



KING'S COLLEGE

TRANSFORMATION. COMMUNITY. HOLY CROSS.



What Every Student Should Know
About Off-Campus Housing

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NOTICES

The College supports the Ethnic Intimidation Act of 1982 of the Commonwealth of Pennsylvania, which provides additional penalties for the commission of illegal acts of intimidation when such actions are motivated by hatred of the victim's race, color, religious or national origin. Illegal acts of intimidation due to the victim's physical ability, ethnicity, race, gender, sexual orientation, and creed are contrary to the Mission of King's College and our Catholic tradition. Such offenses are major offenses of the College Student Code of Conduct and will be dealt with severely. In accordance with the Higher Education Amendments of 1998, King's College reports all on-campus hate crime incidents in the annual Campus Crime Statistics Report.

It is the policy of King's College to enforce the provisions of Title VII of the Civil Rights Act of 1964 as amended by the Equal Opportunity Act of 1972, the Equal Pay Act of 1963 as amended by the Education Amendments of 1972 (Higher Education Act), Title IX of the Education Amendments of 1972 (Higher Education Act), and the Americans With Disabilities Act, and Section 504 of the Rehabilitation Act of 1973. The College adheres to the requirements of the Higher Education Act of 2008, the Commonwealth of Pennsylvania Sexual Violence Education Act of 2010 and the Drug Free Schools and Campus Act.

King's College is committed to equal opportunity in: the admission of students, the administration of educational programs and activities for employees and applicants for employment, without discrimination based on race, national, or ethnic origin, religion, gender, marital status, sexual orientation, age, or disability, in accordance with applicable laws.

Inquiries concerning application of this policy should be directed to:

Equal Employment Opportunity/Title IX Director

133 North River Street

Wilkes-Barre, PA 18711

SEXUAL MISCONDUCT (TITLE IX)

King's College is committed to providing a learning, working and living environment that promotes personal integrity, civility and mutual respect in an environment free of discrimination on the basis of sex, which includes all forms of sexual misconduct. Sexual misconduct violates an individual's fundamental rights and personal dignity. King's College considers sexual misconduct, in all its forms, to be a serious offense. This policy refers to all forms of sexual misconduct, including but not limited to: sexual harassment, sexual assault, and sexual violence by employees, students, or third parties.

Title IX of the Education Amendments of 1972 prohibits discrimination based on sex in educational programs and activities that receive federal financial

assistance. To ensure compliance with Title IX and other federal and state civil rights laws, the College has developed policies and procedures that prohibit sexual misconduct in all of its forms. The College complies with the Commonwealth of Pennsylvania law on Sexual Violence.

Title IX - Coordinators Contact Information

Title IX Coordinator: Director of Human Resources: Ms. Lita Piekara, Office: 181 North Franklin Street, telephone: (570) 208-5962, email: litapiekara@kings.edu

Title IX Assistant Coordinator: Associate Vice President for Student Affairs and Dean of Students: Mr. Robert McGonigle, Office: John Lane C.S.C. House, 166 North Franklin Street, telephone: (570) 208-5875, email: rbmcgoni@kings.edu

INTRODUCTION

This guide is intended to provide you, the students, with basic information as you search to rent an off-campus apartment. This information can be helpful but in the end, the decision to move off campus and to choose a specific apartment is yours. We have addressed various concerns that arise when renting housing: everything from location, to the lease, to garbage pick-up. There are many issues to be considered when moving off campus.

The information provided in this guide is to assist you in searching for an apartment. It is not legal advice. Legal advice should be sought from a lawyer. This guide is for informational purposes only. Because information is obtained from many outside sources, King's College does not accept or assume responsibility for the accuracy of the material contained herein.

The College reserves the right to alter and/or modify the contents of this publication, including but not limited to the College's rules, regulations, services, and policies.

ON-CAMPUS AND OFF-CAMPUS LIVING

There are advantages to living on and off campus. You should consider these differences when making your decision as to where to live.

	College Apartments	Residence Halls	Off Campus Apartments
Rent	Paid by semester	Paid by semester	Usually paid monthly
Food	6 meal plans, King's Cash and/or cook on your own	3 meal plans and King's Cash	6 meal plans, King's Cash or cook on your own
Deposit	\$150.00	\$150.00	Usually at least one month rent
Security	College Security and entry systems	College Security and desk personnel	Usually none
Escort Service	King's Security on campus	King's Security on campus	None
Visitation	24 Hour	Limited	24 hour
Rules Enforcement	Residence Life staff	Residence Life staff	Wilkes-Barre Police
Quiet Hours	12 a.m. to 8 a.m., weekdays, 2 a.m. to 8 a.m. on weekends. 24 hours courtesy	12 a.m. to 8 a.m., weekdays, 2 a.m. to 8 a.m. on weekends. 24 hours courtesy	None
Roommate Problems	Mediation by Residence Life staff	Mediation or room change	You signed a lease with the person
Lease breakage	Cancellation penalty, loss of deposit plus 30% of contract, according to contract timeline	Cancellation penalty- according to contract timeline	Remainder of lease
Utilities	Included	Included	Usually pay by the month, arrange yourself, split bill among roommates
Internet Service and TV Cable	Included	Included	Usually pay by the month, arrange yourself, split bill among roommates
Laundry facilities	Provided	Provided	Sometimes provided

* Obtain rental apartment inspections in accordance with city ordinance.

RESIDENCY REQUIREMENT TO LIVE OFF CAMPUS

A student classified as a junior for housing purposes must have successfully earned a total of 57 credit hours towards their degree at King's College and have a cumulative grade point average of 2.5 earned at King's College (transfer students must provide transcript from their prior institution) at the time he/she applies to live off campus. Juniors who meet these requirements when they apply will be given conditional permission to move off campus provided they successfully complete the semester and continue to meet the minimum conditions listed above. There are no exceptions due to financial need or other considerations. To be considered a senior for housing purposes, one must have earned 87 credit hours but no cumulative grade point average is required. At the time they move off campus, students who are 21 years of age, married or are the primary caregiver residing with their children, are exempt from the residency requirement (documentation required).

This policy applies to all students who do not live in the permanent home of their parents or legal guardian who is at least thirty years old (documentation is required) within 45 miles of campus.

All undergraduate students (regardless if currently a commuter or resident or new or transfer student) must meet the college's residency requirement and receive permission to live off campus by completing an off campus request form at the Office of Residence Life. Residence Life will review the request and check the student's earned credit hours and cumulative grade point average. The student will be notified in writing if they are approved to live off campus. Students are not to sign a lease or make any agreement to live off campus prior to receiving the written notification of approval.

STATEMENT ON OFF-CAMPUS BEHAVIOR AND RESPONSIBILITY

Students at King's College are members of both the College community and the community of Wilkes-Barre. All members of the College community are obliged to adhere to the policies and regulations of the College and the laws of the Commonwealth and local jurisdictions. The College holds students accountable to a higher standard of behavior than what is minimally expected by public law.

The College's policy is to hold students responsible for behavior off campus. The behavior of students, both positive and negative, reflects upon the College through public officials and the public. The College will take disciplinary action on complaints received concerning off-campus student behavior from the police, neighbors, property owners, other students, faculty, staff, and the public. Students whose behavior off campus is contrary to public law and/or college regulations and policies will be subject to disciplinary sanctions.

All students are to be aware of the following:

- The College will discipline students for incidents that occur off campus.
- The decision of the College and magistrate/courts is independent and mutually exclusive.
- The College will refer students through the Student Judicial Process in all cases where a citation or arrest takes place.
- The College will not delay issuing a decision in a case because of a pending case before the magistrate or courts.
- Students are responsible for the behavior of their guests on and off campus and for any behavior that occurs in their residence.

Off-Campus Residents' Responsibility for Behavior in their Apartments/Houses: Students living off campus are responsible for the behavior that occurs in their apartments or house by themselves, guests, or visitors. If a complaint about an individual is received by the College and that individual cannot be identified, the residents of the dwelling will be held accountable and will be issued disciplinary sanctions. Such behaviors in which the resident will be held responsible are, for example: dropping items or liquid from windows, shouting obscenities or abusive language from a dwelling, underage consumption or possession of alcohol, excessive noise, and discharging fireworks or causing a fire hazard. If the guest, visitor, or unidentified individual is acting inappropriately, the resident will be held accountable.

Off-campus students must be responsible neighbors in the community. Students must respect the rights of others, including neighbors, faculty, staff, and other students, to live in an environment without being infringed upon by the inappropriate behavior of others.

Nuisance Housing: Any off campus dwelling deemed as a nuisance (which is defined as two or more complaints by the police or neighbors) will result in the students being required to move from the dwelling, or they cannot remain a student at the College. All costs incurred by the student, due to the decision to move or not to move and to being dismissed from the College, are the responsibility of the student.

Street and Traffic Signs: Students on and off campus are not permitted to possess any street, traffic or construction signs. Students who violate this policy will be referred for disciplinary action and to the local authorities.

Students Held at Police Station: The College will not pick-up students from the police station. Students will need to contact an appropriate person as determined by the police to sign them out. Students who do not find a person to sign them out from the police station will be detained until they are released by the police.

Contact Information: Off campus students are required to provide their name, those of their roommates, off campus address, off campus telephone number, property owner's name, and telephone numbers to the school by August 15 and December 15. Students who fail to provide this information will have a hold on their registration, records, and semester class schedule.

Neighborhood Environment: Close to King's College are quiet, traditional family neighborhoods with long-time residents and well-kept properties. (For example, the 100-400 blocks North Main St., including North Washington and Madison streets.) Students are discouraged from living here if their lifestyle is not consistent with the neighbors; those who do must work to maintain the quiet, family orientation.

Shared and Guest Responsibility: Students who live together off campus share in responsibility for any behavior that takes place at their residence. They are responsible for the behavior of their guests and visitors. For example, if there is a noise complaint or underage consumption of alcohol, all residents of the house or apartment can be held responsible for the behavior.

WHO CAN LIVE OFF CAMPUS?

Q: Can any student move off campus?

A: No. First-year and sophomore students must live in a college-owned residence hall or commute from the home of their parents or a relative who is not a student. A commuter student is defined as a student who resides in the permanent home of their parents or legal guardian, or in the home of a close relative (who is not a student and who is over 30 years of age) who commutes to classes each day. A commuter may not reside more than forty-five driving miles from home to the campus. Students must have achieved the class rank of junior, which is defined as having completed 57 semester hours and have earned a cumulative grade point average of at least a 2.5 at King's College. This policy applies to all students, including transfer students.

Juniors (earned 57 credit hours or more) and seniors (earned 87 credits or more) may reside on or off campus. To move from on campus or commuting to off campus, the junior or senior completes a form at the Office of Residence Life. Students are not to sign any lease until they submit the form to the Office of Residence Life. The Residence Life staff, after they confirm the class status and grade point average of a student, will approve in writing to the student the change in status.

Q: Can a sophomore be exempt from the requirement to live on campus?

A: No, there are no exceptions for first year or sophomore students under the age of 21 and unmarried. Students who fail to follow this process will be billed for room and board. This policy applies to all unmarried students under the age of twenty-one, including transfer students.

Q: Do I need to notify anyone that I am moving off campus?

A: Yes, all students moving off campus must complete an off-campus form, which can be obtained at the Office of Residence Life. The form notifies the College of your new address. Failure to submit this material will result in the forfeit of your housing deposit. You are required to notify the Registrar's Office of your off campus address and telephone number.

Q: Can I cancel my housing contract to move off campus?

A: Yes, but there is a penalty. Juniors or seniors who sign a housing contract may cancel their housing contract to move off-campus if they meet the off campus residency requirements, but a penalty must be paid. From the time you sign your housing contract in the spring until July 1, you may cancel your housing contract and pay a \$150 penalty. From July 1 until the first day of classes, the contract may be cancelled by paying \$150 plus 15% of the total

room fee for the academic year. **Beginning on the first day of classes, contracts for housing and board cannot be cancelled.** Juniors and seniors may cancel their housing contracts for the spring (second) semester by November 20 by completing the appropriate form and procedure in the Office of Residence Life. A cancellation penalty of 15% of the semester room rate plus \$150 will be assessed. Contracts may not be cancelled as of the first day of class of the semester.

The penalty for canceling a contract for a college-operated student apartment once the contract has been signed for the fall semester is 30% of the total annual apartment rent per student. Cancellation after the start of the academic year will result in assessment for the entire academic year. The College reserves the right to fill any vacancy.

GETTING STARTED

With whom are you going to live? How many people will be living in your apartment? Before you can seriously look for an apartment, you must consider how many people will be living in the apartment. Will you share bedrooms or will each person have a single room?

The following are some issues that should be addressed by individuals considering living together.

- *Standard of cleanliness:* What does each roommate expect as far as how clean the apartment will be?
- *Food:* Are you going to cook for yourself, eat on a meal plan, or cook as a group? How will you buy and share food?
- *Habits and preferences:* What type of music and TV does each roommate like? What time do people go to bed? When are parties going to be held? Will parties be open or for invited persons only? How about rules regarding overnight guests?
- *Emotional level:* How moody are your roommates?
- *Borrowing:* How do roommates feel about borrowing things?
- *Finances:* Can everyone afford an apartment and budget their money to pay the expenses?
- *Academics:* Where do people intend to study? Are roommates willing to be quiet when someone is studying?
- *Other issues:* If an apartment mate is an athlete, are the other apartment mates willing to be quiet so they can sleep the night before a game?

In what area of town do we want to live? Do you want to be within walking distance of the College? Do you have a car? Owning a car

opens up the options you have when looking for an apartment. Are there any geographic restrictions as to where you want to live? Consider that when you live far away from campus, it is less likely that you will be involved in campus activities.

How much can I (and/or my parents) afford to pay? You need to develop a basic figure of what you can afford to pay for living expenses. Living expenses account for more than just rent.

Have I talked with my parents? Even though you are legally an adult, realistically, most students depend upon their parents for both financial and emotional support. Do your parents know you have considered living off campus? It would be a big mistake to wait to tell them until after you have signed the lease.

WHERE DO I FIND APARTMENTS FOR RENT IN THE AREA?

Word of mouth: This is the most popular way to find good apartments in the area. If you like someone's apartment, try to find out how you can rent it for the following year, assuming they will be graduating or moving, or ask about renting in their building.

Newspapers: Several local newspapers list apartments that are available. These resources are often necessary for those who start late to look for an apartment.

Realtors: Several local Realtors rent apartments in this area. By contacting them, they can tell you if they have any properties available.

Residence Life Office: This listing is in a binder in the Residence Life Office. Some local landlords notify the office when they have vacancies.

TENANTS' RIGHTS AND RESPONSIBILITIES

The tenant has a right to:

- Rent property without discrimination
- Enjoy a facility that is dry, clean, warm, and equal to the standards of the Housing Bureau in the City of Wilkes-Barre
- Expect privacy from unwarranted property owner intrusions
- Obtain a receipt for rent and deposits paid to the property owner
- Obtain a copy of the lease for each tenant from the property owner together with any rules and regulations
- Receive full refund of the damage deposit within thirty days (or other time limit established in the lease) of vacating the property, if it was left in satisfactory condition
- Receive legal protection from unfair eviction
- Obtain rental apartment inspections in accordance with city ordinance

The tenant has responsibility for:

- Promptly paying the rent
- Keeping up the premises
- Notifying the property owner of needed repairs on a timely basis
- Adhering to the legal requirements of the lease
- Respecting the rights of neighbors

WHAT TO CONSIDER WHEN LOOKING FOR AN APARTMENT

Location: Is the apartment located in an area close to campus? Is the area safe? Location can be the most important factor to consider when finding an apartment.

Size: Does the apartment have enough bedrooms? Are the rooms a sufficient size for relaxation and study? Is the kitchen large enough in which several people can cook?

Condition of the apartment: Is the interior of the apartment well kept by the management? Does everything work — appliances, lights, locks? The best way to tell if the apartment is maintained in good condition is to talk with the prior residents.

Condition of the building: If the outside of the building is not well maintained, the inside probably is not either.

Neighborhood: Is the area safe? Are surrounding buildings in good condition? Does the neighborhood primarily consist of other students or is it residential with individual families?

Fire Safety: Does the apartment have working smoke detectors and a sprinkler system? Are there dry chemical fire extinguishers in the apartment and or hallways? Are there at least two workable escape routes from the apartment?

Security/locks: Does the apartment have a deadbolt lock on all exterior doors? Do the bedroom doors have workable locks? Does each resident get a key supplied by the property owner?

Building access: Does the building have an access system to enter the building? Do the outside doors require a key to access the building? Is there an intercom system?

Parking: Does the property owner provide parking for residents? If not, where are you going to park? The College may provide parking for students residing off campus if space is available after residents and commuters are accommodated for a fee. The student must pay the parking fee set by the Business Office and adhere to the parking regulations established by the Office of Campus Safety and Security.

Pets: Are pets permitted?

Laundry: Does the building have its own laundry available to students? When are the laundry facilities available? How much does it cost to use the washers and dryers? Where the closest facilities are open to the public? Laundry facilities in college residence halls are for the sole use of the residents of that building.

Repairs: Who is responsible for repairs to the apartment? What repairs will the management perform? Whom do you call for emergency repairs, such as broken pipes or no heat? In addition, who, in that instance, is responsible for payment?

Contacting the property owner: Who is the owner of the building and how do you contact that person? Is the owner different from the manager? You need to get the names and telephone numbers for both the owner and manager, if they are different people.

Who pays for . . .

TV service	heat
hot water	electricity/gas
garbage removal	telephone (line repair)
repairs to the apartment	computer access

Winterization: Are the windows and doors winterized to keep out drafts and the cold?

Air conditioning: Is air conditioning permitted and if so, is there an extra charge?

Parties: Are there rules about parties? About guests?

Are there screens on the windows? If not will the property owner install them?

Pest control: Does the property owner spray for pests and bugs on a regular basis? If so, how often?

THE LEASE

Whom is the lease between? The property owner and/or realtor and their address should be named in the lease. If possible, the lease should be between you and the property owner covering your portion of the rent. Most property owners will require that the lease be between the property owner and all tenants residing in the apartment. When the lease includes all of the tenants then each becomes responsible for all rent and any damages to the apartment.

Rent: How much is the rent? Is it payable monthly or by the semester? Is there a late fee? If so, how much is it? To whom and where is the rent payable? What utilities are covered in the rent? The total amount of rent due for the lease period should be stated in the lease.

Length of the lease: Is the lease for a calendar year or academic year? When does the lease begin and end? The term of the lease should be specific. Most property owners in the area require a twelve-month lease. Check the last day on the lease with the academic calendar.

Subletting: May you sublet the apartment? Are there any restrictions? If your property owner permits you to sublet the apartment, you should require the new tenants to sign a lease that is identical to the one you signed, except for the length of the lease. Ask for a deposit from anyone to whom you sublet the apartment. Use a checklist to identify any damages that may occur while the apartment is sublet.

Renewable: How is the lease renewed? Is there a specific date you must inform the property owner of your intention to renew? Does the lease automatically renew if you do not inform the property owner that you do not intend to renew?

Damages: How are damages assessed?

Security/damage deposits: How are deposits handled? When do you get your deposit back? The security deposit is the one area that causes many problems for tenants. The security deposit is used to cover the cost of repairs for damages to an apartment. Damages do not cover normal wear and tear of the apartment. Property owners cannot charge for damages in excess of the cost of repair. The security deposit should not be used as payment for the last month's rent. The security deposit is usually equal to one month's rent.

The property owner can require the deposit to be equal to two month's rent for the first year of the lease. If the property owner requires two months' rent for the first year, for the second year the security deposit can equal no more than one month's rent. For the second year, the property owner must refund any amount in excess of one month's rent. The security deposit is to be returned to the tenant within thirty days of vacating the apartment. The tenant is required to submit, in writing, to the property owner a forwarding address to which to send the deposit. If the full deposit is not returned, the property owner must provide a list of the repairs and the costs.

Eviction: How can the property owner have you evicted from the apartment?

Lease guaranty: Must your rent payments be guaranteed by another party, such as parents?

Lease application: Is there a lease application? If the apartment application is accepted must you rent the apartment? At what point are you committed to renting it?

Facilities: What facilities are provided for tenant use on the premises? (For example, laundry rooms, bike storage, parking, guest parking.)

Repairs: Whom and how do you notify someone in case of emergency repairs? How quickly are repairs made to apartments?

Right to entry: Who has the right to enter the apartment? Must you let someone in if, at the time, it might not be convenient? Must you make your apartment available for other people to inspect if you are not renewing? In general, the landlord should be able to enter the apartment at reasonable hours with the tenant's permission.

Locks and keys: Are the locks changed in between residents? Are keys collected? What other doors does the key open? Are there deadbolt locks on the exterior doors of the apartment?

Lease obligation: Does the lease include other rules? (For example, no kegs, and a limit to the size of parties.)

Definition of tenant: You become a tenant when you make an agreement, either written or verbal, to pay money for the use of an apartment or house.

PROBLEM CLAUSES IN LEASES

WATCH OUT!

Any provision of a lease that tries to limit your legal rights is a problem and should be avoided. You should try to have these clauses removed from any lease. If the property owner refuses to take out these clauses, it may be worth your while to keep looking for another apartment.

Waiver of right to privacy: This allows the property owner to enter your apartment for any reason at any time with or without your permission.

Waiver of your right to a jury trial: This clause seeks to deny you the right to a jury trial in the cases of eviction or other lawsuit involving the property owner.

Waiver of your legal right to notice: This allows the property owner to evict you or change a term in your lease without adhering to the legal time limits required in certain situations.

Waiver of your right to a day in court: This clause is often called a “confessed judgment.” This allows the property owner to go to court without you being present.

Waiver of other legal rights: This allows the property owner to put clauses in limiting your legal recourse against them.

Limitation of property owner liability: This clause limits the property owner’s liability for damages to tenants or their guests caused by the property owner’s neglect.

Prohibition of subletting: Does not permit the lessee to sublet the apartment.

Tenant agrees to pay for the property owner’s attorney fees and legal costs: This clause makes the lessee responsible for the legal fees if the tenant sues or has any other dispute over the lease.

HOW TO READ A LEASE

Read the entire lease and any additional agreements defensively.

Most leases are divided into sections and should be in a logical order. Be careful if the lease is confusing.

Be careful of sentences that begin with phrases such as “it will be considered a substantial violation,” or sentences or phrases that are in capital letters. These sections, if violated, may contain cause for eviction.

If you and the property owner agree on any changes or conditions in the lease, obtain them in writing, signed by the both of you. Do not expect verbal agreements to be honored.

Before you sign a lease, read any rules and regulations that may be referenced in the lease.

Require the property owner to provide you with a copy of the lease along with any rules and regulations.

DISPUTES WITH THE PROPERTY OWNER

If you have a problem with your property owner not living up to their lease obligation, you do have a legal means of gaining compliance.

Document any complaints or repair request that you make to the property owner. If you must ask for a repair twice or if there is a recurring problem, you should put the request in writing and you should keep a copy. On the third request, your letter should be sent by registered mail.

The local magistrate's office can provide you with information on your legal options regarding landlord/lease problems. Often people wait too long before contacting the magistrate's office for assistance.

Property owners cannot:

- sell a tenant's belongings as payment for rent owed
- lock a tenant out of an apartment without a court order.

DISPUTES WITH ROOMMATES

Remember, you liked this person when you signed the lease together. Try to work out problems by talking to each other and not to other people. Do not collect problems and then dump them on the other person all at once.

Try to be patient with each other. There will be times when even you are difficult to live with. If you do not believe this, ask your present roommate or parents.

If you cannot resolve a problem, seek out a mediator, such as a member of the Counseling Center staff, the Associate Vice President for Student Affairs and Dean of Students or another person who can be unbiased in the situation.

NOW THAT YOU HAVE SIGNED THE LEASE

Establish a monthly or semester budget. This will help you keep track of any excessive spending.

Contact the telephone company to have your service connected. In whose name is the phone going to be placed?

If you choose, contact Service Electric Cable Co. or satellite service to have the TV cable connected. Check with your landlord for restrictions.

Start to make a list of what items you will need for your apartment. During the summer, you might be able to pick up most of your supplies, such as dishes, cooking materials, etc., at sale prices.

Work out a move-in date with your apartment mates. The apartment will need to be cleaned regardless of how well the management has prepared it for your arrival.

Bring cleaning supplies with you to clean the apartment. Bathroom and kitchen supplies will be the most important.

Keep a list of needed repairs to turn in to the property owner. Call the property owner if a major repair is required, such as lack of hot water or a broken refrigerator.

Determine if your parents' homeowner's insurance covers your off-campus apartment. Do you need to purchase renter's insurance? You should have insurance for fire and theft. Property owners do not cover your personal belongings for theft, fire, or other damages.

EVICTION: Please consult with an attorney for legal advice

Can I be evicted? Yes, you can be evicted if (1) you violate a term of the lease, and/or (2) the term of the lease has expired and you do not have a new lease, and/or (3) the lease includes a clause permitting the landlord to evict you prior to its expiration.

Must I pay rent if I am being evicted? In general, anytime you are residing in the apartment, you must pay rent.

What is the legal process for eviction? If you do not vacate the apartment by the eviction date given to you by the landlord, they may file a complaint with the local magistrate. The magistrate will set a hearing date and notify both parties of the date and place. At the hearing you and your landlord may present evidence and witnesses. You may have an attorney represent you. The magistrate will decide if you are evicted and if you owe any rent or damages to the landlord. If you do not appear at the hearing, a decision is issued in your absence.

Can I file a claim against the landlord? Yes, but you should file the claim prior to the eviction hearing. Both claims will be heard at the same hearing.

Can I appeal the decision? Yes, both you and the landlord can appeal the decision within thirty days to the common pleas court. If the appeal is to contest the eviction, a bond may be required to be posted.

For more information on landlord-tenant laws, please contact an attorney or the local magistrate's office.

SAFETY AND SECURITY INFORMATION

Off-campus housing and property is not patrolled by King's College security office. College security is prohibited from entering property not owned or leased by the College.

You need to plan to provide for your own security and safety as an off-campus student. The following are some items to consider:

- It is your responsibility to make sure your apartment has working **smoke detectors**. There should be a minimum of two smoke detectors in each apartment, one of which should be located in the hallway outside of the bedrooms. If there are smoke detectors in the apartment or house when you move in, immediately replace the batteries (if not electrical operated). Batteries must be replaced once a year.
- Install a **carbon monoxide detector** in your apartment.
- Each apartment should have at least one **dry chemical fire extinguisher**. You cannot use water or soda fire extinguishers on grease or electrical units. There should be at least one fire extinguisher in the kitchen and one somewhere else in the apartment.
- It is unlawful in the city of Wilkes-Barre and other jurisdictions to use **padlocks** to secure bedroom doors. These locks can cause an individual to become trapped in a room in an emergency. If the door has a glass panel, require the property owner to install dead-bolt locks. Make sure there are locks on the windows.
- **Door hinges** should be on the inside of the apartment or house. Hinges on the outside can be removed and entry gained to the dwelling.
- **Whenever leaving your home, lock the doors and windows**, even if you are only going to be gone a minute.
- **If your residence is broken into or burglarized do not enter** and, do not touch anything, call the Wilkes-Barre Police first and wait for them to arrive.
- **When going on semester break** call the Wilkes-Barre Police to check your residence while you are away. Have mail that is delivered to you held at the local post office and newspaper deliveries stopped during break periods.
- Copy **serial numbers** of all valuables, especially TV's, stereos, computers and electronic equipment so they can be identified if stolen.
- **When going on semester break and vacations**, secure your valuables by taking them with you or storing them in a friend's home who will be present during the break time.
- **Do not buy merchandise** from people who are offering you a deal that sounds too good to be true. The deal will often backfire on you.

- When you plan to return to the apartment after dark, **leave a light on**
- Use light timers during break periods.
- **Vary the hours you leave and return** to your residence. A thief planning a break-in might watch in advance to see if there is a pattern when no one is at home.
- Always secure your **bicycle** properly.
- **Post emergency numbers** next to the telephone or in a visible place so that you will always know where they are.
 - **Do not carry large amounts of cash.** Also, do not keep large amounts of money in your dwelling.
 - Use the **automatic teller (ATM)** on the main level of the Sheehy-Farmer Campus Center. Avoid using the ATM machines on Public Square late at night.

WHEN A CRIME TAKES PLACE

Report all incidents of crime to the Wilkes-Barre Police Department, emergency contact number contact is 911. The police need to know if crimes are occurring in a specific section of the city. By reporting a crime, you may be helping to prevent its repeated occurrence. To contact the Wilkes-Barre Police Department call 911, the non-emergency number is 570-819-4916.

Theft, burglary, and non-victim crimes: Report the crime as soon as it is detected. Be able to tell the police the last time you saw the item, its model and make, serial number, and any engraved safety number.

Physical assault, sexual assault, rape and other violent crimes: Call the police immediately. If someone is seriously injured, the local ambulance should also be called. In the case of a sexual assault or rape, the victim should not wash and should go to the Emergency Room at Wilkes-Barre General Hospital. Try to give the police as much information as possible. In the case of sexual assault and rape, the victim is not required to talk with the police or file a complaint. In most cases of violent crimes, the Victims Resource Center will assist the victim both with counseling and support through any legal action the victim may choose to pursue.

Reporting Crime and Hate Incidents: Students are to report all incidents of crime on campus to the King's College security office by contacting the office at 570-208-5926 or through the College switchboard at 570-208-5900. Students who are victims of crime may file reports with the Wilkes-Barre Police at 911 and file complaints through the district magistrate's office located at 280 N. Sherman Street, telephone 570-825-8488. In accordance with Commonwealth Law, the College cannot file police reports or complaints with the magistrate's office on behalf of other individuals including students.

Students who observe or are a victim of a hate crime are to report any

incidents to the College Security and Safety Office at 570-208-5926 or 570-208-5900. A hate crime is an incident where the motivation in part or solely is based upon the victim's racial identity, ethnicity, national origin, gender, religion, disability, or sexual orientation. It is contrary to the mission of King's College to tolerate any action of intimidation, prejudice, or discrimination against another person. In accordance with the Higher Education Amendments of 1998, all hate crime incidents are reported on the College's annual crime statistics report.

Students who are victims of all crimes off campus are strongly encouraged to report the incident to the Wilkes-Barre Police at 911 in a timely fashion and notify the College Security and Safety Office at 570-208-5926 or 570-208-5900.

Confidential Reporting

Link: https://www.kings.edu/life_at_kings/dean_of_students/confidential_reporting

A confidential report provides the College with information regarding an incident but cannot result in an investigation without detailed information.

Students wishing the College to investigate an incident must make a report through Campus Safety and Security at 570.208.5900, Residence Life Staff at 570.208.5856 or the Dean of Student Office at 570.208.5875.

For alleged offenses of Sexual Misconduct/Title IX the Title IX Coordinators are available for consultation. The Title IX advisors are:

- o For complaints against employees or non-students: Director of Human Resources/Title IX- EEO Coordinator: Ms. Lita Piekara, Office: 181 North Franklin Street, telephone number: 570.208.5962, email address: litapiekara@kings.edu. Ms. Piekara has ultimate oversight of the Sexual Misconduct Policy.

- o For complaints against students: Title IX Assistant Coordinator: Associate Vice President for Student Affairs and Dean of Students: Mr. Robert McGonigle, Office: John Lane C.S.C. House, 166 North Franklin Street, telephone number: 570.208.5875, email address: rbmcgoni@kings.edu.

This form is not to be used to report emergencies. For emergency assistance, please contact the College switchboard (24 hours, everyday) at 570.208.5900 for Campus Security staff or the Student Affairs professional on call (During the fall and spring semesters excluding holidays/vacation periods) or 911 for the Wilkes-Barre Police, Fire/EMS.

If you would like to talk with a Confidential Advisor, acting within the professional standards of their profession, please contact the Counseling Center telephone 570.208.5873, Mr. Brian Cook at briancook@kings.edu or Mrs. Tina Arendash, at tinaarendash@kings.edu or Campus Ministry, Fr. Thomas Looney, C.S.C., College Chaplain at 570.208.5890 or 570.208.5836 or thomaslooney@kings.edu. These offices are available during normal college business hours.

WILKES-BARRE ORDINANCES

Noise: Wilkes-Barre has a noise ordinance, which states: “It shall be unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary, or unusual noise or any noise which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others, within the city.” (Municipal Code, Chapter 17, Article 1)

In general, noise that is plainly audible at a distance of fifty feet from the building, structure, or vehicle, between the hours of 11:00 p.m. to 7:00 a.m. is prohibited.

Unrelated residents sharing a dwelling: No more than four unrelated persons may share a dwelling (apartment, duplex, or house) if there is only one bathroom.

For specific information on city ordinances, please contact the City of Wilkes-Barre or the local magistrate’s office.

Parking: In many neighborhood areas of the city, there is permit parking for property owners. Often renters are not eligible to obtain permits for on street parking. Students who violate the permit parking law or meters should expect to be ticketed and towed.

Garbage: Apartments and houses that have city garbage service, which is all apartments except larger apartment units where the property owner may provide a dumpster, are required to use the blue city garbage bags that you must purchase at local stores or at Monarch Mart in the Campus Center. Other garbage bags will not be accepted. The violators will be fined by the city.

HEALTH SERVICES

Student Health Center (André Hall): Services are available to all full time students. Students who live off campus may use the Health Center by paying per visit. The fee for the visit will be billed to the student account. Students must have a student health form which includes a health history and physical exam performed within one year of matriculation on file to obtain treatment at the Student Health Center. For more information, contact the Student Health Center at 570-208-5852.

Health Insurance Information: King’s College requires that resident students, international students, and student athletes have medical insurance: **For all other students, health insurance is strongly recommended.**

King’s College provides referral to purchase an individual plan at a reasonable cost designed especially for those full-time undergraduate students who have no other form of health insurance. If you would like to receive more information regarding health insurance, please contact the Student Health Center at 570-208-5852.

Local physician: A listing of local doctors is available in the Yellow Pages of

the telephone book. Obtaining a local physician is advisable if you have a recurring health concern that requires ongoing treatment.

Kirby Health Center: This center is located a block from the College and provides a variety of medical services for eligible local residents.

Commonwealth Health, Wilkes-Barre General Hospital: General Hospital is the closest hospital to the campus. The Emergency Room is operated 24-hours a day.

Geisinger Medical Center Wyoming Valley is within fifteen minutes of campus and provides an emergency room operated 24 hours a day.

Urgent Care and other walk in health services are available in the area and can provide an alternative to the emergency room.

Counseling Center: The Center is located on the 6th floor of the Administration Building. The telephone number is 570.208.5873. The services of the Counseling Center are available to all full-time students.

STAYING INFORMED OF COLLEGE EVENTS AND NEWS

As an off campus student you will need to make sure you are informed of campus events and news. There are several actions you can take to keep yourself informed.

College email: Check your college email account each day for updates on activities campus news. Your college email account is a primary means of official communication from the College. It is your obligation to check your email. Students are accountable for all information and deadlines sent in emails to their King's College account.

Campus mailbox: If you are a full-time student, you have a campus mailbox in the Sheehy-Farmer Campus center. The Registrar's Office issues the mailbox number and combination; contact the office for the information.

Be on campus in between classes and look for postings on bulletins boards in academic buildings and the Sheehy-Farmer Campus center.

Emergency Notification System: Sign up for emergency notification system on the King's College web page for weather related notifications and emergency notifications. You must sign up for the service annually.

LOCAL EMERGENCIES

As an off-campus student, you are obligated to be responsible for your own well-being during any type of emergency.

If your off-campus apartment building, for example, is condemned or the city is evacuated by the threat of flooding, it is your responsibility to listen to local news reports and to keep informed regarding the emergency and your options to find shelter.

The College will assist students both on and off campus in emergencies. It is essential that you stay informed. The College does not have the means by which to communicate individually with over 250 off-campus students. In case of an emergency affecting your housing, please come to campus to report it. (In emergencies, the

switchboard can be difficult to contact due to the volume of calls.) Typically, the College places postings in the Sheehy-Farmer Campus Center, Holy Cross Hall Lobby, and/or Esseff Hall Lobby informing students of current information.

MEAL OPTIONS

Cooking: Are you going to cook for yourself? Are you and your roommates going to share meals? Who is responsible for shopping, preparing meals, and cleaning the kitchen after each meal? Many students, when moving off campus, believe they will save money by going off the board plan. Often students find that eating off campus is more expensive, because they go out for meals instead of cooking in their apartments. When planning your budget, do not try to cut your expenses on food costs.

Meal Plans: College life is hectic and schedules often change at the last minute! For your peace of mind, King's College offers several meal plans: two plans created especially for students living in apartments on and off-campus. Both include a block of meals and funds that can be used in our convenience store to supplement apartment living. For information on these meal plans and King's Cash contact the Office of Residence Life, Sheehy-Farmer Campus Center, 570-208-5856.

KING'S CASH

Every student has a King's Cash account established upon enrollment, prior to the beginning of their first semester. Deposits can be made through the Business Office, at the PHIL station located in the first floor lobby of the Sheehy-Farmer Campus Center or on-line at <https://kingscash-sp.blackboard.com/eaccounts/>. The on-line link can be found on the My King's page under resources. A discount is offered on all King's Cash purchases made in any of the College food service locations. There are also several local, off-campus vendors that participate in the King's Cash program such as CVS and Sheetz. Please see the brochure on the King's Cash program available from the Dining Service Office or Office of Residence Life for details concerning the program.

IMPORTANT - All meal plans must be arranged through the Office of Residence Life. The Business Office, Bursar, Student Accounts, Dining Service, and other offices cannot make any changes to a student's meal plan or billing. King's Cash deposits are made at the Business Office and the PHIL station located in the Campus Center, Main Lobby or on-line.

IMPORTANT TELEPHONE NUMBERS OFF CAMPUS

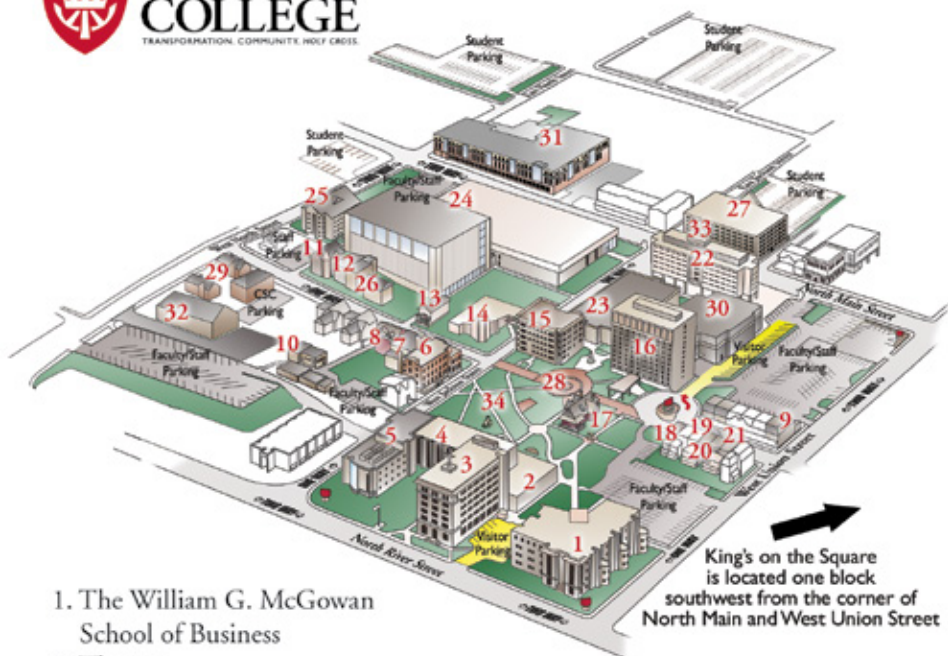
Wilkes-Barre Police Department.....	911
Police - Crime Prevention.....	570-208-4191
Wilkes-Barre Fire Department.....	911
Fire Department	570-208-4261
Ambulance.....	911
Helpline	570-829-1341
Wilkes-Barre General Hospital	570-829-8111
Geisinger Wyoming Valley Hospital.....	570-808-7300
Poison Control Center.....	1-800-222-1222
Victims Resource Center.....	570-823-0765
Service Electric.....	570-825-8508
Magistrate's Office (District 11-1-02)	570-825-8488
Mayor's Office.....	570-821-1170
Housing Bureau (Wilkes-Barre).....	570-825-6657
Nuisance Properties.....	570-208-4140

ON CAMPUS

College Switchboard	570-208-5900
Associate Vice President for Student Affairs/ Dean of Students Office.....	570-208-5875
Email: studentaffairs@kings.edu	
Campus Activities Office	570-208-5966
Student Health Service	570-208-5852
Residence Life Office	570-208-5856
Counseling Center.....	570-208-5873
Safety and Security Office	570-208-5926 or 570-208-5900
Care Team.....	570-208-5900 ext. 4444
Snow Line	570-208-5979



**KING'S
COLLEGE**
TRANSFORMATION. COMMUNITY. HOLY CROSS.



King's on the Square
is located one block
southwest from the corner of
North Main and West Union Street

1. The William G. McGowan School of Business
2. Theater
3. Administration Building
4. Mulligan Physical Science Center
5. Charles E. & Mary Parente Life Sciences Center
6. Marie Luksic Hall
7. John J. Lane House
8. Kilburn House
9. Graduate Division/
Center For Lifelong Learning &
Office of International Recruitment
10. Environmental Studies
11. Intern Housing
12. Moreau House/Student Housing
13. Sherrer House
14. J. Carroll McCormick
Campus Ministry Center (Chapel)
15. Hafey-Marian Hall
16. Holy Cross Hall
17. Hessel Hall
18. Athletic Recruitment Center
19. Study Abroad and Honors Program
20. ROTC
21. College Property
22. Esseff Hall
23. D. Leonard Corgan Library
24. Scandlon Physical Education Center
25. Leo Flood Hall
26. Human Resources
27. Alumni Hall
28. Monarch Court
29. Moreau Court
30. Sheehy-Farmer Campus Center
31. Thomas J. O'Hara Hall
32. André Hall (Student Health Center)
33. Office of Campus Safety and Security
34. O'Connor Park



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DIVISION OF STUDENT AFFAIRS