reinvent the wheel. . .

Starting the process:

- Decide that you want to live off campus.
- Evaluate your financial situation and decide if you can afford to live off campus.
 - Reference the budget/financial page to assist you in this area (*Page 12*)
- If you cannot afford to live alone, how many people do you want/need to live with to share in the expenses?
- Begin the process of picking your roommate(s), as the number of people with whom you are living will determine the size of the place(s) at which you look.
- Decide what is important to you in terms of the utilities and amenities available at your new home.
 - Reference the Housing Search Checklist for assistance (*Page 13*)
- Decide if you want/need to look for a furnished or unfurnished apartment/house.

Where to look:

- Talk to your friends who are already living off campus. They can often be your best sources of information.
- Check with the Campus Activities Office in 406 Corey Union. They maintain a list of available places and potential roommates. While not an exhaustive listing, at least the landlords and properties listed have provided proof of having passed inspection within the last three years. This listing is also available on-line at: <http://www2.cortland.edu/offices/campus-activities/off-campus-housing.dot>.
- Look in the SUNY Cortland student newspaper, *The Dragon Chronicle*.
- The local newspaper is *The Cortland Standard* (<http://www.cortlandstandard.net>) and it has classified ads listing available places. It went partially on-line this summer.
- Don't mind living outside of Cortland and driving in every day? Check out the other local papers in the area such as *The Ithaca Journal* (www.theithacajournal.com) and *The Syracuse Post-Standard* (www.syracuse.com/poststandard). And you can always check out the free *Pennysaver* that is available in many stores and laundromats.
- Walk around in a neighborhood you like and/or think you can afford. Notice any "For Rent" signs displayed in the windows and inquire about them. Not everyone chooses to advertise their available properties.
- Ask landlords and/or residents if they know of other available properties.

Selecting an apartment/house to rent:

- Call the landlord to set up an appointment to see the apartment/house you are interested. Ask specific questions about the property. If still interested, be cooperative in terms of trying to reach a day/time that is equally convenient for everyone.
- When you meet the landlord, make a good first impression. Dress to impress and treat them with respect so that they will treat you in the same manner.
- Arrive on time for your appointment. It is not bad to be a few minutes early but definitely do not be late as the landlord has freed up time in their schedule to meet with you.
- If your schedule changes and you cannot make your appointment with the landlord, call them as soon as possible, apologize and set up a new meeting.

- Bring a checklist and/or a list of questions to ask to assist you in being a knowledgeable consumer. That way you can take notes and won't have to rely on your memory later. Don't forget a writing utensil!
 - Reference the Housing Search Checklist for assistance (*Page 13*)
 - Reference the Housing Conditions Checklist for assistance (*Page 17*)
- Consider taking at least one picture of each place you look at to avoid confusion later on.
- If your roommates are not with you and you think that this is the place that you want to rent, set up a second appointment with the landlord.
- Do not let a landlord intimidate/bully you into making a decision that you are not ready to make.
- Confirm the next step in the process. When will the landlord contact you (or you contact them) and make arrangements to sign the lease? What will you need to bring with you to that appointment?
- If you have decided that you are not interested in an apartment/house, be courteous and inform the landlord. This may help you should your paths cross in the future.

Did you know that:

- It is the duty of the landlord to give you a signed rent receipt for payment made in cash stating the date, amount paid, and identifying the premises for which the rent was paid. (*New York State Real Property Law, Section 235-e*)
- Every lease written after November 1, 1978, is to be written in non-technical language and in a clear manner using words with common, everyday meaning and appropriately divided and captioned by its various sections. (*New York General Obligations Law 5-702*)
- All landlords are to return all but 1% of the interest earned on a tenant's security deposit when the deposit is kept in an interest bearing account. If your apartment is in a complex consisting of six or more units, the landlord must put the deposit in an interest bearing account. Interest must be paid when the lease expires. (*New York General Obligations Law 7-101 to 107*)
- It is unlawful for landlords to interfere with the rights of tenants to form or participate in the lawful activities of tenants' groups and organizations. (*New York State Real Property Law, Section 230*)

Please note that the conditions outlined in the laws cited are complex and you are advised to refer to the full text or have your lawyer do so prior to undertaking any action.

Safety in your new home:

- Does your rental unit have working smoke detectors on every floor, in the immediate vicinity of sleeping rooms and inside each sleeping area?
- Did you know that it is your responsibility to maintain the smoke detectors and keep them operational at all times? They should be tested at least monthly and when you hear that annoying chirping sound, **replace** the batteries. Do not simply remove them.
- If not present, will the landlord install them? They should as detectors are now required by current NY State Fire Code; which reads as follows: "Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3 and R-4 regardless of occupant load at all of the following locations:
 1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 2. In each room used for sleeping purposes.
 3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

- Does your new home have a working carbon monoxide detector? If not, will the landlord install one? If the property is not a new one, they are not required to do so but you should ask anyway and if they say no, consider installing one yourself. Carbon monoxide is a silent killer and can come not only from car exhaust fumes but also from a malfunctioning furnace.
- Is there a fire extinguisher placed in an appropriate location? Is it an all-purpose extinguisher? If an extinguisher is not present, will the landlord provide one?

FAIR HOUSING

The Federal Fair Housing Act (Title 8 of the 1988 Civil Rights Act), states that it is a policy of the United States to provide Fair Housing for its citizenry, within constitutional limitations. Discrimination in the sale, rental or financing of dwellings on the basis of race, color, religion, sex, or national origin is specifically prohibited under this law. Similarly, New York State's Human Rights and Real Property Laws prohibit discrimination based on disability, marital status, family composition (presence of children), sexual orientation, military status, creed, and age, as well as the above.

Landlords may not refuse to rent and/or renew rental agreements or otherwise discriminate against any person or group of persons because of the factors cited above. The only exceptions are rentals in a building of two dwelling units and the owner lives in one of them or the rental of a room(s) by the occupant of a house or an apartment. There is no law forbidding discrimination against students due to their status as students but all of the other elements do apply. Discrimination against families on the basis of having children in your household is illegal. The only exceptions to this discrimination prohibition are federally subsidized housing for the elderly and in buildings of two units, one of which is occupied by the owner.

SEXUAL HARASSMENT

Under the New York State Human Rights Law all individuals are protected from sexual harassment by their landlord.

TENANTS' RIGHTS

New York State law provides a Warranty of Habitability which states that in every rental agreement there is an implied guarantee that the house or apartment is safe and livable.

". . . the premises so leased or rented and all areas used in connection therewith in common with other tenants and or residents are fit for human habitation and for the uses reasonably intended by the parties and that the occupants of such premises shall not be subjected to any conditions which would be dangerous, hazardous, or detrimental to their life, health, or safety." (NYS Real Property Law, Section 235-b)

The City of Cortland has a Code Enforcement Office, one purpose of which is to ensure safe and decent living conditions for tenants. If you have a question or concern over the habitability of your unit, please call the Code Enforcement Office at 607-753-1741. The office is located at City Hall, 25 Court Street, Cortland, NY 13045. For more information check out the following websites:

http://www.ag.ny.gov/sites/default/files/pdfs/publications/Tenant_Rights_2011.pdf
http://www.justice.gov/crt/about/hce/housing_main.php
<http://www.cortland.org/city/fire/code.htm>

THE PERFECT ROOMMATE

Now that you've made the decision to move off campus, with whom are you going to live? Here are some pointers to help you find a good roommate and avoid future disagreements down the road.

General concerns:

- Do you want to live with a male or female? Do you care if they are in a serious relationship?
- How many room/housemates do you want to have?
- Do you care if they have and/or like pets?
- Does it matter how old they are? Do you know and/or like their friends and does that matter to you?
- Do you care if they smoke? Do they do drugs? Do they have a drinking problem?
- Do they intend to 'party' at your house with their friends and if so, how often?

Topics to discuss:

- Rent and/or utility payments - Whose name will they be under, who will make payments each month and how will this person collect reimbursement money from the other roommates?
- Cleaning responsibilities – ie: taking out the garbage and recyclables - who will handle what, or are you going to get stuck doing everything?
- Sharing food - will you shop for yourself or for all residents? Do you share everything, nothing, or only some things and how will everyone know which items are not up for grabs?
- Guests - do they need to be cleared ahead of time? Should there be an agreement on frequency and length of visits? How do you feel about guests staying over on a regular basis?
- Personal possessions - what kind of common use policy do you want to have?
- Messages and mail - where do you want to put these items and are you each willing to take messages for the other(s)?
- How will you handle conflicts, disagreements if they arise? Do you want to generate a written agreement?
- Will one person handle all conversations with the landlord or will you share and keep everyone informed?
- How will you make the final decision on the rental and who will be responsible for making the deposit and/or damage deposit?
- What will each of you be contributing in terms of furnishings?

Things to consider when looking for the 'perfect' roommate:

- Do you share similar interests and values?
- Do you share similar expectations in terms of the above topics?
- Do you have similar budgets with which to work?
- Do you share similar sleep/study habits?

HOUSING SEARCH CHECKLIST

Residence Name: _____

Address: _____

Landlord name and contact information: _____

Rent: _____ Per semester or per year? _____ Typical increase each year? _____

Length of lease? _____ Maximum number of tenants: _____

Flexibility in lease options (subletting, guests, pets, etc.)? _____

Security deposit: _____ Refundable? _____ Interest bearing? _____

Utilities: Heat _____ Water _____ Electricity _____ Air conditioning _____

Parking _____ Storage _____ (over break? _____) Laundry _____

Monthly cost of the utilities (not included in rent): _____

On-site maintenance? _____ Lawn care included? _____ Snow removal? _____

Is it furnished? _____ What is provided? _____

Good/safe neighborhood? _____ Referral from a current/former tenant? _____

NOTES:

See back of page for more things to consider.

Conditions to consider when viewing possible places to live:

Entrance/Exit Security:

- _____ Number of exits
- _____ Metal or wood solid core doors
- _____ Deadbolts
- _____ Locks securely mounted
- _____ Re-keyed locks
- _____ Doorbell/intercom system
- _____ Adequate entry lighting
- _____ Secure porch/railings
- _____ Shrubby blocking view or entry
- _____ Broken or cracked windows/doors (screens for windows and doors)

Amenities:

- _____ Adequate closet/storage space
- _____ Guest Policy (including parking)
- _____ Trash cans provided
- _____ Pets
- _____ Water pressure/temperature
- _____ Number of telephone/Internet jacks
- _____ Cable television/satellite dish
- _____ Neighbors (noise/smoke)
- _____ Lawn care/snow removal

Safety:

- _____ Smoke Detectors
- _____ Fire Extinguisher
- _____ Carbon Monoxide Detector
- _____ Signs of rodents or bugs
- _____ Water leaks/damage (including roof)
- _____ Visible signs (smell) of mold
- _____ Last Inspection _____ Passed?
- _____ Overall condition and cleanliness of the building and surrounding area

Notes

THE LEASE

A lease (oral or written) is a legal contract. A lease is an agreement between a landlord offering use of his/her property to a tenant in exchange for rent. This agreement also regulates their relationship by establishing rights and responsibilities for both parties.

A valid lease contains:

- the complete names of the landlord and all tenants
- the exact location of the rental property
- the term of the lease, including beginning and ending dates
- the subletting parameters that are agreed upon (either tenant or landlord initiated and all parties notified)
- a description of the consideration, essentially a detailed account of what is included in the rent (utilities, furniture, etc.)
- the specifics in regards to any required security deposits, damage deposits, etc. ° the signatures of all parties
- the date of the signing
- all parties to the lease should get a signed copy of the lease for their records
-

Negotiation is possible:

- Written clauses can be clarified and/or added, deletions can be made and whole new contracts can be drawn up. Do not feel that you cannot ask questions and/or request changes.
- Realize that negotiation is a two-way street and compromise may be required. However, make sure that you are truly okay with the final outcome or do not sign the lease.
- To change a lease, cross out the section you wish to delete, initial it and have your landlord initial it as well.
- Additional provisions and/or alterations should be written out, dated, and signed by both the tenant and the landlord.
- Make sure all changes are noted on all copies of the lease.

Traps to avoid:

- Do not sign a lease that expects you to be responsible for structural repairs.
- Do not sign a lease that ends in one or two or more months after you know you will be leaving unless you have either agreed to pay the money for those months OR it is clearly stated in the lease that you have the right to sublet your spot. Remember you are financially responsible for the duration of your lease.
- Do not sign a lease with sections that are so one-sided that they put you in jeopardy.
- If the landlord says you may have a pet, get permission in writing.
- Unclear language in terms of who is responsible to pay for items such as heat, electricity, cable, etc.

Three types of leases:

Oral - A verbal agreement that is considered a month-to-month tenancy with no specific termination date fixed by the parties. Oral leases can be terminated with a thirty-day written notice. This notice can be given by either the tenant or the landlord and must be given no later than the last day of the month preceding the tenant's final month of tenancy. If the tenant gives no notice of termination, they are liable for the rent at the end of the next rent period. No reason needs to be given for termination of an oral lease. However, it is illegal

for the landlord to terminate any tenancy as a result of the tenants' bona fide complaints to authorities regarding the exclusion of children, racial, religious, or sexual orientation discrimination, or complaints of housing code violations. The big disadvantage to an oral lease is that neither party has anything in writing and is relying on good will and a good memory.

Written - The written lease is a technical legal document which constitutes a contract between landlord and tenant and which is enforceable in court. The advantages to a written lease are that your rent will remain constant for the term of the lease and you cannot be evicted simply on the whim of the landlord. The disadvantage to a written lease is that it hinders mobility and financially obligates all tenants for the duration of the lease.

Implied - The implied lease is similar to the oral lease and also open to many of the same misinterpretations and shortcomings of the oral lease. For example: If a tenant gives their landlord \$300 for a month's rent and the landlord accepts it, it is implied that the rental amount will be \$300. If the landlord has always paid for the heat, it will be implied that they will continue to do so.

Housing Conditions Checklist

Rental address: _____

Landlord and/or Maintenance Contact Information: _____

Condition:	Excellent	Adequate	Poor	None	Comments
Entrance/Exit					
Shared entrance					_____
Secure (adequate locks)					_____
Secured lower floor windows					_____
Peephole					_____
Adequate drainage					_____
2 nd exit for two-story structure					_____
Fire exit					_____
Mailbox					_____
Living/Dining Room:					
Condition of walls					_____
Condition of flooring					_____
Condition of ceiling					_____
Windows (open and lock)					_____
Kitchen:					
Adequate room for tenants					_____
Stove clean					_____
Stove in good working order					_____
Stove vent/light clean					_____
Stove vent/light - working order					_____
Refrigerator/freezer clean					_____
Refrigerator/freezer working					_____
Dishwasher in good working order					_____
Appliance lights working					_____
Faucet/drain/disposal working					_____
Sink pipes leak					_____
Cabinet clean/adequate					_____
Counter tops clean					_____
Floor clean/no damage					_____
Condition of ceiling					_____
Water (smell and taste the water)					_____
Bathroom(s):					
Shower condition					_____
Shower door or curtain rod					_____
Faucet working condition					_____
Fixtures in good condition					_____
Toilet working (test flush)					_____
Floor clean with no damage					_____
Condition of ceiling					_____
Mirrors/medicine cabinet					_____
Towel racks					_____
Toilet tissue holder					_____
Adequate lighting					_____
Electrical outlets usable					_____
Vent or window					_____
Water pressure					_____
(Turn on all faucets and flush toilet to check pressure)					

Condition:	Excellent	Adequate	Poor	None	Comments
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Bedroom(s):

- Walls/ceiling/flooring _____
- Windows open & lock properly; window screen _____
- Adequate closets _____
- Doors _____
- Outlets/lights/light fixtures _____

Storage:

- Adequate storage for all tenants _____
- Storage from semester to semester _____
- Locked storage area _____

Porch:

- Locked entrance/exit _____
- Secured windows with screens _____
- Structurally sound _____

Amenities:

- Adequate parking _____
- Window treatments (blinds/drapes) _____
- Floor treatments (wood/carpet/tile) _____
- Laundry facilities clean and safe _____
- Water tank adequate _____
- Recovery time for water tank _____
- Walking distance to campus/stores _____
- Recycle bins provided _____

Heating/Electrical:

- Adequate outlets and lights _____
- Outlets/light switches working _____
- Outlets grounded _____
- Circuit breaker/fuse box accessible _____
- Type of heat _____
- Tenant controls heat/air _____
- Heat ducts/blowers in each room _____
- Walls insulated _____

Safety:

- Smoke detectors _____
- Carbon Monoxide detectors _____
- Fire extinguisher _____
- Exterior Lighting _____
- Condition of steps/railings _____

I have inspected the apartment specified above and have found it to be in normal condition except as noted. I understand that it is my responsibility to maintain the apartment in a safe and proper condition and to leave it as I found it except for normal wear.

Resident Signature: _____
 Landlord: _____

Date: _____
 Date: _____

SECURITY DEPOSITS

A security deposit may be required by a landlord whether or not you have a written lease. The amount is completely up to the landlord. Typically it is the equivalent of one month's rent. Both the security deposit and the first month's rent are expected to be paid before you will be allowed to move in. Some landlords combine this security deposit with a separate damage deposit to pay for any damage that you may do to the rental property.

- Tenants are not responsible for normal wear and tear.
- Tenants are responsible for damages caused to the property by either individual action(s) or that of your housemates.
- Take pictures of your rental property when you first move in so that you will have evidence should you feel that you are assessed incorrectly at the end of your occupancy.
- Landlords are required to return your security deposit if there is no 'unreasonable wear and tear' on the property. They have thirty (30) days to do so.
- The landlord has one calendar month to furnish the tenant with an itemized statement of the damage(s) and the estimated or actual cost of any needed repairs.
- If the tenant disagrees with the statement of damages and charges, they can fight it. Speak with the landlord first, but if not satisfied, then proceed forward through mediation or the Small Claims Court. The NYPIRG office located on the lobby floor of Corey Union can provide assistance if needed. Their website is www.nypirg.org.

RENTER'S INSURANCE

- Students are generally covered for both contents and liability under their parents' homeowner's policy when attending school away from home. Ask your parents to check their coverage. If you are not covered by your parents' homeowner's policy it is highly recommended that you purchase renter's insurance.
- Covers personal property and liability on an individual residing in rental property.
- Includes contents coverage for fire, theft, water damage from broken pipes, etc.
- Personal liability coverage is for bodily injury or property damage to others. It would pay in the event somebody was liable for an injury inside the apartment or legally liable for property damage to the rental building itself.
- Renter's insurance is typically available to anyone renting an individual apartment. Availability may be limited to those people cohabitating with other unrelated tenants.
- **We cannot stress enough our recommendation that all tenants purchase renter's insurance. You never know what may happen and the fire that started next door could wipe you out as well. Please protect yourself!**

TENANT/LANDLORD RELATIONS

Now that you have found a place to live, it is important to maintain a good relationship with your landlord. Listed below are a few things to keep in mind.

Moving in:

- Make sure that you and your landlord have agreed on when you will be moving in as well as when and how you will get the key(s).
- Make sure that you have paid any expected fees up front (1st month rent, security deposit, damage deposit, etc.).

- Complete a Housing Condition Checklist (*Page 17*) before you move in any of your belongings. Why? You can clearly see all areas.
- Make sure that you know how to reach your landlord. A mailing address is not enough. You also need a phone number.
- Complete a change of address form with the post office at your old address so that your mail will get forwarded to you.
- Contact the proper utilities personnel to make sure that you will have these items turned on either when you move in or as soon thereafter as possible. This includes such items as electric, gas, telephone, cable TV, internet access, etc. and will vary from residence to residence.
- Clarify when the garbage and recycling is picked up for your residence. Learn the proper guidelines so that the bags, bins, etc. will be picked up/emptied.
- Make sure that there is a watertight garbage can available for your use. The landlord is required to provide one.
- Clarify the guidelines in terms of parking for both you and your guests.
- When you move in make sure that you do not block your neighbor's driveway and/or park on anyone's lawn. It is unlawful to park in areas other than an approved driveway. And watch your volume levels for the same reason (voice as well as radio/stereo/etc.). You definitely want to leave a good first impression.
- Keep a positive attitude at all times. Be courteous and respectful and expect the same in return.

Everyday living:

- If you want to paint a room or somehow alter the structure you cannot do so without first obtaining permission from your landlord. Talk to them and respect their decision if they turn down your request. If they approve your request do not assume that the landlord will pay for any or all supplies. Get clarification before you proceed and if possible, get it in writing.
- If you want to hang things on the wall (posters, shelves, pictures, etc.) make sure you talk to your landlord first. Each landlord will have different guidelines for you to follow. And if you are hanging a picture, use the smallest size picture hook/nail possible so that you don't leave a large hole in the wall when you leave.
- Keep the residence clean.
- Keep a flashlight handy so you can still find your way around if you should lose power. It is also not a bad idea to have a battery operated radio available.

Maintenance concerns:

- Let the landlord know right away if there is a problem. That way they can fix it in a timely fashion.
- Know where the turn-off knobs for the water are located so that you can turn them off if necessary. The same holds true for the circuit breaker box.
- If you or one of your guests has broken a window, a door, smashed a hole in the wall, or anything similar then it is in your best interest to own up and contact the landlord so that repairs can be made properly and quickly. You will be financially liable for the repair costs but at least you won't be trying to hide anything.
- If it is your responsibility to shovel the steps, driveway, and/or sidewalk make sure you do so within 24 hours of the end of the snowfall. And make sure that you don't let the ice pile up either. After all, you don't want anyone to get hurt. Did you know that mail carriers and delivery truck drivers can refuse service for a residence that has not cleared its sidewalk and/or steps to the front door?

Moving out:

- Make sure that you and your landlord have agreed on when you will be moving out and how you will return the key(s) to them.
- Take out all accumulated garbage and/or recyclables. Do not leave them lying around the residence or you may lose your security deposit.
- Remove all of your personal belongings. You will not have access to pick up any items that you leave behind unless you have made a prior arrangement with your landlord.
- Clean the residence. It is expected that you will leave it in the same shape or better than when you first moved in.
- Leave a forwarding address with the local post office. Notify newspapers, magazines and other home delivery services of the change of address.
- Make sure that your landlord knows how to reach you so that they can return your security and/or damage deposit.
- Speak with all of the utility companies and arrange to have service terminated. If you forget to do this you will still be responsible for paying the bills.
- When you move out make sure that you do not block your neighbor's driveway and/or park on their lawn. And again, watch your volume levels. Leaving a good final impression is a good thing as you never know when you might run into these people again.

YOU'RE DOING EVERYTHING RIGHT BUT HERE COMES TROUBLE ANYWAY.....WHAT ARE YOUR OPTIONS?

Okay, so you tried to be a nice person. You tried to be calm and respectful. You tried to have a rational conversation with your landlord. In fact, you tried several times and still you feel like you are coming out on the short end of things. There are other options for you to explore.

Filing a complaint:

If you feel that your residence is in violation of the City of Cortland's Housing Code you can file a complaint merely by calling the Code Enforcement Office. Typically an inspector will come on the next business day and will file an inspection report which becomes a matter of public record. A landlord cannot prevent such an inspection and they are not necessarily called before an inspection is made.

If there is a violation of the Housing Code, the landlord will be notified and given time to correct it. A re-inspection will be scheduled at the end of that time period. Any violation discovered during the winter which requires exterior repairs may be postponed until the spring.

- Arrange to be at home when the inspector comes so that you can personally point out the suspected violations.
- If you cannot be there, arrange to have a friend or neighbor stand in for you. Make sure that they can point out the suspected violations.
- Always be courteous and respectful. Staying calm helps.
- Make sure that the inspector sees all violations and lists each one separately.
- A copy of the complaint will be available the next day for your records. You will need to file a Freedom of Information Request (F.O.I.L.) to receive a copy of the complaint actions report for the property and specific complaint.
- Get the inspector's name and note the day/time the inspection occurred.
- Generally speaking, the landlord will be given the opportunity to comply voluntarily. Time to comply will vary depending on the nature of the complaint and type of problem.
- If nothing happens within a reasonable length of time, call the Code Enforcement Office and ask for an update and/or re-register your complaint.
- If your landlord is not cooperating a Notice of Violation/Order to Remedy may be issued.
- Should the landlord fail to respond to the order, a Court Appearance Ticket may be issued and the case turned over to the City Corporation Counsel for action.

SMALL CLAIMS COURT

What is it?

- A special court meant to be used by people without lawyers.
- A simple, inexpensive way to settle disputes over small amounts of money (less than \$5,000).
- A court with no jury - the judge will decide the case according to the law.

Does it cost anything to use?

- Yes, but not very much. \$15 for claims of \$1,000 or less; \$20 for claims of \$1,000 to \$5,000.
- At times a judge may rule that the defendant is to pay court costs for the plaintiff but that is not guaranteed.

When can it be used?

- You can only sue in Small Claims Court if the amount of money you are trying to get is less than \$5,000.00. If you are trying to get more, you must go to a regular court.
- Only an individual can bring a suit.
- While corporations and businesses cannot sue an individual in Small Claims Court, an individual can sue a corporation or business.
- A suit must be filed in the city or town or village where the person being sued lives or works.

How do I file a claim?

- The claimant must go to the office of the Town or Village Justice or, if you live in a city with a City Court, to the City Court Clerk.
- The claimant will fill out an application form to file a small claim and pay a small fee of \$15 - 20.00 depending on the size of the claim.
- The Justice/Clerk can answer questions as they arise.
- Upon receiving a completed application the Justice/Clerk will generate a Summons to send to the person or business that is being sued. The summons will tell the person when to come to court.
- A court date will be set at the time when you file a claim.
- The claimant must also appear in court at this time or their case will be dismissed.

Resources:

<http://www.nycourts.gov/courts/6jd/cortland/CortlandCity/index.shtml>
<http://www.nycourts.gov/courthelp/Booklets/SmallClaimsHandbook.pdf>

What happens in court?

- Both claimant and defendant will get a chance to tell their side of the story.
- The claimant should bring anything that they have that can serve as evidence and prove why they deserve to win a claim. You must have proof that the person you are suing owes you money and for what. You should also have documentation that supports your claim in regards to replacement/repair costs.
- You can bring in witnesses or written evidence/documents to help strengthen your case. This includes items such as invoices, estimates, and paid receipts.
- If a witness does not want to come to court, you can ask the clerk to order them to come. This must be done before the trial begins.
- You will have the opportunity to ask the defendant questions. Never ask a question for which you do not know the answer. Try to ask simple yes or no questions.
- Sometimes the defendant will say that you are the one owing them money and will file a counterclaim. The counterclaim will be decided upon at the same time as the original claim.

How does it all end?

- You and the person you are suing may come to an agreement, a settlement, on what would be fair. Get it in writing. The judge will keep a record of what was agreed to and both parties will be expected to abide by this.
- If an agreement cannot be reached, the judge will make a decision based on the evidence in the case. This decision may be verbalized in court or the judge may send you a decision in the mail.
- If you win, the person you are suing will be ordered to pay you the money you are owed. This is called a judgment and the defendant is usually given a certain amount of time in which to pay the judgment.

Collecting your money:

- It is up to you to make sure you get your money. In the ideal world, this should take care of itself and the person you sued will pay you in a timely fashion.
- If you don't get paid within two weeks after the judge's decision, call the person you sued and ask for the money. Keep a written record of time/date/etc.
- If you still don't get paid, contact the enforcement officer. This may be the City Court Marshal, sheriff, or police, depending on where you live. They have the authority to help you get your money.
- Tell the enforcement officer what you know about the person who owes you money. Information such as where the person works, banks, their license plate number, etc. will help in this endeavor.
- Once you get the money you are owed, let the court know so they can close the files on the case.

WELCOME TO THE NEIGHBORHOOD

By choosing to live off campus and to be part of the residential community there is an expectation that you will interact with your neighbors in a responsible and respectful fashion. Common courtesy can go a long way to making everyone's experiences positive. Here are some helpful tips for you as you proceed out in to the Cortland community.

- Stop by and visit your neighbors early in the semester to help develop friendly relations.
- Surprise your neighbor and help them out in some small way. Raking leaves, shoveling sidewalks and babysitting are a few possibilities that come to mind.
- Be aware of your noise volume at all times. Many people aren't aware of how far their voices (or stereos, televisions, car radios, etc.) carry. Maybe your neighbor works the night shift and sleeps during the day or maybe they have kids who go to bed early.
- Keep your property clean. What your residence looks like will reflect on both yourself and the neighborhood you are a part of. Lawn care and snow shoveling both fit into this category.
- Take your trash out and recycle regularly. Follow the proper guidelines on how to do so. Piled up garbage is not only an eyesore, it also attracts rodents. City of Cortland guidelines for recycling, lawn debris and blue bags can be found on-line at: www.cortland.org/city/dpw.
- Park legally and in your own driveway. Obey all local restrictions. For example, did you know that no cars are to be parked on city streets from 2 – 6 am?
- Be familiar with town ordinances and your legal responsibilities as a tenant and citizen. Students are not above the law.
- Make sure you know and follow the guidelines that are in existence for pets. Pet licensing details can be found on-line at www.cortland.org/news.
- Be responsible and stay alert. If you notice something or someone suspicious at your neighbor's house, do something rather than simply ignoring it.

Did you know the use of any upholstered furniture manufactured primarily for indoor use, including mattresses, is prohibited on any front or side yard visible from any public place, sidewalk or highway? Did you know that it is prohibited to use an unenclosed front or side porch for the storage of manufactured furniture primarily for indoor use, including mattresses?

STUDENT SAFETY

Crime can happen anywhere to anyone. An ounce of prevention and a little common sense can go a long way towards decreasing your chances of becoming a victim. The following tips are offered to aid you in this endeavor.

Around the town:

- Avoid walking alone. Call your friends or a taxi.
- Walk facing traffic and with purpose and confidently. Keep moving and be aware of your surroundings.
- Keep your head up and do not be afraid to make eye contact with others.
- Use well-lit and well-traveled routes; avoid parks, alleys, vacant lots, bushes, dark entryways, etc.
- If you think someone is following you, change directions several times and head toward lights and people. Go to a public place and/or police station – do not go home.
- Try to always let someone know where you are going and when you plan to return.
- Dress sensibly – wear light colored, reflective clothing and do not flaunt expensive jewelry.
- Carry closed purses, handbags, etc. close to and in front of your body and only carry necessary credit cards and/or cash.
- When walking alone do not make or answer calls on your cell phone. Resist the temptation, avoid the distraction and remain aware of your surroundings.
- Trust your instincts. If something or someone makes you uneasy, leave as soon as possible.

At home:

- Keep your doors locked at all times.
- Know who is on the other side of the door before opening it. Ask for proper ID from repairmen, service personnel, etc.
- If you arrive home and spot something 'wrong' (broken window, slit screen, open door, etc.) do not go inside. Call the Cortland City Police Department from a safe location.
- Be sure you have blinds, curtains, shades, etc. on your windows to discourage peepers. Keep windows locked when home alone or when away from home. This is especially important for all windows on the first floor.
- Be sure all outside lighting fixtures are in working condition. Ask your landlord to make immediate repairs if needed.
- Make a list of your valuables, record serial numbers, keep a photographic record. Do not leave valuables unattended in common areas such as laundry rooms.

In your motor vehicle:

- Always turn your car off, lock the doors, close the windows and take the keys with you even if you just to run inside for a moment.
- Avoid parking in isolated areas. Park in well-lit areas and near other cars.
- Keep valuables out of sight, preferably locked in the trunk.
- Have your keys ready when you approach the car. As you approach, look underneath to make sure no one is hiding there. And also check out the backseat.....
- Keep your car in good running condition and make sure you have enough gas to get where you are going and home again.
- It is best to always drive with your car doors locked.

Before leaving on breaks:

- Make sure all windows and doors are securely locked and do not hide spare keys in places outside.
- Consider using a timer that will turn interior and /or exterior lights on and off at pre-arranged times so that it looks as though someone is home.
- Ask the post office to hold all mail.

- If you get a daily paper, stop delivery or have someone collect them for you while you are gone.
- Notify your landlord if you are planning to be out of town for an extended stay. Be sure to take your landlord's contact information home with you just in case something comes up and you need to reach them or vice versa. This is a great chance for landlords to do repairs and upgrades.
- If lawn care and snow removal is your responsibility then arrange to have someone else do these chores while you are away.
- If you go away during the winter months, set your thermostat between 55 and 60 degrees so the pipes will not freeze and break.

Additional information on crime prevention, current crime alerts, SUNY Cortland' Silent Witness Program, etc., can be found on-line at: www.cortland.edu/univpolice.

THE LEGAL KEY TO OFF-CAMPUS BEHAVIOR

Did you know that even when you live off campus, you are expected to obey New York State, Federal and local laws as well as the SUNY Cortland Code of Student Conduct? In fact, you have taken on additional responsibilities by making this decision and we congratulate you for your initiative in doing so. Be sure to notify the College of your local address. Many of our students do not realize that the College has jurisdiction off campus, but it does. In fact, the Code states:

The judicial officer, in conjunction with the vice president for student affairs, will determine when the College will take action for allegations of off-campus misconduct which also violate College policy and/or federal, state, and/or local laws, statues, or ordinances.

What will happen if you allegedly violate the law?

- Any student who does so may face criminal charges off campus as well as judicial ones on campus.
- All arrests and tickets are recorded and evaluated on a case-by-case basis. Upon receiving a Cortland City Police Report, Judicial Affairs will determine whether charges will be brought against a student.
- A letter from the VPSA (Vice President of Student Affairs) is sent to the student regarding his/her behavior for minor violations.
- If your lease contained a no party clause and you held one anyway, this may lead to fines and/or eviction. You could lose your security deposit or be taken to civil court.
- Future employers may hold you accountable for past actions – DWI's for example appear on a person's license forever.
- If judicial process occurs, parents of dependent students are notified of violatons.

Common Violations (Up to \$250 fine or 15 days in jail or both):

- Noise ordinance – audible at 50 feet from its source.
- Littering
- Garbage – It is unlawful to store garbage in public view, garbage should be stored in watertight containers provided by the landlord.
- Consumption of alcohol in public – actually see the person drinking from any open or unsealed or resealed container. Public view can include your front porch.
- Possession of alcohol in public with the intent to consume. (Open Container)
- Unlawful possession of alcohol under the age of 21 with intent to consume.
- Fraudulent use of ID to obtain alcohol.

- Disorderly conduct with various subdivisions such as fighting (or threatening to), noise, obscene language and/or gestures, unlawful assembly, obstruction of vehicular traffic, failure to disperse, and public urination.
- Unlawful possession of marijuana – under 25 grams.
- Front yard parking – It is unlawful to park on property in areas other than an approved driveway.

Common Misdemeanors (Up to \$1000 fine or 1 year in jail or both):

- False personation – having an ID that shows the actual person, but misrepresents name, date of birth, or address.
- Criminal impersonation in the 2nd degree – represent oneself to be someone else in the effort to get some sort of benefit.
- Unlawfully dealing with a child in the 1st degree – give, sell, or allow a person less than 21 to drink alcohol unless accompanied by a parent or guardian.
- Endangering the welfare of a child – give, sell, or allow a person less than 17 to consume alcohol.
- Obstructing governmental administration in the 2nd degree – interfering with the work of a police officer.
- Criminal mischief 4th degree – damage to another’s property under \$250.
- Criminal mischief 3rd degree – damage to another’s property over \$250.
- Criminal tampering – tampering with the property of another to cause substantial inconvenience.
- Petit larceny – stealing property of a value of \$1000 or less.
- Burning marijuana in public.

SUNY Cortland Alcohol Policy as pertinent to off-campus students:

The college is concerned with the use and abuse of alcohol, as it is with other drugs. A person is as responsible for his/her behavior when s/he has been drinking as when s/he has not been drinking. The alcohol policy states that the consumption of alcohol in conjunction with the violation of any College policy can result in a more severe disciplinary sanction. Students under 21 years of age may not use, possess, distribute, sell or be knowingly in the presence of alcoholic beverages on the college campus or in the Cortland community except as expressly permitted by law and College policy.

HAVING AN OFF-CAMPUS PARTY

You have finally moved in and can’t wait to show off your new place to all your friends. Believe it or not, we are happy for you and want to provide you with some information to help you do so in an appropriate manner.

Plan ahead:

- Talk to your neighbors as well as your housemates. Let them know that you are planning a party. Make sure that the date and time are not inconvenient in terms of any plans that they may have already made.
- Lay the groundwork for good communication so that if a concern does arise, they will come speak with you before possibly taking it any further.
- If your neighbor does stop by or call with a concern during the party, make sure you listen, discuss and correct the situation as appropriate. If you don’t, their next call may be to the Cortland City Police Department.
- Make sure that your lease does not prohibit you from throwing a party and/or identify what limits there may be in terms of how many people you can have in your home without violating your lease, fire code, structural load capacity, etc.

- Make sure that if you are re-arranging the furniture that you are not blocking any exits.
- Make sure that you have ample supplies, especially paper products such as toilet paper, paper towels, napkins, etc.

Party responsibility:

- Know your guests and know which ones are over 21. Do not serve alcohol to anyone under the age of 21.
- Do not charge a cover fee for entrance. Do not charge guests for their drinks – you do not have a liquor license!
- Do not allow drugs on site.
- Provide non-alcoholic alternatives and appropriate munchies.
- Keep your guests inside so that they are not spilling out in to the streets and/or littering in your neighborhood.
- Keep the noise level down – noise complaints are the #1 reason that the police get called to a party.
- Make sure that cars are parked properly and not on lawns, blocking driveways, in fire lanes, etc.
- Be sure guests get home safely or allow them to spend the night at your place. Designated drivers and calling a cab are two viable options. Do not let anyone drink and then drive!
- Remember that you are responsible for your guest's actions – this includes but is not limited to such items as fighting, urinating in public places, etc.
- Do not move your couches, armchairs, mattresses and such on to the porch or in to the front or side yard as you will be violating Cortland's zoning code.

And if the police show up:

- Stay calm and relax. Do not run away or refuse to answer the door.
- Turn off the music.
- Find the most sober and coherent host to speak to the officers.
- Be honest. Do not get angry with or try to blame neighbors and/or roommates.
- Ask your guests to leave if that is the appropriate plan of action.
- If given a ticket, go to your assigned court date.

The dreaded clean-up:

- First thing the next day you should thoroughly clean up after the party – both inside and out. Try to start with the exterior so that your neighbors don't have to look at the debris all day. If cups, glass, and other items ended up either in the street or on someone else's lawn be sure to clean these up as well.
- Properly bag and dispose of all trash and recyclables. Do not leave them lying around to attract rodents,
- Touch base with your neighbors to make sure that things went well from their perspective or that if there were problems, they felt that their concerns were handled appropriately. Ending things on a positive, cooperative note will help if you plan to hold any additional parties.

Did you know:

- That the vast majority of off-campus assaults and fights involve one or more participants who had been drinking?
- That alcohol slows your reflexes and puts you at a distinct disadvantage?
- That you should NEVER drink and drive; nor should you allow a friend to do so. Hand your keys over to a sober friend or walk. Take your friend's keys or call them a cab. Protect yourself and others.