

The Official Guide to Off-Campus Living

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NOTICE: We made every effort to ensure that this guide was accurate as of the date of publication. Please note this guide is advisory; it is not a definitive statement of the law. Questions about the law's application to a particular case should be directed to a specialist. Questions, suggestions, or corrections regarding this publication should be directed to the Office of Student Life.

The University and the Community

Welcome

Welcome to the official Guide to Off-Campus Living! Moving off-campus can be an exciting and confusing time, so the Office of Student Life, Associated Students of Santa Clara University (ASSCU), and Bon Appétit bring you this guide to aid in your move. Please take time to review the table of contents on the previous page and the glossary at the back of this book. As you look through the guide, important information will be boxed or highlighted.

Santa Clara University and its students are part of the greater City of Santa Clara community. We work together to make our community a better place. As a student, you are expected to be a responsible citizen. Here are some ways you can extend the Santa Clara University community into your neighborhood:

- Get to know your neighbors (introduce yourself).
- Host a neighborhood potluck or barbecue.
- Invite a neighbor to an SCU theatre or sporting event.
- Offer to baby-sit for a neighbor with young children.
- Be respectful of your neighbors by keeping noise to a minimum.
- Pick up trash in your yard and surrounding areas.
- Exchange phone numbers with your neighbors.
- If problems arise, contact your neighbors before calling the police.

Housing

Living On-Campus versus Off-Campus

Deciding whether to live on or off campus is a significant decision. In addition to the conveniences, opportunities, and freedom that either option presents, you must also consider the responsibilities associated with both. In many ways, living off campus means you will assume more responsibilities such as, paying monthly bills, cooking and cleaning, and the responsibilities associated with living in a neighborhood that includes college students and non-students. Living off campus also has financial implications. Costs that are included in room and board charges for living on campus such as food, Internet, television/cable and utility bills are new expenses that you will have to consider and manage in addition to a monthly rent. The question for you to answer is, “Are you ready to live off campus and on your own?”

The following are estimated costs to keep in mind when deciding to move off-campus.

	Off-Campus	On-Campus	Commuter
Tuition	\$28,899	\$28,899	\$28,899
Room and Board ⁺	N/A	\$10,032	N/A
Books and Supplies	\$1,242*	\$1,242*	\$1,242*
Transportation	\$900*	\$738*	\$1,008*
Personal	\$2,340*	\$1,980*	\$2,700*

⁺ See average rent costs on the following page

* Estimated Figures

Utilities, including water, heat, electricity, gas, cable, Internet, and phone can be very expensive. Find out what, if any, utilities are included in your rent. There are some cost saving ways to lower your bills. For example, to save on your power bill, turn off lights when you leave a room, run major appliances after 7 p.m., and turn off the television or computer when you are not using it. You can use blankets and sweatshirts in the winter instead of turning on the heater.

In regards to your phone bill, if all your housemates are comfortable, consider making your own arrangements for long distance calls (e.g. cell phones or calling cards). See the Reference List in the back of this book for utility provider contact information.

Off-Campus Housing Listing

Check out SCU's housing listing on the Internet:

<http://www.scu.edu/studentlife/housing/>

Last Year's Off-Campus Housing Listings

Average Costs

The following prices are an average of the listings that the Office of Student Life received for posting on the Off-Campus website for the past year. Please note that monthly rents in the area vary and you may find rental costs to be more expensive than those listed.

Type of Listing	Monthly Cost
Shared room in an apartment	\$575.00
Shared room in a condo	760.00
Shared room in a house	542.00
Room in apartment	650.00
Room in condo	552.00
Room in house	597.00
Studio apartment	774.00
1-BDR apartment	929.00
1-BDR condo	1,388.00
2-BDR apartment	1,808.00
2-BDR condo	1,739.00
2-BDR condo	1,739.00
2-BDR house	1,544.00
3-BDR house	2,043.00

Before You Rent

Before renting off campus, you should determine what you want in a home and what, legally, you are entitled to. This will require you to know the meaning of several important terms that are commonly used in rental agreements. We have included a sample lease to help you learn what should be included and what to watch out for.

Make sure that you read your lease carefully!

Things to Look For

Written Rental Agreements

The written rental agreement specifies all the terms of the agreement between you and the landlord. For example, it states the rent, the length of time between rent payments, and the landlord's and your obligations. It may also contain clauses on pets, late fees, and length of notice.

The length of time between rent payments is important. It determines the amount of advance notice that the landlord must give you before raising the rent, changing other terms of the tenancy, or lawfully ending the rental agreement. The length of time between rent payments also determines how much advance notice you must give to the landlord before you move out of the rental unit.

Leases

Things to remember:

- A lease states the total number of months that the lease will be in effect.
- Most leases are in writing, although oral leases are legal. If the lease is for more than one year, it must be in writing.
- It is important to understand that even though the lease requires the rent to be paid monthly, you are bound by the lease until it expires.
- If you have a lease, the landlord cannot raise your rent while the lease is in effect, unless the lease expressly allows rent increases.
- The landlord usually cannot evict you during the period of the lease, except for reasons such as your damaging the property or failing to pay rent; however, check for any specific conditions in the document that may be listed as grounds for eviction.
- Even if the lease allows rent increases, the lease should specify a limit on how much and how often the rent can be raised.
- The disadvantage of a lease is that if you need to move, a lease may be difficult for you to break, especially if another tenant cannot be found to take over your lease.
- Before signing a lease, you may want to talk with a campus official, attorney, legal aid organization, or housing clinic to make sure that you understand all of the lease's terms, your obligations, and any risks that you may face.
- There is no "standard rental agreement" or "standard lease." Therefore, you must carefully read and understand the entire document before you sign it.
- The written rental agreement or lease should contain all of the promises that the landlord or the landlord's agent has made to you, and should not contain anything that contradicts what the landlord or the agent told you.
- If the lease or rental agreement refers to another document, such as "tenant rules and regulations," make sure you read a copy of it before you sign the written agreement.
- Don't feel rushed into signing.
- It is important to obtain the signatures of all tenants involved so that your friends are just as legally bound as you.

Key Items

The written rental agreement or lease should contain key items, such as the following:

- The names of the landlord and the tenant
- The address of the rental unit
- The amount of the rent
- When the rent is due, to whom it is to be paid, and where it is to be paid

- The amount and purpose of the security deposit
- The amount of any late charge or returned check fee
- Whether pets are allowed
- The length of time guests are allowed to stay in the rental unit without additional charges
- The number of people allowed to live in the rental unit
- Whether attorney's fees can be collected from the losing party in the event of a lawsuit between you and the landlord
- Who is responsible for paying utilities (gas, electric, water, and trash collection)
- Who is responsible for taking care of the yard (if there is one)
- Any promises by the landlord to make repairs, including the date by which the repairs will be completed
- The name and address of the authorized manager of the rental property and an owner (or an agent of the owner) who is authorized to receive legal notices for the owner. This information can be posted conspicuously in the building instead of being disclosed in the rental agreement or lease
- Whether you can sublet the rental unit
- The conditions under which the landlord can inspect the unit
- Whether you must park your car in a certain place

Tenant's Basic Legal Rights

Tenants have basic legal rights no matter what the rental agreement or lease states. These rights include all of the following:

- Limit on amount of security deposit that the landlord can require you to pay
- Limits on the landlord's right to enter the rental unit
- The right to a refund of the security deposit, or a written account of how it was used, after you move
- The right to sue the landlord for violations of the law, your rental agreement or lease
- The right to repair serious defects in the rental unit and to deduct certain repair costs from the rent, under appropriate circumstances
- The right to withhold rent under appropriate circumstances
- Rights under the warranty of habitability
- Protection against retaliatory eviction

Landlord: _____
Tenant(s): _____
Property: _____

IN CONSIDERATION of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the above-described property under the following terms:

1. Term. This lease shall be for a term of _____ beginning _____ and ending _____.

2. Rent. The rent shall be \$_____ per month and shall be due on or before the _____ day of each month. If the rent is received more than three days late, a late charge of \$_____ shall be paid.

3. Payment. Payment must be received by Landlord on or before the due date at the following address: _____ or such place as designated by Landlord in writing. Tenant understands that this may require early mailing. If a check bounces, Tenant agrees to pay a late charge of \$_____ and Landlord may require future payments in cash, money order, or certified funds. Tenant is hereby notified that default of financial obligations under this agreement may be reported to credit reporting companies and may result in derogatory information on Tenant's credit report.

4. Default. In the event Tenant defaults under any terms of this agreement, Landlord may recover possession as provided by Law and seek monetary damages.

5. Security. Landlord acknowledges receipt of the sum of \$_____ as security deposit. This deposit may not be used as last month's rent. Landlord may withhold from the security deposit amounts necessary to cover unpaid rent, damages to the premises caused by the Tenant beyond ordinary wear and tear and cleaning of the premises, if necessary. Within three weeks after Landlord retakes possession of the premises, Landlord shall furnish Tenant with a written statement itemizing the amounts withheld with explanation and returning any unused portion of the deposit to Tenant.

6. Utilities. Tenant agrees to pay all utility charges on the property except:

_____.

7. Maintenance. Tenant has examined the premises and has found them to be clean, safe, and in good repair and condition with the exception of the following (this is similar to the Room Condition Report for on-

campus residents):

_____.

Tenant agrees to return the premises to landlord at the termination of the tenancy in the same clean, safe, good repair and condition, except for normal wear and tear.

8. Locks. If tenant adds or changes locks on the premises, Landlord shall be given copies of the keys. Landlord shall at all times have keys for access to the premises in case of emergencies.

9. Assignment and Subletting. Tenant may not sublet the premises nor any portion of the premises, nor may tenant assign the agreement without written permission of Landlord.

10. Use. Tenant shall not use the premises for any illegal purposes or any purpose that will increase the rate of insurance and shall not cause a nuisance for Landlord or neighbors. Tenant shall not create any environmental hazards on the premises.

11. Lawn (check and initial). Tenant agrees to maintain lawn and other landscaping on the premises at tenant's expense. Yes _____ No _____ Initials _____

12. Liability. Tenant shall be responsible for insurance on his/her own property and agrees not to hold Landlord liable for any damages to Tenant's property on the premises.

13. Access. Landlord reserves the right to enter the premises in an emergency and also to inspect the premises as well as show the premises to prospective purchasers, tenants, and workers. Except in emergency, Landlord shall give tenant at least 24 hours notice and shall enter only between 8:00 a.m. and 6:00 p.m., Monday through Saturday, except holidays.

14. Pets. No pets shall be allowed on the premises except:

_____.

15. Waterbeds. No waterbeds or liquid-filled furniture shall be allowed on the premises without Landlord's written permission.

16. Occupancy. The premises shall be occupied as a residence only, and shall be occupied only by the following persons. (List all occupants, both adults and minors)

_____.

17. Parking. Tenant agrees that no parking is allowed on the premises except: _____

_____. No
boats, recreation vehicles or disassembled automobiles may be stored on the premises.

18. Furnishings. Any articles provided to tenant and listed on attached schedule are to be returned in good condition at the termination of this agreement.

19. Alterations and Improvements. Tenant shall make no alterations to the property without the written consent of the landlord and any such alterations or improvements shall become the property of the landlord.

20. Smoke detectors. Tenant shall be responsible for keeping smoke detectors operational and for changing battery when needed.

21. House Rules. Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of waste, animals, parking, and use of common areas. No loud or disruptive parties allowed. No indoor furniture shall be stored or used outdoors.

22. Attorney fees. In the event of legal action, the prevailing party (shall) (shall not) recover reasonable attorney's fees in addition to any other recovery.

23. Severability. In the event any section of the agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect.

24. Recording. This agreement shall be recorded in any public records.

25. Waiver. Any failure by landlord to exercise any rights under this agreement shall not constitute a waiver of landlord's rights.

26. Subordination. Tenants interest in the premises shall be subordinate to any encumbrances now or hereafter placed on the premises, to any advances made under such encumbrances, and to any extensions or renewals thereof. Tenant agrees to sign any documents indicating such subordination which may be required by lenders.

Attachments. The following attachments are incorporated and made a part of this agreement. (Tenant should initial)

A. _____

- B. _____
- C. _____
- D. _____

Entire agreement. This rental agreement, including the above initialed attachments, constitutes the entire agreement between the parties and may not be modified except in writing signed by all parties.

Owner or manager. The owner or manager for service is: _____

Witness the hands and seals of the parties hereto as of this _____ day of _____.

Landlord: _____

Tenant(s): _____

Before You Sign Your Lease

The Rental Application

Before renting to you, most landlords will ask you to fill out a written rental application form. The rental application is like an application for a job or a credit card. The landlord may ask you what kind of job you have, your monthly income, and other information that shows your ability to pay the rent.

A rental application usually asks for the following information:

- Names, addresses, and telephone numbers of your current and past employers
- Names, addresses, and telephone numbers of your current and past landlords
- Names, addresses, and telephone numbers of people who can give you a personal reference
- Your social security number

Credit Checks

The landlord or the landlord's agent will probably use your rental application to check your credit history and past landlord-tenant relations. The landlord may obtain your credit report to help him or her decide whether to rent to you. If the landlord obtains your credit report, the landlord must give you a copy of the report if you request it.

Application Screening Fee

When you submit a rental application, the landlord may charge you an application screening fee. Legally, this fee cannot be more than the landlord's actual out-of-pocket costs, and can never be more than \$30. The landlord must give you a receipt that itemizes his or her out-of-pocket expenses in obtaining and processing the information about you. The landlord must return to you any unused portion of the fee.

What is Unlawful Discrimination?

It is unlawful for a landlord to refuse to rent to a tenant or to engage in any other type of discrimination on the basis of group characteristics specified by law (such as race or religion) that are not closely related to the business needs of the landlord. Under California law, it is unlawful for a landlord, managing agent, real estate broker, or salesperson to discriminate against a person because of the person's race, color, religion, sex, marital status, national origin, ancestry, familial status, or disability. California law also prohibits discrimination because of a person's mental or physical disability, or because of personal characteristics, such as a person's physical appearance or sexual orientation, that are unrelated to the responsibilities of a tenant.

Limited Exceptions for Single Rooms and Roommates

If the owner of an owner-occupied, single-family home rents out a single room in the home to a roomer or a boarder, and there are no other roomers or boarders living in the household, the owner is not subject to the restrictions listed under unlawful discrimination. However, the owner cannot make oral or written statements, or use notices or advertisements that indicate any preference, limitation, or discrimination based on race, color, religion, sex, marital status, national origin, ancestry, familial status, or disability. A person in a single-family dwelling who advertises for a roommate may express a preference on the basis of gender if the roommate will share living areas (such as the kitchen, living room, or bathroom).

The landlord may ask you about the number of people who will be living in the rental unit. However, the practical rule is this: a landlord can establish reasonable standards for the number of people per square foot in a rental unit.

Landlord's and Tenant's Duty of Good Faith and Fair Dealing

Every rental agreement and lease requires that the landlord and tenant deal with each other fairly and in good faith; in other words, you and the landlord must be honest and reasonable with each other. This duty of good faith and fair dealing is implied by law in every rental agreement and every lease, even if it is not expressly stated.

How Much Money Can the Landlord Require as a Security Deposit?

For rental of an unfurnished rental unit, a landlord may require a maximum of two month's rent as a security deposit. For a furnished rental unit, a landlord may require a maximum of three month's rent. The landlord can require the tenant to pay this amount in addition to the first month's rent. If the tenant has a lease of six months or longer the landlord may charge a security deposit of up to six months' rent. (If the tenant has a waterbed or has a lease of six months or longer, the landlord legally may require a larger deposit. If the tenant has a waterbed, the landlord may charge an additional deposit equal to one-half month's rent along with a reasonable fee to cover administration costs.)

Pets

Before signing a lease, make sure you talk with your landlord about their pet policy. It is also a good idea to ask whether an additional security deposit is required for pets.

Renter's Insurance

Renter's insurance protects tenants against property losses, such as losses from theft or fire. It also protects tenants against liability (legal responsibility) for many claims or lawsuits filed by the landlord or others, alleging that the tenant has negligently (carelessly) injured another person or damaged the person's property.

Why You Should Consider It

Carelessly causing a fire that destroys the rental unit or another tenant's property is just one example of negligence for which you could be held legally responsible. You could be required to pay for the losses that the landlord or another tenant suffers. Renter's insurance would pay the other party on your behalf for some or all of these losses.

Your landlord probably has insurance that covers the rental unit or dwelling, but you shouldn't assume that the landlord's insurance would protect you. If the landlord's insurance company pays the landlord for a loss that you cause, the insurance company may then sue you to recover what it has paid the landlord. (If you use a waterbed, the landlord can require you to have a waterbed insurance policy to cover possible property damage.)

Make sure that you check with your parents to find out if you are covered under their homeowners' insurance and what the policy covers if something happens in your rental unit.

Things to Keep in Mind When You are Living in the Rental Unit

The Rent

Obtaining Receipts for Rent Payments

If you pay your rent in cash or with a money order, it's a good idea to ask your landlord for a receipt. Keep these receipts or your canceled rent checks so that you will have a record of your payments in case of a dispute.

Late Fees and Dishonored Check Fees

A landlord can charge a late fee to a tenant who doesn't pay rent on time. However, a landlord can do this only if the lease or rental agreement contains a late fee provision. The landlord also can charge the tenant a fee if the tenant's check for the rent (or any other payment) is dishonored by the tenant's bank.

Partial Rent Payments

You will violate your lease or rental agreement if you don't pay the full amount of your rent on time. If you can't pay the full amount on time, you may want to offer to pay part of the rent. However, the law allows your landlord to take the partial payment and still give you an eviction notice.

How Often Can Rent be Raised?

If you have a lease, your rent cannot be increased during the term of the lease unless the lease allows rent increases. If you have a periodic rental agreement, your landlord can increase your rent, but the landlord must give you proper advance notice in writing. The written notice tells you how much the increased rent is and when the increase goes into effect.

California Civil Code Section 827 (2003), requires that for an increase of rent (the combined total increase of rent for the prior 12 months) equal to or less than 10% a landlord must give a thirty days notice. Additionally, for a rent increase greater than 10% a landlord must give 60 days notice. A rent increase notice can be given either by mail or in person.

Furniture and Household Products

When it comes to moving into an apartment or house, there are a lot of items that you need to buy. One area that may seem overwhelming is furniture and household items. The best way to get around putting major money down on furniture is to find a relative or friend who is looking to get rid of their furniture. Another helpful tip is to check out garage sales for inexpensive buys. However, if none of this seems to work out for you, then maybe a good place to look would be at the local thrift stores around town. The sidebar at right shows a few of the places in the area that sell inexpensive furniture in decent condition.

Cheap Places to Purchase Furniture & Household Products

- www.craigslist.org
- www.ebay.com
- Goodwill Stores
 - 2800 El Camino Real
Santa Clara, 408-247-2800
 - 60 S. San Tomas Aquino Rd.
Campbell, 408-374-0682
- The Flea Market
1590 Berryessa Rd.
San Jose, 408-453-1110
- Salvation Army Thrift Store
 - 702 W. Taylor
San Jose, 408-298-7600

- 1522 S. Winchester Blvd.
San Jose, 408-374-2350
- Ikea
 - 1700 E. Bayshore Rd.
E. Palo Alto, 650-323-4532
 - 4400 Shellmound St.
Emeryville, 510-520-4532
- Target
 - 1600 Saratoga Avenue
San Jose, 408-871-7984
 - 20745 Stevens Creek Blvd.
Cupertino, 408-725-2651

Sharing Costs

Another important point is to make sure you talk over with your housemates who will be purchasing what items and how the items will be divided up at the end.

If you are moving into a house which students are currently occupying, it does not hurt to go by their house before they move out and see if they are leaving anything behind or if they are looking to sell any of their furniture.

Utilities and Upkeep

Ask the landlord who will be responsible for paying for utilities (gas, electric, water, and trash collection). Also, ask for a typical utility bill from past tenants to make sure that you can afford the total amount of the rent and the utilities each month. If the rental unit is a house or duplex with a yard, ask the landlord who will be responsible for taking care of the yard.

Refer to the “Resource Information” section for phone numbers of the utility companies that service the City of Santa Clara.

House Manager

If you are living with a group of people, think about assigning one person as the House Manager. This person can be responsible for ensuring that the rent and utilities are paid on time and they can also assign various responsibilities to house members (garbage detail, neighbor relations, etc.). In addition, the House Manager can represent your house if there is a problem with a landlord, neighbor, or utility company. Identify a substitute house manager in the event the regular house manager is away for a period of time.

Repairs and Responsibility

A rental unit must be fit to live in; that is, it must be “habitable.” California laws make landlords and tenants each responsible for certain kinds of repairs, although landlords ultimately are held responsible for ensuring that a rental unit is habitable.

Landlord’s and Tenant’s Responsibilities for Habitability and Repairs

General Rule: When a landlord (property owner) rents an apartment or a house to a tenant (renter), the rented property must be fit to live in. In other words, the rented property must be “habitable.” During the time that the property is being rented, the landlord must do maintenance work and make repairs that are necessary to keep it habitable. However, a landlord is not responsible to the tenant for repairing damage caused by the tenant, or the tenant’s family, guests, or pets.

What Kinds of Repairs Must a Landlord Make?

Landlords must repair problems that make a rental unit unfit to live in, or “uninhabitable.” Before renting a unit, a landlord must make the rental unit habitable.

What Kinds of Repairs Must a Tenant Make?

Tenants are required by law to take reasonable care of their rental units and common areas, such as hallways and outside areas. Tenants also must repair all damages that result from their neglect or abuse, and must repair damages caused by anyone for whom they are responsible, such as family, guests, or pets.

How Can a Tenant get the Landlord to Make Repairs?

If you believe that your rental unit needs repairs, and that the repairs are the landlord's responsibility, you should notify the landlord. It's best for you to notify the landlord of damage or defects by both a telephone call and a letter. There are various methods or remedies to ensure that your landlord makes repairs, including "repair and deduct," "abandonment," and "rent withholding." Refer to the "Glossary" on the inside back cover for more information on these remedies.

Landlord's Responsibilities

California Civil Code Section 1941 states that when a landlord rents property to a tenant as a place to live, the property must be in a habitable condition. Section 1941 also states that the landlord must repair problems that make the property uninhabitable—except for problems caused by the tenant or the tenant's guests, family, or pets. In order for the property to be habitable, it must have all of the following:

- Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors
- Plumbing facilities in good working order, including hot and cold running water, and connected to a sewage disposal system
- Gas facilities in good working order
- Heating facilities in good working order
- An electrical system in good working order with at least 2 outlets, or 1 outlet and 1 light fixture, in every room. (The bathroom requires only 1 light fixture.) Common stairs and hallways must be lighted at all times
- Buildings, grounds, and other areas and accessories that are sanitary, clean, and free from debris, filth, rubbish, garbage, rodents, and vermin
- Adequate trash receptacles in good repair
- Floors, stairways, and railings in good repair
- A working toilet, wash basin, and bathtub or shower. The toilet and bathtub/shower must be in a room that is ventilated, and that allows for privacy
- A kitchen with a sink, which cannot be made of an absorbent material (for example, wood)
- Natural lighting in every room through windows or skylights. Unless there is a ventilation fan, the windows must be able to open at least halfway
- Safe fire or emergency exits leading to a street or hallway
- Smoke detectors in all dwellings with more than one unit, and in common stair wells in apartment complexes

These are minimum requirements. Other conditions may make the rented property not habitable.

Tenant's Responsibilities

A tenant must take reasonable care of the rented property and the common grounds. This means that the tenant must keep those areas in good condition. A tenant also must repair all damage that he or she causes, or that is caused by the tenants' guests, family, or pets. California Civil Code Section 1941.2 requires the tenant to do all of the following:

- Keep the premises "as clean and sanitary as the condition of the premises permits."
- Use and operate gas, electrical, and plumbing fixtures properly. (Examples of improper use include overloading electrical outlets, flushing large, foreign objects down the toilet, and allowing any gas, electrical or plumbing fixture to become filthy.)
- Dispose of trash and garbage in a clean and sanitary manner.
- Do not destroy, damage, or deface the premises, or allow anyone else to do so.
- Do not remove any part of the structure, dwelling unit, facilities, equipment, or accessories, or allow anyone else to do so.

- Use the premises as a place to live, and use the rooms for their proper purposes. For example, the bedroom must be used as a bedroom and not as a kitchen. A garage cannot be used as a bedroom or living room. The presence of any type of heater in the garage makes it a dangerous and illegal place to sleep.

If the tenant does not perform these duties and causes the property to become uninhabitable, the tenant cannot require the landlord to repair the property to make it habitable. Similarly, the tenant cannot require the landlord to repair the property if the tenant substantially interferes with the landlord's ability to repair defects. In addition, the landlord is not obligated to repair damage caused by the tenant's own carelessness.

Problems

Tenant's Notice to End a Periodic Tenancy

To end a periodic rental agreement, you must give your landlord proper written notice before you move. If you pay rent monthly, you must give written notice at least 30 days before you move. If you pay rent every week, you must give written notice at least seven days before you move. You must follow these timelines unless your rental agreement provides for a shorter notice period. To avoid later disagreements, date the notice, state the date that you intend to move, and make a copy of the notice for yourself. You can give the landlord notice any time during the rental period, but you must pay full rent during the period covered by the notice.

When Can the Landlord Enter the Rental Unit?

California law states that a landlord can enter a rental unit only for the following reasons:

- In an emergency
- When the tenant has moved out or has abandoned the rental unit
- To make necessary or agreed-upon repairs, decorations, alterations, or other improvements
- To show the rental unit to prospective tenants, buyers, or lenders, or to provide entry to contractors or workers who are to perform work on the unit
- If a court order permits the landlord to enter

Maintain Open Communications

Sometimes discussing your problems with your landlord will be enough. Try to create and maintain open communication lines with your landlord or property manager.

Except in the first two situations above (emergencies and abandonment), the landlord must give the tenant reasonable advance notice before entering the rental unit, and can enter only during normal business hours (generally 8 a.m. to 6 p.m. on weekdays).

The law considers an advance notice of 24 hours to be reasonable in most situations. The tenant can consent to shorter notice and to entry at other times. Also, the landlord can give fewer than 24 hours notice when it is "impracticable" to give 24 hours notice (for example, the landlord tries to reach the tenant 24 hours in advance, but the tenant doesn't return the call).

Talk with your landlord. Communication is the key to avoiding and resolving problems. If you have a problem with your rental unit, it's usually best to talk with your landlord before taking other action. Your landlord may be willing to work out a solution.

If you have been dealing with an agent of the landlord, such as a property manager, you may want to directly contact the owner of the rental unit. The name and address of the owner and the property manager or the person who is authorized to receive legal notices for the owner, must be written in your rental agreement or lease or posted conspicuously in the building. You can also contact the County Assessor's Office for this information.

Remember: An honest and respectful discussion with your landlord can prevent little problems from becoming big ones.

Refer to the “Evictions” section for more information on avoiding problems and how to deal with your landlord when faced with an eviction.

Neighbors

It is important to remember that people of all different ages and backgrounds share the community. To help avoid conflicts with neighbors, make your best effort to get to know them when you move in. Laying the groundwork for a positive relationship will help avoid conflicts. In the event of a conflict between you and your neighbors, it is a good idea to first talk with them. Maybe set up a meeting so you can both share your thoughts. This gesture shows your willingness to work on misunderstandings and problems. Come up with a plan that would work for both of you. This means compromising to achieve a mutually positive outcome. If this does not work, try contacting school officials for advice or attend the NURC meetings and introduce yourself to community leaders. They can offer help also.

Before You Move Out

Security Deposits

Can a Security Deposit be Non-Refundable?

No. It is unlawful for a lease or rental agreement to make a security deposit “non-refundable.” A security deposit is always fully refundable if the tenant fulfills the obligations under the lease or rental agreement. However, if the tenant doesn’t keep his or her part of the bargain, the law allows the landlord to retain part or all of the security deposit to cover for damages.

How May the Landlord Properly use the Security Deposit?

If the tenant has damaged something that does not normally wear out or has substantially shortened the life of something that does wear out, the tenant may properly be charged the prorated cost of the item, taking into account how old the item was, how long it might have lasted otherwise, and the cost of replacement. The landlord can also use the security deposit to cover unpaid rent.

Itemized statement: California Civil Code Section 1950.5 (f): Within three weeks after the tenant has vacated the premises, the landlord shall furnish the tenant, by personal delivery or by first class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to the tenant.

Costs of cleaning: The reasonable costs of cleaning the rental unit may be deducted from the tenant’s security deposit. Reasonable cleaning costs would include the cost of such things as eliminating flea infestations left behind by the tenant’s pets, oven cleaning, removing decals from walls, removing mildew in bathrooms, and defrosting the refrigerator. Many landlords will allow tenants to clean the property and return it to the original condition. Check to see if this option is available to you. If so, ask the landlord to put it in writing.

Carpets and drapes: Ordinary wear and tear to carpets or drapes does not justify a charge against the tenant’s deposit. Such ordinary wear and tear would include simple wearing down or aging of carpet or drapes because of normal use, and would include moderate dirt or spotting. In contrast, large rips or indelible stains would justify a deduction from the tenant’s security deposit for replacing or repairing the carpet or drapes.

Repainting of walls: The following is one approach used successfully by a landlord when a tenant moves out and repainting is necessary: 6 months = full costs of labor and materials; 6 months to 1 year = two-thirds; 1 to 2 years = one-third; 2 years or more = no deduction. If the tenant lived in the rental unit for two years or more, the tenant would never be charged for any repainting costs. The National Property Manager Association states that paint has a life expectancy of three years, and would not deduct for painting costs if the painting were three years old.

Other damage to walls: Generally, minor marks or nicks to the wall are the landlord’s responsibility as normal wear and tear. Therefore, the tenant should not be charged for such marks or nicks. However, a large number of holes in the wall and ceiling that require filling with plaster or otherwise patching and repainting could justify withholding money from the security deposit, depending upon whether the unit needed repainting or had just been painted. Normally, large marks or paint gouges are the responsibility of the tenant.

Furniture Removal

SCU and ASSCU have teamed up with the City of Santa Clara to offer special services at the end of the year to help you discard unwanted furniture free of charge. Contact ASSCU (554-4410) or the Office of Student Life (554-4583) for more information and look for announcements towards the end of the academic year.

Evictions

Avoiding Evictions and Problems

- Talk with your landlord. Sometimes discussing your problems will be enough. Try to create and maintain open communication lines with your landlord or property manager.
- Write a letter. If discussing the problem with the landlord doesn't solve it, and if the problem is the landlord's responsibility, you should write a letter to the landlord. The letter should describe the problem, its effect on you, how long the problem has existed, what you may have done to remedy the problem or limit its effect, and what you would like the landlord to do. You should keep a copy of this letter.
- Use a tenant remedy. If you don't hear from the landlord after you send the letter, or if the landlord disagrees with your complaint, you may need to use one of the tenant remedies (refer to the "Glossary" on the inside back cover to view these remedies). The length of time that you should wait for the landlord to act depends on the gravity of the problem. Normally, 30 days is considered appropriate unless the problem is extremely serious.
- Involve a mediator or arbitrator. Sometimes, it's helpful to involve a third party, such as a mutual friend or a trained mediator or arbitrator. If the problem truly cannot be resolved by discussion, negotiation, and acceptable compromise, then each party can look to the remedies provided by the law. Mediation services are listed in the yellow pages of the telephone book under Mediation Services.
- The Law. If the above steps fail to produce results, you should then consult legal services. Refer to the "Resource Information" section for a listing of some local legal services.

It is important to remember that an eviction can be noted on your credit report and adversely affect your credit standing. If a parent or guardian has co-signed the lease or if their name appears on the agreement, it is possible that their credit history could also be affected.

When Can a Landlord Terminate a Tenancy?

A landlord can end a month-to-month tenancy simply by giving the tenant 30 days advance written notice. However, the landlord can terminate the tenancy by giving the tenant only three days advance written notice if the tenant has done any of the following:

- Failed to pay the rent
- Violated any provision of the lease or rental agreement
- Materially damaged the rental property ("committed waste")
- Substantially interfered with the other tenants or neighbors ("committed a nuisance")
- Used the rental property for an unlawful purpose

Overview of the Eviction Process

If the tenant doesn't voluntarily move out after the landlord has properly given the required notice to the tenant, the landlord can evict the tenant. In order to evict the tenant, the landlord must file an unlawful detainer lawsuit in municipal court (justice court in some rural areas). Refer to the diagrams on the next two pages to view the eviction process in the cases of rent non-payment.

Subleases

You cannot sublease the rental unit unless the terms of the lease allow you to do so.

With a sublease, the agreement between you (the original tenant) and the landlord remains in force. You are still responsible for paying the rent to the landlord, and you function as a landlord to the subtenant. Any sublease agreement between you and a subtenant should be in writing.

If your rental agreement or lease prohibits subleases or assignments, you must get your landlord's permission before you sublease or assign the rental unit. Even if your rental agreement doesn't contain a provision that prohibits you from subleasing or assigning, it is wise to discuss your plans with your landlord in advance.

Under a sublease agreement, the subtenant agrees to make payments to you, not to the landlord. The subtenant has no direct responsibility to the landlord, only to you. The subtenant has no greater rights than you do as the original tenant.

To help avoid disputes between you and the sublessee, your agreement should be in writing and both you and the sublessee should sign it. The sublease agreement should include things like the amount and due date of the rent, where the subtenant is to send the rent, who is responsible for paying the utilities (typically, gas, electric, water, and telephone), the dates that the agreement begins and ends, a list of any possessions that you are leaving in the rental unit, and any conditions of care and use of the rental unit and your possessions.

It's also important that the sublease agreement be consistent with the lease, so that your obligations under the lease will be fully performed by the subtenant, if that is what you and the subtenant have agreed on.

Assignments

You cannot assign the lease unless the terms of the lease allow you to do so.

An assignment is a transfer of your rights as a tenant to someone else. You might use an assignment if you have a lease and need to move permanently before the lease ends. Like a sublease, an assignment is a contract between the original tenant and the new tenant (not the landlord). However, if you are going to assign your lease you should formally notify your landlord to establish clear communication.

What is the Difference Between an Assignment and a Sublease?

An assignment differs from a sublease in one important way. If the new tenant accepts the assignment, the new tenant is directly responsible to the landlord for the payment of rent, for damage to the rental unit, and so on. Nevertheless, an assignment does not relieve the original tenant of his or her legal obligations to the landlord. If the new tenant doesn't pay rent, or damages the rental unit, the original tenant remains legally responsible to the landlord.

Things to be Aware Of

Subleasing can be a beneficial option for many students, but it can also be a very difficult task to take on. If you are planning to study abroad or participate in an internship in another city, make sure that you start looking for a possible sublessor right away. Check with people that you know first. Subletting to someone you know and trust is usually your best bet because you are still responsible for the rental unit even though you are not living there and because you owe it to your housemates who will have to live with the sublesser that you select. Your name is still on the lease and therefore you are held accountable in case anything happens.

Things to Look for in a Sublessor

- Responsible
- Reliable
- Can afford the rent
- Someone you already know or an acquaintance
- Someone that has rented an apartment or room before (so they have some general ideas of what to expect and what is expected of them as a tenant)

Things to Keep in Mind

- Check with your landlord to obtain permission and to have a clause added to your lease if necessary.
- If you live with housemates or a roommate, make sure to include them in the selection process because they will have to deal with the person in your absence.
- Have the subletter sign a subletter contract, even if this is a person that you know well. There are examples of these contracts in the ASSCU office.
- Make sure your subletter knows about all the utilities and how much they may cost each month.

Finding a Sublessor

- Check with people that you know first.
- Ask your roommates, housemates, and friends if they know anyone who needs a place to live.
- Take advantage of word of mouth. Find out when your classmates will be returning from abroad or an internship and see if they need a place to live.
- Search or post online at the off-campus housing site through the Office of Student Life: www.scu.edu/studentlife/housing/.
- Also consider searching or posting online at <http://scu.dogears.net>
- Post or search “want ads” in the basement of Benson Memorial Center next to the housing office.
- If you are subletting make sure, if you are allowing opposite genders to sublease, that it works out (who is living in what rooms) with your roommate and your housemates.

Avoiding Disputes

To help avoid disputes between you and the subtenant, your agreement should be in writing and both you and the sublessee should sign it.

City Regulations & Laws and University Policies

Solid Waste Collection

Garbage

Place household garbage (non-hazardous solid waste) in the black garbage cart or dumpster for automated collection. Please remember not to leave trash surrounding dumpsters or otherwise block dumpsters as this will prohibit trash collection. Loose materials, such as ashes, sawdust, styrofoam packing materials, and pet waste, should be securely wrapped or bagged to prevent them from littering your neighborhood when carts are emptied. (Place trash and recyclables curbside prior to 7 a.m. on your collection day and make sure that you return cans/dumpsters to the house the same day, away from the curb, after pick-up).

Recycling

Use the provided recycling bin to recycle glass (food and beverage jars or bottles with their lids removed), #1 and #2 plastics (clear, opaque, or colored containers, including most milk and juice jugs, water bottles, detergent and shampoo containers) and metal (aluminum, tin, steel and bi-metal food or soft drink containers). Place newspapers in brown paper bags or bundle with string and set beside your recycling bin. Keep mixed papers (letter paper, magazines, junk mail, non-foil wrapping paper, cereal boxes, etc.) separate from newspaper and place in paper bags or bundle with string.

Sound Amplification

Amplified outdoor sound of live or recorded music or other sounds by more than normal household portable stereo equipment requires a permit from the City of Santa Clara. Permits are for single/one time events only. Permit request forms must be submitted with a payment of \$30 at least two weeks prior to the event. Use of amplified outdoor sound after 10 p.m. Monday–Saturday, or 5 p.m. on Sunday requires City Council approval.

The requirement is designed to help minimize neighborhood noise and make residents conscious of the need to be sensitive to those around them. Even with a permit, complaints from neighbors about the amplification can result in a police visit and the end of your event.

Amplified sound permit request forms can be obtained and submitted at the Municipal Services/Business Tax Division window of the finance department in City Hall, 1500 Warburton Avenue. You may also obtain a permit form online at <http://cho.ci.santa-clara.ca.us/40814.html>.

All permit request applications for residential addresses are checked with the Police Department Records Division to determine whether there have been disturbances at that location in the past year. Previous violations can be a reason for denial of the amplified sound permit. For information call the Business Tax and License Department at 408-615-2310.

Outdoor Property Maintenance

There are a number of property codes that apply to all residents in the City of Santa Clara. Some of the more frequent complaints of code violations that have surfaced in the past include parking on the front lawn, failing to return dumpsters to the side yard, couches on the lawn, and trash piled up after a party or on a neighbor's property. These are violations that can be avoided if you are aware of city codes, maintain the appearance of your property, and if you have a respectful relationship with your neighbors. For more information, see the "City Code Violations" section.

Neighborhood–University Relations Committee (NURC)

The Neighborhood–University Relations Committee (NURC) is charged with opening communication lines between the community and Santa Clara University in order to identify issues and foster a positive relationship between the campus and nearby residents and property owners. The Committee meets several times a year.

NURC includes the Mayor and two Council members from Santa Clara, as well as student and staff representatives from SCU and residents who live in the neighborhoods adjacent to the school. In addition, several City departments attend the committee meetings on a regular basis, including representatives from the Police Department, Planning & Inspection Department, City Attorney's Office and City Manager's

Office. NURC meetings are open to the public. Students are encouraged to attend and can contact the Office of Student Life (554-4583) for the NURC meeting schedule.

Parties

Party Right

Everyone has the “Right to Party”...but only if you are at least 21 years old can that include alcohol. However, having the right to party and knowing how to “Party Right” are two different things. “Party Right” is a brochure targeted at off-campus and upper-class students on how to have fun, entertain friends, and even drink alcohol, without violating state or local laws, the student code of conduct, aggravating neighbors, damaging property, or most importantly endangering yourself or others. “Party Right” is available in the Office of Student Life and through the Website at www.scu.edu/studentlife.

Party Goers

- Be considerate of surrounding neighbors by keeping your voice at a moderate level when walking to and from a party.
- Remember that people in the neighborhood work hard and spend a lot of money to maintain their yards. Please use the sidewalks and crosswalks whenever possible.
- You live here too! Take pride in our community by not littering on the streets or on private property.
- Be aware! Regardless of your age, it is against the law to leave a party with an open container of alcohol. The Santa Clara Police Department has a zero-tolerance policy for people possessing open containers in public. Also, anyone who is drunk in public will be arrested.

Party Throwers

- Always get a sound permit when planning a party that includes sound amplification. Refer to “City Regulations” in this guide for more information on the sound permit.
- Keep your neighbors informed: If you are planning an event, let your neighbors know at least 2 days in advance so they can expect increased noise and traffic.
- Try to reduce the noise as much as possible by closing doors and windows and keeping guests inside. Remember there is a disturbing the peace ordinance between the hours of 10:00 pm and 7:00 am.
- Provide options for your neighbors on the party night. Free movie passes, for instance, might make the evening more enjoyable for them.
- It is a good idea to have one or two people to help monitor loud guests and trash.
- Know your lease restrictions. If there is a clause in your lease about hosting parties or creating other public disturbances, your gathering could put your lease in jeopardy and you could face eviction.
- It is illegal to serve minors alcoholic beverages. Party throwers will be held accountable for providing alcohol to minors. You can be fined up to \$1,000 and/or imprisoned for up to 6 months.

Alcohol Laws and Ordinances

State Laws

- 415 PC — Disturbing the Peace (Misdemeanor) — Maximum penalty 90 days in County Jail and/or \$400 fine
- 647f PC — Public Intoxication (Misdemeanor) — Maximum penalty 6 months in County Jail and/or \$1,000 fine
- 23300 B&P — Sales of Alcoholic Beverages Without a License (Pay Parties) (Misdemeanor) — Maximum penalty 6 months in County Jail and/or \$1,000 fine
- 25662 B&P — Possession of Alcohol by a Minor (Misdemeanor) — Maximum penalty 6 months in County Jail and/or \$1,000 fine
- California Vehicle Code Section 23152 (b) — Driving Under the Influence (Misdemeanor) — Maximum penalty 6 months in County Jail and/or \$1,000 fine. Additionally, persons under the age of 21 who are operating a motor vehicle and are determined to have the presence of any alcohol in their person shall be served with a notice of suspension of their driving privilege immediately.
- 451 PC — Arson (Felony) — Penalty minimum of 16 months to a maximum of 9 years in state prison (e.g., couch burning)

The Santa Clara Police Department notifies the Office of Student Life of misconduct by students off campus. In such instances, students are sanctioned through the university judicial system.

Municipal Laws

First Response Ordinance

Section 9.05.020 (a)	First Response	No Fee
Section 9.05.020 (b)	Second Response within 48 hrs.	\$500.00
Section 9.05.020 (b)	After 48 hrs. within 30 days of 1st.	\$150.00
Section 9.05.020 (b)	3rd Response within one year	\$300.00
Section 9.05.020 (b)	4th Response within one year	\$600.00
Section 9.05.020 (b)	5th Response within one year	\$900.00

Disturbing the Peace Ordinance

(Between the hours of 10 pm–7 am within 100’ of a residence)

Section 9.05.010 (c)	First Offense	\$150.00
Section 9.05.010 (c)	2nd Offense within one year	\$300.00
Section 9.05.010 (c)	3rd Offense within one year	\$600.00
Section 9.05.010 (c)	4th Offense within one year	\$900.00

Fees above apply to Administrative Citations. For subsequent offenses, Public Nuisance laws apply and may be prosecuted criminally, civilly, or administratively.

- Santa Clara Municipal Ordinance Section 9.05.040 — Drinking Alcoholic Beverages in a Public Place
(Misdemeanor) — Maximum penalty \$1,000 fine
- Santa Clara Municipal Ordinance Section 9.05.110 — Minors Consuming and/or Possessing Alcoholic Beverages / Providing Alcoholic Beverages to Minors (Misdemeanor) — Maximum penalty 6 months in County Jail and/or \$1,000 fine
 - (a) No person under 21 years shall possess an alcoholic beverage at a private gathering.
 - (b) No person shall permit, allow or host a private gathering where alcoholic beverages are possessed or consumed by persons under 21 years.

University Response to Off-Campus Misconduct

Misconduct that arises off campus in which a student is detained, arrested, cited, or otherwise charged with violations of local, state, or federal laws that materially or adversely affect the individual’s suitability as a member of the Santa Clara University community is a violation of the Student Conduct Code.

All members of the Santa Clara University community are expected to conduct themselves in a manner that is consistent with the goals of the institution and demonstrate respect for self, others, and their property. Students living off campus are members of this community and as such are representatives of the University to the community at large. In this regard, students living off campus maintain an equal measure of accountability to the values and expectations of all members of the SCU community as identified in the Student Conduct Code.

Whether living in or traveling through a neighborhood, or parking on a neighborhood street, students are expected to adhere to the same high standards of conduct and behavior that are consistent with the students’ developing role as responsible and accountable citizens. The University reserves the right to review student conduct that occurs off campus when such behavior is inconsistent with this expectation and the Student Conduct Code.

Sanctions for Off-Campus Alcohol Violations

(Excerpted from the Community Handbook)

A response by the Santa Clara Police Department or another law enforcement agency for any alcohol related misconduct that includes, but is not limited to, being intoxicated in public, drinking alcohol in public, minor in possession of alcohol, possession and/or use of a fake identification card, etc. will result in the following minimum sanctions:

First Offense

1. Educational Sanction: Options include, but are not limited to a paper, community program, community service, alcohol education class or program.
2. University Fine: \$75
3. Parental Notification

Second Offense

1. Disciplinary Probation
2. University Fine: \$100
3. Parental Notification

Additional Violation(s)

Any subsequent violation will result in an extension of Disciplinary Probation (if applicable), Deferred Suspension, Suspension, or Expulsion depending upon the nature of the incident and the student's overall judicial record.

If a student is cited for serving alcohol to a person under the legal drinking age or is detained or arrested by the Santa Clara Police Department or a similar law enforcement agency for an alcohol or other drug related violation, then the following minimum sanctions will be administered:

First Offense

1. Disciplinary Probation
2. University Fine: \$100
3. Parental Notification

Additional Violation(s)

Any subsequent violation will result in an extension of Disciplinary Probation (if applicable), Deferred Suspension, Suspension, or Expulsion depending upon the nature of the incident and the student's overall judicial record.

City Code Violations

The table is a resource list of agencies to call if you have a problem or emergency in your neighborhood. Keep in mind that SCU students living off campus are held to the same standard

as other residents of the City of Santa Clara. Your neighbors may call the appropriate authorities if they have a complaint about you or your guests. We encourage

you to look over this table and use it as a guide of how to avoid problems with your neighbors, landlords, and authorities.

Safety

Many students never stop to consider the security of their apartment until they actually move in. The Santa Clara Police Department will provide students with crime prevention information upon request. Their Web site is www.scpd.org and the Campus Safety Services Web site is www.scu.edu/cs. When you look at off-campus housing, you may want to ask some questions of the landlord and the tenants that currently live there, such as:

- Have there been any thefts, robberies or attacks in or around your apartment building?
- If so, what has been done to ensure that this did not happen again?
- Does Santa Clara Police Department regularly patrol this area?
- How often are the locks changed in the building and who has copies of the keys?

Door Safety/Locks

Thirty-three percent of burglaries occur because a door or window was left open or unlocked. The door is the means of entry for an intruder in 80 percent of all break-ins. Make sure that your door is locked at all times. When looking at rental units, look at the types of doors that are used — are they steel or solid wood doors? These are the safest doors you can have.

The key-in-the-knob spring bolt lock offers you very little protection because it can be easily opened with a knife or credit card. Be sure to take extra precaution if this is the only means of safety in your rental unit. Ask your landlord to have additional locks put in place.

The dead-bolt lock features a metal bolt, which when engaged, fits into the plate of the door frame. The combination of the two locks is your best bet for safety.

Windows

All windows should be secured. Thieves have been known to carry ladders to enter windows above ground level. The most vulnerable type of window is the double-hung window (when one or both panels will slide up). Consult your landlord before you try to make your windows more secure. Here are a few options you may want to discuss.

- A window lock with a key will prevent the window from being opened even if the glass is broken. If you are concerned, ask your landlord to install this type of lock.
- Double-hung windows can also be secured by a large nail or bolt inserted into the window track or in a hole drilled through the window frame. A duplicate on the other side of the window frame will add additional security. You can have the landlord drill holes in the window at various heights for ventilation.
- Installing an alarm is a good idea and many are quite affordable. Once again, check with your landlord before installing any system.

Fire Safety

- Be careful of all smoking materials.
- Do not overload electrical outlets — use surge protector outlet strips.
- Clear all trash out of your living area. This will also help to keep bugs and rodents away.
- Exercise caution around your gas stove or any other open flame.
- By law, your apartment must have a smoke detector unit in each room. Be sure to test the batteries monthly and charge or replace them annually.

When You are Inside Your Home or Apartment

- Never let a stranger in!
- It is not a good idea to display your name on your mailbox or front door. If it is impossible to avoid this, then use only a first initial and last name.
- Avoid lending your keys to others.
- Request that your landlord change the locks if you lose your keys. You may have to pay for this but your safety is worth it.
- Engrave your driver's license number on all valuables.
- Check to see if you and your belongings are protected by your parent's insurance. If not, you may want to purchase renter's insurance, which is relatively inexpensive and available through most insurance companies.
- Do not leave outgoing mail at your mailbox for pickup. Mail should be dropped off on campus or in a U.S. curbside mailbox. On-line banking is suggested as an alternative to sending payments in the mail.
- Make sure all of the rooms have locks to close off parts of the house to guests.
- Do not leave front or rear doors open and unsupervised.

Campus Safety

Take advantage of the escort service provided by SCU Campus Safety Services. You can reach the office from any of the emergency phones located on campus or by dialing 408-554-4444. During late-night hours, don't walk around campus or to your apartment by yourself. Campus Safety will escort you to your off-campus residence if you live within a two-block radius of the University. The Campus Safety Services office is located in the parking structure between the campus main drive and the Pat Malley Fitness Center.

Don't Forget

- Check out the neighborhood at night (lighting, neighbors, etc.).
- Make sure the rental unit is well lit outside.
- Where will you park your car? Is there available street parking or a nearby parking lot?
- Are the bushes around the rental unit trimmed (so they cannot serve as hiding places)?

Apartment Safety

Just because the complex you've moved into seems safe, doesn't mean you shouldn't follow extra safety precautions. The following is a list of safety tips to help you keep your apartment extra safe.

Do

- Let a neighbor or friend know when you are going out of town so that he or she can keep an eye on any suspicious activity going on around your apartment. You and your neighbors can have a buddy system.
- Report bad lighting, overgrowth of landscaping (if it looks like someone can hide in it) and broken locks. Your property manager is responsible for providing you with working locks and a safe outdoor environment, but you are responsible for letting him/her know about any problems with these things.
- Report suspicious characters to the management or the authorities. This is not to say you should report every person you don't recognize, but there's a difference between not recognizing someone and recognizing a potential threat.
- Lock your car door. Even if you're only running inside to grab a jacket, you need to keep your car secure.

Don't

- Leave a note on your door or mailbox indicating your absence, such as “I’ll be back in ten minutes...”
- Advertise that you live alone. Use initials on your mailbox and for your telephone listing. Criminals look for easy targets. Don’t make yourself one.
- Put your valuables on display. Keep your valuable objects in a place that cannot be seen through your apartment window.
- Leave valuables in plain sight in your car.

Recipes from Fr. Locatelli

Pasta con Pesto

Pesto

- 1 cup “medium” chopped (not creamed) fresh basil
- a little chopped parsley (optional)
- 1/2 to 1 head of chopped garlic
- a few chopped pine nuts or walnuts (optional)
- 1/2 or so cup olive oil
- 6 tablespoons unsalted butter, softened (margarine is acceptable)
- 1/2 cup romano or parmesan grated cheese
- salt and pepper to taste

Note: Amounts are approximate, depending on emphasis of flavors

Directions

1. Cook chopped garlic in olive oil for about 5 minutes.
2. Mix fresh basil, garlic, butter pine nuts and olive oil.
3. Add a very little salt or none at all and pepper to taste.
4. Add some of the grated cheese, leave the rest for people to put on their own.

Pasta

Cook the pasta al dente, drain and return to pot, add pesto and mix, pour into bowl and sprinkle romano and parmesan grated cheese over the top. You can use any kind of pasta: linguini, angel hair, gnocchi, ravioli, etc.

Serve immediately.

Pasta with Tomato, Garlic and Basil

Pesto

- 1/2 to 1 head of chopped garlic
- 2 or 3 tomatoes chopped
- 1 cup “medium” chopped fresh basil
- 1/2 or so cup olive oil
- 1/2 to 1 cup of wine or beef bouillon
- 1/2 cup romano or parmesan grated cheese
- salt and pepper to taste

Note: Amounts are approximate, depending on emphasis of flavors

Directions

1. Cook chopped garlic in olive oil for about 5 minutes.
2. Add wine or beef bouillon a reduce the liquid at a low heat.
3. Add chopped tomatoes and turn off heat (do not cook the tomatoes but merely get them warm).
4. Mix fresh basil and remaining olive oil.
5. Add a very little salt or none at all and pepper to taste.
6. Add some of the grated cheese, leave the rest for people to put on their own.

Pasta

Cook the pasta al dente, drain and return to pot, add pesto and mix, pour into bowl and sprinkle romano and parmesan grated cheese over the top. You can use any kind of pasta: linguini, angel hair, gnocchi, ravioli, etc.

Serve immediately.

Rolled Veal Scallops del Noni

Serves 4 to 6 People

- 1-1/2 pounds veal scallops, pounded thin
- 1/4 pound butter at room temperature
- 1 teaspoon marjoram*
- 1/2 teaspoon thyme or oregano*
- 1/2 cup fresh parsley
- 3 cloves of chopped garlic*
- lemon wedge (optional)

Directions

1. Blend butter with dry herbs*, chopped garlic and 1/4 cup fresh parsley minced (parsley should be about 2 tablespoons when minced).
2. Spread evenly over veal scallops.
3. Roll up each scallop and secure with string.
4. In a skillet, brown each scallop for 1 to 1-1/2 minutes in olive oil, and then roast at 375° F for 8–10 minutes. Alternatively, run a skewer through each roll and balance the skewers on the top of baking pan, begin at 500° F for 1 to 2 minutes to “seal” and then turn the oven to 350° F and roast for approximately 10 minutes. In either case, baste veal with pan drippings about halfway through cooking.
5. Remove string and skewers before serving. Garnish with 1/2 cup parsley sprigs and, if desired, lemon wedges.

* Herbs can be altered to suit taste; for example, a combination of fresh herbs like rosemary, thyme, sage and parsley or ready mixed dry Italian herbs. It is also possible to not include the garlic; it is recommended to first cook the garlic in olive oil for a few minutes before mixing with herbs.

Eggplant alla Domenica

Domenica is a wonderful Sardinian woman who appreciates excellent food and loves preparing superb feasts — not simply meals. Friends invited eight people to visit them in Sardinia where on August 8, 1998, Domenica prepared a feast consisting of twelve antipasti, gnocchi for the primi, and a roast piglet, crayfish, scampi and a whole sea bass for the secondi. We were too full to have — enjoy — her dessert. One of the antipasti was Eggplant alla Domenica.

- Eggplant — thinly sliced (around 1/4 inch) from 3 to 4 inches in diameter
- Mozzarella cheese — thinly sliced (around 1/8 inch)
- Anchovy
- Tomato sauce — already prepared for a pasta dish. [see example below]
- Olive oil
- Salt

Note: Quantities depend on the number of people — two slices would be sufficient for most people.

Directions

1. Grill eggplant.
2. Brush a little olive oil on both sides of the eggplant and place in a flat roasting dish.
3. Salt to taste — note that the anchovy are salty.
4. On each slice of eggplant, mozzarella cheese, one anchovy, and a dab of tomato sauce in the center (approximately 1 to 2 tablespoons). (This point can be done ahead of time.)
5. Preheat oven to 375° F and cook for 6 to 8 minutes.

Zucchini e Patate alla Domenica

Another wonderful and wonderfully simple dish was Domenica’s zucchini and potatoes dish.

- Zucchini — thinly sliced lengthwise
- Potatoes — thinly sliced crossways
- Chopped parsley
- Chopped garlic
- Salt to taste
- Extra Virgin Olive Oil (EVOO)

Note: Quantities depend on the number of people to be served. It should also be noted that Italians use a “hint” of sauces and spices, just enough to enhance the natural flavors, compared to Americans. Hence, I suggest not using a large amount of the parsley/garlic mix.

Directions

1. Mix together parsley, garlic and salt.
2. In a non-stick pan, cover the bottom (lightly) with EVOO.
3. In layers, (a) zucchini, (b) potatoes, and (c) parsley/garlic mix. The parsley/garlic mix should be “light,” Italians do not overdo spice. Repeat 2 or 3 more layers.
4. On top add EVOO.
5. Preheat oven to 375° F and cook for 20 minutes. Ready to serve.

Tenderloin of Pork with Plum Sauce

Serves 6 People

- 1 can of dark plums (drained, pitted and chopped)
- 4 to 6 fresh plums (cut in 8 pieces)
- 4 tablespoons of Chinese plum sauce
- 3 tenderloins of pork
- 1 to 2 cups juice (apple or cranberry)
- Salt and freshly ground black pepper

Directions

1. “Stew” with a low to medium heat the fresh, chopped plums in the juice (apple or cranberry) for 20 or some minutes.
2. Add the chopped plums and Chinese plum sauce and turn to low heat for about 10 minutes.
3. Cook the pork tenderloins either in the oven or BBQ as you wish (rare, medium or medium well).
4. Remove pork tenderloins from oven or BBQ. Place meat in a dish and cover with plum sauce and tent with foil to keep warm. Season to taste with salt and pepper.
5. Slice pork and arrange on platter. Spoon sauce over the meat.

How to Stay Involved on Campus

Student Involvement

It is never too late to get involved whether you are looking for a leadership position, a way to be physically active, or fine tuning a skill for resume. At Santa Clara University, there are many ways to get involved, such as community service, athletics, leadership programs, cultural events, and activism. Along with the student organizations listed below, there are over 80 clubs that plan open events and welcome all students to become members. You can always start your own club if there is something that interests you and does not already exist.

The Center for Student Leadership (CSL) was established in 1993 to provide SCU undergraduate students a resource center for leadership development and involvement. Check with the CSL (located in the basement of the Benson Center) for more information on these organizations.

PRAXIS

Looking for internships and other out-of-classroom learning experiences?

Check out PRAXIS for information about campus leadership, community-based learning, community service, co-ops, immersion, internships, research, and studies abroad.

Log onto www.scu.edu/praxis now to learn more about all of the great opportunities taking place outside of the classroom and make your college experience something to remember!

Chartered Student Organizations

- Activities Programming Board (APB), ext. 5448
- Associated Students of Santa Clara University (ASSCU), ext. 4410
- KSCU-FM, ext. 4413
- Santa Clara Community Action Program (SCCAP), ext. 4182
- Santa Clara Review, ext. 4484
- The Multicultural Center Programming Board (MCCPB), ext. 4926
- The Redwood, ext. 4051
- The Santa Clara, ext. 4852

City Departments

Specific Complaint	Department/Agency	Responsible Phone Number
Abandoned Vehicles	Police	408-615-4778
Animal control: dogs running at large (daytime), licensing and vaccination of dogs, dead or injured animals	South Bay Animal Control Svcs.	408-261-5401
Animal control: barking dogs, poisoning of animals, possession of fighting animals	Police/Dispatch	408-615-5580 (24 hr.) 9-1-1
Animals: too many, unsanitary conditions	Planning and Inspection	408-615-2411
Buildings, dangerous or substandard housing	Planning and Inspection	408-615-2440 408-615-2411
Door-to-door solicitation without a permit	Police	408-615-5580 (24 hr.)
Fire hazards/Emergency	Fire	408-615-4970 9-1-1
Garbage — illegal dumping	Planning and Inspection, Street	408-615-2460 408-615-3080
Garbage — overflowing containers	Planning and Inspection	408-615-2460 408-615-2411
Garbage — overflowing dumpsters at restaurants or grocery stores	County Health Department	408-299-6175
Garbage — overflowing dumpsters at apartments	Planning and Inspection, Street	408-615-2411 408-615-3080
Garbage cans not returned to side or back yard after pick-up	Street	408-615-3080
Graffiti	Planning and Inspection	408-615-3080
Graffiti Watch Hotline	Police	408-241-9495 (24 hr.)
Hazardous Waste — Residential	Street	408-615-3080
Hazardous Waste — Commercial/Industrial	Fire	408-615-4960
Hazardous Waste — Emergency (residential, commercial/industrial)	Fire	9-1-1 (24 hr.)
Noise abatement (after work hours)	Planning and Inspection	408-615-2460 408-615-5580
Shopping carts, abandoned	Street	408-615-3080
Signs, illegally posted	Planning and Inspection, Street	408-615-3080 408-615-2460
Smoking in buildings	Fire	408-615-4970
Storm drains — illegal dumping	Street After work hours — Fire	408-615-3080 408-615-4960 408-615-5580 (24 hr.)
Street trees — trimming or removal	Street	408-615-3080
Trees in power lines	Electric/Silicon Valley Power After work hours	408-615-5600 408-615-5640 (24 hr.)
Vegetation blocking sidewalk, obstructing signs, or obstructing vehicle sight lines	Engineering	408-615-3000

Vehicles, illegally parked on private property	Planning and Inspection Police	408-615-2460 408-615-4778
Vehicles, illegally parked on public streets	Police	408-615-5580 (24 hr.)
Weed abatement	Fire	408-615-4970
Zoning Ordinance questions	Planning and Inspection	408-615-2460
Other (for referral to the correct department)		City Manager's Office
	408-615-2219	

Local Business Information

The following businesses honor SCU's ACCESS card Flex.

Places to Eat

<u>Italian</u>	Charlie Blair's	940 Monroe Street Santa Clara, Ca (408) 423-9045
	Di Cicco's Italian Restaurant	2665 El Camino Real Santa Clara, Ca (408) 247-6161
	Mio Vicino Past & Pizzeria	1290 Benton Street Santa Clara, Ca (408) 241-9414
	Round Table Pizza	2615 The Alameda Santa Clara, Ca (408) 248-9123
	University Stuft Pizza	700 Bellomy Street Santa Clara, Ca (408) 296-1600 *one block from campus
<u>Mexican</u>	Henry's Fresh Mexican Grill	787 Franklin Street Santa Clara, Ca (408) 249-2922
	Mondo Burrito	3300 The Alameda Santa Clara, Ca (408) 260-9596
<u>Japanese</u>	Hatcho	1271 Franklin Mall Santa Clara, Ca (408) 248-0313
<u>Other Food</u>	Café Tandoor	341 Lafayette Street, Suite 101 Santa Clara, Ca (408) 246-3517
	City Lights Espresso	1171 Homestead Road, Suite 190 Santa Clara, Ca (408) 296-0415

Cramer's Bagels	495 El Camino Real, #131 Santa Clara, Ca (408) 246-7580
Hungry Hound	1000 Lafayette Street Santa Clara, Ca (408) 241-2756
Joy Cup	2281 The Alameda Santa Clara, Ca (408) 243-5688
Kabab Korner	2798 El Camino Real Santa Clara, Ca (408) 241-2444
Mission City Coffee Roasting Co.	2221 The Alameda Santa Clara, Ca (408) 261-2221
Neto's Sausage & Deli	3499 The Alameda Santa Clara, Ca (408) 296-0818
Quiznos	495 El Camino Real Santa Clara, Ca (408) 985-2253
Sara's Kitchen	1595 Franklin Street Santa Clara, Ca (408) 247-7272
Togo's	1000 Lafayette Street Santa Clara, Ca (408) 249-4723
University Chicken	2565 The Alameda Santa Clara, Ca (408) 241-2582
Wahoo's Fish Taco	3055 Olin Avenue San Jose, Ca (408) 244-3991
Wilson's Jewel Bakery	1285 Homestead Road Santa Clara, Ca (408) 244-1956
Yum-Yum Tree	797 Franklin Street Santa Clara, Ca (408) 241-2480

Hair Care

Millennium Hair Salon	1171 Homestead, Suite 110 Santa Clara, Ca (408) 984-2000
Salon Blu	2255 The Alameda Santa Clara, Ca (408) 246-4247
Salon 2001	1000 Lafayette Street Santa Clara, Ca (408) 241-1700
Unique Image Beauty Salon	1171 Homestead, Suite 110 Santa Clara, Ca (408) 984-2000

Other

Copy Craft	341 Lafayette Street Santa Clara, Ca (408) 247-4692
Rose Garden Auto Care	590 B Coleman Avenue Santa Clara, Ca (408) 243-6392

Santa Clara University

ASSCU	(408) 554-4410
Office of Student Life	(408) 554-4583
SCU Campus Safety	(408) 554-4441

Safety

City of Santa Clara

(408) 615-2200

Code Violations

Engineering	E-mail: engineering@ci.santa-clara.ca.us
City Manager	E-mail: manager@ci.santa-clara.ca.us
City Planning	E-mail: planning@ci.santa-clara.ca.us
Silicon Valley Power	E-mail: siliconvalleypower@ci.santaclara.ca.us
City Street Department	E-mail: street@ci.santa-clara.ca.us

Safety

Fire	(408) 615-4970
Earthquake Preparedness	(408) 615-2200 E-mail: fire@ci.santa-clara.ca.us
Police	(408) 615-4700 E-mail: police@ci.santa-clara.ca.us
Blackout	Electric Emergency Service – 24 hour: (408) 615-5640

Student Health

Cowell Health Center	408-554-4501
Counseling Center	(408) 554-4172
Rape Crisis Center	(408) 287-3000 (off-campus)
Suicide Hotline	(408)279-3312 (off-campus)
Kaiser Permanente Medical Center	(408)236-6400
O’Connor Hospital	(408) 947-2500
Santa Clara Valley Medical	(408) 885-6950

Utilities

Electricity	Silicon Valley Power – Santa Clara (408) 615-2300
Cable/Internet	Comcast (800) 945-2300
Water	City Water Utility (408) 615-2300
Gas	PG&E (800) 743-5000
Telephone	SBC Customer Service (800) 310-2355
Garbage/Recycling	Mission Trail – Garbage Collection (408) 727-5365

SCU Dining Services by BON APPÉTIT

Food for a Healthy Body, Satisfied Soul & Vibrant Community

In recognition of the importance of providing healthy food for a healthy body we have adopted the following practices:

- Our menus are created weekly by the onsite executive chef based on seasonal, regional fresh ingredients.
- Stocks, salsas and soups are made-from-scratch daily by the onsite culinary team.
- Chicken is anti-biotic free.
- Seasonal vegetables and fruits are utilized as first choice and are purchased fresh.

In dynamic commitment to social justice we have adopted the ^L following practices:

- We proudly serve “Uncommon Grounds” Fair Trade Coffee as an option at Mission Bakery + Café and exclusively at Jump Start Café Fair trade coffee ensures farmers a baseline price for their beans even in times of market bust. Fair Trade Coffee is also environmentally friendly.
- In partnership with the Monterey Bay Aquarium, we have adopted the Seafood Watch Guidelines for sustainable fisheries.
- We feature Bio-Pak to-go containers at Mission Bakery +Café and Market Square. Bio-Pak, made from responsibly managed forests, is a poly-coated paper product, like milk cartons, and can be recycled and composted. No old growth forests are used in harvesting of paper for use in Bio-Pak.

In appreciation that food offers the opportunity for commensality and shared community, we have adopted the following practices:

- All represented employees of Bon Appétit are paid in accordance with the Living Wage Guidelines of the City of San Jose.
- Produce is purchased through AmericaFresh in support of the local, farming community.
- We feature local artisan breads at Mission Bakery +Café and Market Square.
- SCU Dining provides five distinct gathering places to bring the community together.

Use your dining dollars at these locations to actively support Living Wage, Fair Trade, Local Farmers and Healthy, From-Scratch Food.

Jump Start Café

Designed for those on the go, the café offers healthy, fresh grab-and-go choices, including freshly prepared sandwiches, salads, seasonal fruit bowls and vegetable crudités along with energy bars and low fat cookies and brownies. Jump Start Café also features design-your-own smoothies, Fair Trade coffee and espresso drinks and a wide variety of bottled beverages.

Location: Parking Structure, Across from Malley Fitness Center
Hours: Mon. – Fri. 7:45 a.m. to 6 p.m.
Sat. & Sun. Noon to 6 p.m.

Mission Bakery + Café

At this gourmet bistro, the menu features a variety of signature sandwiches, freshly prepared with artisan breads, as well as a selection of ready-to-go green and pasta salads, sushi and fresh-cut fruit. Daily made-to-order specials are available for lunch and dinner and just-baked pastries, specialty desserts and frozen yogurt tempt for dessert or mid-day break. “Uncommon Grounds” Fair Trade coffee and espresso drinks are proudly served and an assortment of other beverage options includes Italian soda, bottled water and fountain beverages.

Location: Benson Memorial Center
Hours: Mon. 7 a.m. to 12:30 a.m.
Tues.– Fri. 7 a.m. to 9:30 p.m.
Sat. 8 a.m. to 9:30 p.m.
Sun. 8 a.m. to 12:30 a.m.

Market Square

Market Square is designed to showcase a wide range of flavorful, delicious offerings for breakfast, lunch and dinner in a casual dining setting. Visit At Home for traditional dishes such as macaroni and cheese or turkey and mashed potatoes. Exhibition offers your meal prepared to order. At Verde your salad is tossed to order with ingredients you have chosen from “The Wall” of fresh produce and toppings. At Roma, you’ll find Italian specialties and at Olé, you can enjoy bold south-of-the-border flavors. Market Square also offers Greens, a self-serve salad bar abundant with local, organic produce and toppings and a made-to-order Deli, so you can have your sandwich your way.

Location: Benson Memorial Center
Hours: Mon.–Thurs. 7 a.m. to 7:30 p.m.
Fri. 7 a.m. to 7 p.m.
Sat. 10:30 a.m. to 7 p.m.
Sun. 10:30 a.m. to 7:30 p.m.

The Cellar Market

Fill Your Fridge at this on-campus mini-market. Use your Dining Plus (ACCESS Flex or Cash also accepted) to pick up milk, fresh produce, deli meats and cheeses, popcorn, chips, ice cream, frozen yogurt and soda.

Location: Lower Level, Benson Memorial Center
Hours: Sun.–Thurs. 11 a.m. to Midnight
Fri. & Sat. 11 a.m. to 8 p.m.

The Bronco

The late night place to be! The Bronco features oven-fired, thin-crust specialty pizzas, both personal and 16” sizes, specialty subs, fryer-kissed appetizers (think golden chicken strips, mozzarella sticks and jalapeno poppers) and signature desserts. Enjoy Island Oasis blended, iced beverages, fountain beverages, espresso drinks, draft beer and wine by the glass. Dining Plus (along with cash, credit cards and ACCESS Flex) is accepted for food and non-alcoholic beverages.

Location: Benson Memorial Center
Hours: Tues. & Thurs. 9 p.m. to 12:45 a.m.
Wed, Fri, Sat. 9 p.m. to 1:45 a.m.
Sun. & Mon. Closed

Visit www.scu.edu/diningservices for more information from SCU Dining Services

Works Cited

City of Santa Clara Web Site

<http://www.ci.santa-clara.ca.us/>

Sections cited in: Solid Waste Collection, Sound Amplification, Outdoor Furniture, City Code Violations

Landlords' Rights and Duties in California

Talamo J.J. & Warda, M., Sphinx Publishing, Naperville, IL. 1998.

Sections cited in: Sample Lease, Evictions (flow charts)

Marquette University "The Tenants' Guide"

Sections cited in: Safety

Realty Times

http://realtytimes.com/rtnews/rtcpages/20001004_aptsafety.htm by Kate Kemp

Sections cited in: Safety

Santa Clara Police Department

Sections cited in: Alcohol Laws

State of California Department of Consumer Affairs Web Site

P.O. Box 989004, Sacramento, CA 95798-0004

http://www.dca.ca.gov/r_r/lanldtoc.htm

Sections cited in: Things to Look For, Before You Sign your Lease, Inventory Checklist, Glossary, The Rent, Utilities, Repairs and Responsibility, Problems, Security Deposits, Evictions

Credits

Thank you to the offices of Campus Safety Services, Housing and Residence Life, University Legal Counsel, Center for Student Leadership, The Office of Communications and Marketing, and the President's Office. Thank you also to the Santa Clara Police Department, the City of Santa Clara, Marquette University, Boston College, and Xavier University. A special thanks goes to Associated Students for their support of off-campus student issues and this project.

The Official Guide to Off-Campus Living is sponsored by:

Office of Student Life 500 El Camino Real
Santa Clara, Ca 95053-1500
(408) 554-4583
www.scu.edu/studentlife

ASSCU 500 El Camino Real
Santa Clara, Ca 95053-1500
(408) 554-4410
www.scu.edu/asscu

Bon Appétit 500 El Camino Real
Santa Clara, Ca 95053
(408) 554-4870
www.scu.edu/diningservices

Glossary

Abandon/Abandonment

The tenant's remedy of moving out of a rental unit that is uninhabitable and that the landlord has not repaired within a reasonable time after receiving notice of the defects from the tenant.

Arbitrator

A neutral third person, agreed to by the parties to a dispute, who hears and decides the dispute. An arbitrator is not a judge, but the parties must follow the arbitrator's decision (the decision is said to be "binding" on the parties).

Assign/Assignment

An agreement between the original tenant and a new tenant by which the new tenant takes over the lease of a rental unit and becomes responsible to the landlord for everything for which the original tenant was responsible. The original tenant is still responsible to the landlord if the new tenant doesn't live up to the lease obligations.

Credit Report

A report prepared by a credit reporting service that describes a person's credit history for the last seven years (except for bankruptcies, which are reported for 10 years). A credit report shows, for example, the amount(s) a person currently owes on his/her credit cards, whether the person pays his or her bills on time, has delinquent or charged-off accounts, has been sued, and is subject to court judgments.

Escort Service

Campus Safety provides escorts to an from SCU property during hours of darkness. The Watch Commander may limit the distance of the escort service off-campus based upon activity and staffing levels. Contact CSS for an escort.

Eviction

A court-administered proceeding for removing a tenant from a rental unit because the tenant has violated the rental agreement or did not comply with a notice ending the tenancy (also called an unlawful detained lawsuit).

Eviction Notice (or Three-Day Notice)

A three-day notice that the landlord serves on the tenant when the tenant has violated the lease or rental agreement. The three-day notice usually instructs the tenant to either leave the rental unit or comply with the lease or rental agreement within the three-day period.

Holding Deposit

A deposit that a tenant gives to a landlord to hold a rental unit until the tenant pays the first month's rent and the security deposit.

Landlord

A business or person who owns a rental unit, and who rents or leases the rental unit to another person, called a tenant.

Lease

A rental agreement, usually in writing, that establishes all the terms of the agreement and that lasts for a predetermined length of time (for example, six months or one year).

Lockout

When a landlord locks a tenant out of the rental unit with the intent of terminating the tenancy. Lockouts, and all other self-help eviction remedies, are illegal.

Negligence

A person's carelessness (that is, failure to use ordinary or reasonable care) that results in injury to another person or damage to another person's property.

Novation

In an assignment situation, a novation is an agreement by the landlord, the original tenant, and the new tenant that makes the new tenant (rather than the original tenant) solely responsible to the landlord.

Periodic Rental Agreement

An oral or written rental agreement that states the length of time between rent payments (for example, a week or a month) but not the total number of weeks or months that the agreement will be in effect.

Pro-Rated

A term that means divide proportionately.

Rent Withholding

The tenant's remedy of not paying some or all of the rent if the landlord does not fix defects that make the rental unit uninhabitable within a reasonable time after the landlord receives notice of the defects from the tenant.

Rental Agreement

An oral or written agreement between a tenant and a landlord, made before the tenant moves in, which establishes the terms of the tenancy, such as the amount of the rent and when it is due.

Rental Application Form

A form that a landlord may ask a tenant to fill out prior to renting that requests information about the tenant, such as the tenant's address, telephone number, employment history, credit references, and the like.

Rental Period

The length of time between rental payments; for example, a week or a month.

Rental Unit

An apartment, house, duplex, or condominium that a landlord rents to a tenant to live in.

Renter's Insurance

Insurance protecting the tenant against property losses, such as losses from theft or fire. This insurance usually also protects the tenant against liability (legal responsibility) for claims or lawsuits filed by the landlord or by others alleging that the tenant negligently injured another person or property.

Repair and Deduct Remedy

The tenant's remedy of deducting from future rent the amount necessary to repair defects covered by the implied warranty of habitability. The amount deducted cannot be more than one month's rent.

Retaliatory Eviction or Action

An act by a landlord, such as raising a tenant's rent, seeking to evict a tenant, or otherwise punishing a tenant because the tenant has used the repair and deduct remedy or the rent withholding remedy, or has asserted other tenant rights.

Security Deposit

A deposit or a fee that the landlord requires the tenant to pay at the beginning of the tenancy to protect the landlord, for example, if the tenant moves out owing rent, or leaves the rental unit damaged or less clean than when the tenant moved in.

Sublease

A separate rental agreement between the original tenant and a new tenant to whom the original tenant rents all or part of the rental unit. The new tenant is called a subtenant. The agreement between the original tenant and the landlord remains in force, and the original tenant continues to be responsible for paying the rent to the landlord and for other tenant's obligations.

Sublessee

A third party who receives by lease some or all of the leased property from a lessee.

Sublessor

A lessee who leases some or all of the leased property to a third party.

Tenancy

The tenant's exclusive right, created by a rental agreement between the landlord and the tenant, to use and possess the landlord's rental unit.

Tenant

A person who rents or leases a rental unit from a landlord. The tenant obtains the right to the exclusive use and possession of the rental unit during the lease or rental period.

Unlawful Detainer Lawsuit

A lawsuit that a landlord must file and win before he or she can evict a tenant (also called an eviction lawsuit).