



GUIDE TO FINDING HOUSING

(Adapted from a handbook produced by Boston University)

Familiarize & Prioritize:

- Take some time to fully explore the many housing options available to you.
- Familiarize yourself with your city and its surrounding communities.
- Identify a few key items that are important to you in your search for housing, and then rate those items in order of importance.
- Be prepared to make trade-offs; it is important to know what you want, yet be willing to make compromises if you discover that you have set unrealistic goals.

Take into consideration:

- Cost: Estimate how much you are able to afford on a monthly basis for rent, utilities, food, transportation, parking, and personal expenses.
- Location: Familiarize yourself with the many neighborhoods of your city. What is the maximum amount of time you are willing to spend commuting on a daily basis? Do you prefer an urban or suburban living environment?
- Transportation: Learn what type of public transportation is available to and from various neighborhoods.
- Roommates: In most cases, sharing an apartment with one or more roommates offers an economical alternative to the high cost of living alone. It is a common practice for individuals at a university to share apartments. You should decide whether or not this is an option you are willing to consider.
- Safety: Always determine your personal level of comfort in an area in which you are considering living. Try visiting the area at night to see what it is like. Ask others living in the neighborhood how they feel about the location.
- Style of Housing: Consider what type of apartment living will make you feel most at home. Does the idea of living in a large apartment community appeal to you? Are you willing to pay more for the amenities normally associated with that type of living? Would you prefer to live in a smaller apartment community? How about a single- or multi-family home?

Use Various Search Methods:

- Contact the appropriate office on your university campus.
- Investigate local apartment communities. Some of these may be the same listings you will encounter when working with a real estate agent. Any time you are able to make direct contact with a landlord or with a management company, you avoid having to pay a finder's fee, which can equal up to one month's rent.
- Search for apartments online. Numerous web sites enable apartment hunters to conduct searches online throughout the United States. For example, Craigslist.com and local on-line newspapers often contain many local listings.

- Contact a local real estate agent. Working with a real estate agent is often one of the best options for those with little time to dedicate to the search. A realtor can take you to view multiple apartments, alleviating the need for you to contact individuals and set up appointments ahead of time. In return for their services, realtors often charge a finder's fee, which can equal up to one month's rent.

Reevaluate:

After having viewed several apartments, it is always a good idea to reevaluate the original parameters you had set for your apartment search. Have the apartments you have viewed so far met your expectations? Do your goals seem realistic and attainable? Have you tried more than one search method?

The process of searching for an apartment generally requires a great deal of time and effort. If you find an apartment you like, be prepared to act quickly.

What to Take with You on Your Housing Search:

It is best to be prepared to make an offer at all times. If you find an apartment you like, it is generally wise to act quickly on your decision. Remember to bring the following items with you in order to expedite the application process:

- Checkbook
- Official Form of Identification
- Letter of Acceptance (or enrollment verification)
- Name and contact information of current and former landlord (if applicable)
- Name and contact information of personal and credit reference
- Name and contact information of current and former employer (AMIDEAST may verify your monthly stipend)
- Bank checking and savings account information
- Guarantor contact information (AMIDEAST **cannot** serve as a guarantor)

Typical Move-In Costs:

In many cases, first month's rent, last month's rent, and a security deposit are required upon move-in. In addition to these costs, if you find your apartment through a realtor you may also be required to pay a finder's fee of up to one month's rent. Keep in mind that **ONLY** a licensed real estate broker or salesperson can charge you a fee for the purpose of finding an apartment.

Apartment Hunting Questions:

- How much is rent?
- Is a security deposit required? If so, how much is it and when is it due?
- Is last month's rent required up front?
- What utilities are included in the rent, i.e. electricity, water, gas, internet?

- What is the average cost of utilities per month?
- On what date is the apartment available for move-in?
- What length of time does the lease period cover?
- Is subletting allowed?
- How far away is the nearest form of public transportation? Where does it go and what are the hours of operation?
- Is there an additional fee for private parking? How difficult is it to find on-street parking?
- What are the safety features of the unit/building?
- What are the best/worst attributes of the neighborhood?
- Where is the nearest grocery store? Laundromat? Bank?
- Does the apartment have air-conditioning?
- Is there additional storage space available?
- Are pets allowed?

Legal Issues Involved with Co-Tenancy:

When two or more people simultaneously sign the same rental agreement, they become co-tenants and share the same legal rights and responsibilities for their shared housing unit. This arrangement can have some serious implications, especially in the event that one tenant stops paying their share of the rent. Co-tenants may decide to split the rent equally or unequally, depending on their own personal wishes. How the rent is divided up amongst tenants has no impact on the landlord. Each co-tenant is independently liable to the landlord for the entirety of rent. What this means is that if one tenant cannot pay a share of the rent in a particular month, or simply moves out, the other tenant(s) must still pay the full rent. A landlord can legally hold all co-tenants responsible for the negative actions of just one and terminate everyone's tenancy with the appropriate notice. It is also important to remember that only a judge can evict tenants through an eviction suit filed by a landlord. In other words, you do not have the legal power to evict your roommate by filing an eviction action.

Good communication is one of the keys to a successful roommate relationship. The more you can anticipate possible problems from the start, the better prepared you will be to handle any disputes that may arise. In some cases it may be helpful to create a written roommate agreement. At the very least, all financial agreements should be in writing.

Tenant Rights:

In any housing situation, it is important to know your rights and responsibilities as a tenant. Students requiring legal advice should contact a qualified attorney.

Types of Leases:

Tenant with a Lease: a tenant signs a lease to rent a particular apartment for a specified period of time. Under the tenancy, the landlord cannot increase your rent until the end of the lease and cannot attempt to evict you before the end of your lease, unless you violate the lease agreement. You are legally obligated to pay your rent until the end of the lease. However, if you need to move out before the end of the lease, the landlord has a duty to help reduce damages by looking

for another tenant to replace you in most circumstances. **ALWAYS READ YOUR LEASE BEFORE SIGNING!** Any verbal agreements or amendments to the lease must be initialed by both you and your landlord. Your landlord is legally obligated to provide you with a copy of your lease within 30 days of signing it.

Tenant at-Will: a tenant is living in an apartment without a written lease and has the permission of the landlord. This type of tenancy is also commonly referred to as a month-to-month lease. An agreement for a tenancy at-will may be either written or verbal. Either you or the landlord may terminate this arrangement at any time by giving written notice 30 days or one full rental period in advance, whichever is longer. No reason is required in order to terminate the agreement by either party.

Security Deposits & Last Month's Rent:

A security deposit is a deposit of the money given to the landlord to ensure that rent will be paid and other responsibilities will be performed (i.e. paying for damage caused by the tenant). Last month's rent is the prepayment given to the landlord for the last month of tenancy. Neither payment may be greater than the amount of one month's rent. Upon receiving the last month's rent and/or security deposit, the landlord must give you a receipt for each payment. The landlord is required to pay you interest on both the security deposit and the last month's rent. Interest is payable to you each year on the anniversary date of your tenancy. The landlord must send you a statement of interest owed and must either include the payment of interest or allow you to deduct the amount from your next rental payment. Once you terminate your tenancy, any interest owed to you must be paid within 30 days of termination.

Statement of Condition:

If you are required to pay a security deposit, you have the right to a written statement of condition from the landlord within 10 days of them receiving your deposit. His or her statement of condition must include a comprehensive list of any existing damage to the premises. Once you receive this statement, you have 15 days to either agree with the conditions or write your own list of damages and return the statement to your landlord. If you fail to return the statement within 15 days, then you are agreeing with the landlord's statement and could be held responsible for damages that occurred before you moved in. If the landlord does not give you a statement of condition, then you should write one yourself, sign and date it, and give a copy to your landlord.

Unlawful Entry:

As a tenant, you have the right to lawful and exclusive possession of your apartment. Your landlord must give you reasonable notice before entering your apartment. Generally, this means 24 hours notice to determine a mutually convenient time. A landlord that unreasonably enters your apartment may be guilty of criminal trespassing. By law, you are required to provide a landlord with reasonable access to your apartment for the following reasons:

- To inspect the premises
- To make repairs
- To show the apartment to prospective purchasers or tenants

- In accordance with a court order
- If the premises appears to have been abandoned
- To inspect the premises within the last 30 days of tenancy if you have paid a security deposit in order to determine the amount of damage

Rent Increases:

A rental increase may be any amount the landlord wishes to charge. Rent for a tenant with a lease can be increased only when the lease term expires. Tenants at will may face a rent increase at any time, as long as notice is received at least one full rental period, but not less than 30 days, before it becomes effective.

You do not have to accept an increase in rent. As long as you continue to pay the old rent, you cannot be evicted for non-payment of rent. The landlord can still take you to court on this issue but not for non-payment. If you are unhappy with a proposed rent increase but would like to stay in your apartment, you should try to negotiate with the landlord rather than battle it out in court. The landlord may be willing to accept a smaller increase or agree to do repairs or make improvements in the apartment. Once you work out an acceptable agreement, ask the landlord to put it in writing to be signed.

Eviction:

The only person who can evict you from your apartment is a judge. All landlords must go to court and obtain permission from a judge in order to evict you. Eviction is a long and expensive process. If there is a chance that mediation can solve the problem before it has to go to court, we recommend that you strongly consider this option.

If you have a lease, you cannot be evicted unless:

- Your lease has expired;
- You are not paying your rent;
- You are in violation of your lease, and the lease states that such violations may be cause for eviction;
- You use the apartment for illegal purpose.

Habitability Rights:

All tenants are entitled to a safe and habitable living environment through their entire tenancy. The State Sanitary Code protects the health, safety, and well-being of tenants and the general public.

Remedies:

If you feel conditions exist that may violate the State Sanitation Code, call your landlord, advise him/her of the problem, and request repair. In addition, put your request in writing so that you

have documented evidence of your request. If the landlord does not take action to fix repairs in violation of code, consider the following:

- Report violations – Call your local Board of Health or Housing Inspection Department and request an inspection. Be sure the inspector gives you a copy of the report before leaving your apartment. A few days later, you should receive another copy of the report and a repair order in the mail stating that the landlord has been notified of the code violations and must fix them within a specific period of time.
- Withhold Rent – If repairs are not fixed within a reasonable amount of time, you may withhold a portion of your rent as a means of forcing repairs. Withholding rent is a serious step and should be dealt with carefully. You may want to get some legal advice before proceeding since the landlord may try and evict you for non-payment of rent.
- Repair and Deduct – To repair and deduct may be another option. In this case, you would make emergency repairs and be entitled to deduct up to four months future rent to pay for the work. At this stage of remedy, if you qualify under “repair and deduct,” you may also choose to treat the lease as broken, and move rather than undertake the necessary repairs. It is wise to seek legal council before proceeding with this type of action.

Renter’s Insurance:

Renter’s insurance covers the cost of replacing personal property in the event of a fire, water damage, robbery, or other unexpected peril. A typical policy also covers the loss of property when it occurs away from your apartment. In the case of a vehicle break in, for instance, the loss of your CD collection would, in most cases, be covered by your renter’s insurance policy. Many people believe that their personal items are covered under their landlord’s property insurance. Landlords have insurance, but only for their property, not yours. If the water pipes burst in your apartment, the landlord will fix any damage done to the building, but will not cover damage to any of your personal items. To obtain quotes from multiple insurers try www.netquote.com. Here you can submit information about your residence and receive quotes from multiple insurance agencies. You may also want to try doing a search on www.moving.com to locate area insurance providers, or simply refer to the yellow pages phone book.