

SELECTING YOUR HOUSING

When you have found some listings that interest you, call each landlord to set up an appointment for viewing. You will want to check out several places before making a decision. Be especially certain that you can live by the rules of the house and that there is not a great deal of repair to be done between now and when you take occupancy. Rules are usually stricter if the apartment is within the house where the landlord lives.

HOW TO EVALUATE A PROSPECTIVE DWELLING

Once you have found an apartment which you think you would like evaluate the terms of the rental agreement and the condition of the facility:

Understanding the Listing

How much is the rent? Is the price reasonable? How does it compare to similar prices?

Is this place what you are looking for? Does it offer everything you wanted or are you willing to compromise?

Is a lease required? Do you rent per month, per semester or does it have to be for the year? Is a security deposit required?

Are utilities included in the rent? If not, how much will it run? Is the apartment fully furnished? Will you need dishes, pots and pans, curtains, etc.? Is there parking space? Any charge? Are pets allowed? Who is responsible for snow and trash removal and lawn mowing?

Can you have overnight guests? What does the landlord think about entertaining? What is the landlord's responsibility to you?

How close are you to the Laundromat, supermarket, drug store, etc. Is the apartment along a bus route or is there one close by?

Talk to the present tenants if possible. How do they evaluate the residence and the landlord? Don't take a place just because you are getting panicky! Be patient.

DETERMINING APARTMENT CONDITIONS

There are certain things you should know about the construction and the conditions of the apartment or room before you make an agreement to rent.

If you like the apartment but have a concern about the condition of something, the landlord may be able to correct the problems before you move in. If there are uncorrectable conditions which you do not care to live under or the landlord refuses to take care of the problem(s), you may want to look further.

Use the list of questions below to determine apartment condition. Some questions may be answered by observation. Others may require interviewing tenants of other apartments.

1. Assess the maintenance service. How is emergency service handled?
2. Hallways: Are they clean and adequately lit?
3. Are there signs of insects; mice or rats?
4. Bathroom(s): Are the plumbing fixtures in good working order and reasonably clean?
5. Appliances: Does the stove seem to be in good working order and reasonably clean? Is the refrigerator in good working order?
6. Wiring: Are there enough electrical outlets?
7. Windows: Are there any broken? Can they be opened easily? Are screens and storm windows provided?
8. Floors: Are they clean? Are they marred or gouged?
9. Ceilings: Are they clean? Is the paint peeling?
10. Walls: Are they clean? Is the paint peeling?
11. Heating: Does the heating system seem to be in good working order and adequate for winter?
12. Ventilation: Adequate?
13. Lighting: Are there enough fixtures for adequate light?
14. Storage Space: Is there adequate closet space?
15. Security: Does the entry door have a dead bolt? Are there locks on each window?
16. Soundproofing: Do the walls seem hollow or solid?
17. Fire Safety: Are smoke detectors provided and is there a sprinkler system? Is there a fire escape?
18. Stairways and banisters: Are they sturdy and in good condition?

RESERVING YOUR ACCOMMODATION

When you have decided on a particular apartment or room, you will be asked to put down a deposit to secure the unit. The deposit amount is set by the landlord and usually is as much as one month's rent. We strongly encourage you to put this reservation in writing. Be sure to indicate what will happen to the deposit when you move into the apartment.

Students are requested to bring information regarding housing violations and discrimination to the attention of the Residence Life Office.

LEASE CONSIDERATIONS

Most landlords are sincere, keep up the property, allow you your right to enjoy the premises, and charge reasonable rents.

However, a few have succeeded in making life difficult for some student-tenants by refusing to make repairs, by retaining security deposits for no apparent reason, by holding students to a 30-day notice when moving out after a two-week notice was verbally discussed, etc.

It is best to know all of the conditions of your rental situation before the lease is signed or before you have committed yourself verbally. Do not make agreements which you do not feel you can keep. "IGNORANCE" does not stand up in a court situation. BE KNOWLEDGEABLE!!

The Lease

A lease or rental agreement is a legal contract upheld by the courts. It may be written or verbal. It states the terms under which the room, apartment or house is to be rented. If there is one section of the lease with which you are not comfortable, it may be negotiated with the landlord. The College recommends that your agreement with the landlord be in writing, but whether written or verbal, the rental agreement should discuss all of the following points.

- Names - tenant, landlord, address of apartment.
- Dates of rental.
- Rent - amount and due date. When can it be raised? Penalty for late payment?
- Renewal - can the lease be renewed and when?
- Moving - when can the lease be ended and how?
- Deposit - is there a deposit? What does it cover? Refund requirements?
- Tenant's Responsibilities - Subletting? Decorating? Pets? Guests?
- Landlord's Responsibilities - When can they enter the apartment?
- How do you "check out" of the apartment?

Signatures - for the written lease to be binding, both the 18 year old or older tenant and landlord must sign the lease.

Important Terms

Premise – the property, i.e. the apartment

Re-Let - To lease again to another party

Sub-lease or Sublet - A lease granted by lessee to another person of all or part of the party

Lessee/Tenant - (You) occupants of specific apartment

Lesser: The landlord

Waiver - Act of relinquishing a right, claim or privilege

There are laws which govern the rights of landlords as well as tenants. Some of the obligations of each are listed below. **Please review the New York State's Tenant's Right link in the "Housing Resources" Section.**

SECURITY TIPS

Crime is on the rise on many campuses and in many areas across the country. Here are some suggestions to help you protect yourself, your home and your property from crime. Keep these hints around. Go over them once in a while, because we all tend to forget things now and then.

If this list helps to prevent one crime, then it will have done its job.

Precautions for Off-Campus Students

1. Lock your doors. Make sure all doors are equally secure. Also, check infrequently used entrances like cellar doors, side doors and porch doors on a fairly regular basis to see that they are secure.
2. Do not leave keys for friends or family in obvious places like under door mats or flower pots.
3. Secure all windows, top and bottom.
4. When you go out for the evening, leave a light on to allow for a safe reentrance.
5. Pause before you leave your apartment to make sure you have your keys and have locked all doors and windows.
6. Always find out who is knocking before you open the door.
7. Require identification from service personnel before letting them into your apartment or allowing them to remove any item for servicing.
8. Do not let mail or newspapers pile up outside your door.
9. Commit yourself to safety: ALWAYS keep your smoke/fire alarms operational and have a planned fire escape route.
10. Avoid leaving valuable property, like cameras, laptops, GPS, etc., in your vehicle where they are visible.
11. DO NOT walk alone.
12. ALWAYS have a workable phone.

Protect Your Property

1. Identify all items of value, including articles of clothing and electronics, with your name or initials. An electric engraver is available for loan from the Campus Safety and Security Office for use to engrave your valuables.
2. Keep a list of your valuables in a safe place (include item, brand name, model, serial number and a brief description).
3. Use a safe for small valuables like jewelry, wallet, etc.
4. Never leave your laundry unattended in a laundry room or Laundromat.

5. It is best to keep as few valuables around as possible. Check your own (or your parents') homeowner/renter's insurance policy to see if your valuables are covered while you are at school.
6. Purchase renter's insurance.

CHECKLIST OF APARTMENT CONDITIONS

Once you decide on an apartment or room and you are ready to move in, it is always a good policy to make a checklist of the condition of the apartment and its contents.

This should be done at the time of moving in and again when moving out. It is suggested that the landlord do the inspection with you or approve your inspection when you are done. The checklist can be used to guard against unfair charges of damage against the security deposit and losses of furniture. Microsoft Office online has a great template for this. Follow the link in the "Landlord Information" section on this site.

YOUR APARTMENT PORTFOLIO

As you begin the process of renting, it is important to keep in mind that you are responsible for maintaining an accurate record of all information concerning your rental property. This portfolio will come in handy whenever questions arise between you and your landlord regarding your financial rights and responsibilities.

Outlined below is a brief sample of materials to include:

1. A copy of your lease (with all additional pertinent information, example: house rules and regulations, damage cost sheets, etc.)
2. Canceled checks from each rent payment and/or receipts. NEVER pay rent in cash.
3. Apartment checklist outlining conditions of property when you begin renting.
4. All written correspondence to landlord, realtors and responsible local agents regarding financial arrangements, repair request, termination lease, etc.
5. A copy of your homeowners/tenant insurance policy. If you have this insurance, keep an accurate list of all your valuable property, using serial numbers, model numbers, purchase price receipts and photographs.

GENERAL HINTS FOR APARTMENT LIVING

The following are some helpful suggestions for apartment living and the care of equipment, which will avoid unnecessary inconvenience and hassles.

1. Consideration must be given to other people who live in the building.
2. Overcrowding rooms and apartments cause irritations. Make sure you have adequate space for what you wish to do with your apartment before renting.
3. Nails should not be driven into the wall, without permission. Students are reminded that tape on walls may cause damage to paint or wallpaper.
4. Do not use candles.
5. Rotate foods in the refrigerator. An opened box of baking soda placed in the refrigerator will keep the refrigerator free of food odors for approximately three months at a time.
6. Do not dispose of grease and other small bits of food down kitchen sink drains.
7. Students should never attempt repairs on equipment belonging to the homeowner.
8. Be informed of the garbage pick-up schedule so trash, etc., does not accumulate.
9. Once-a-week cleaning of bath and kitchen is recommended.

ROOMMATES AND APARTMENT SHARING

Sharing an apartment with a roommate can be a positive learning situation and a way to cut down on financial costs. Establishing a relationship with another person in a situation where you are living very close takes hard work on the part of both people to assure an enjoyable situation with minimal disappointments.

Suggestions to Consider Regarding Roommates

1. Because you are living with someone, you will want to discuss lifestyles and acceptable living patterns (sleeping habits, study habits, smoking).
2. Respect each other's property.
3. Be willing to share.
4. Talk misunderstandings out with your roommate rather than another person.
5. Talk about sharing the household chores cleaning, of cooking, taking out trash, etc.
6. Discuss what is to be common property and what is to remain private property.
7. Discuss overnight and weekend guests.
8. Discuss feelings on pets if either of you have one.
9. Discuss the handling of financial obligations, purchase of food and telephone.

Roommates and Financial Rental Obligations

When a rental obligation is entered into with one or more than one person, there should be a clear understanding of the total obligation and each separate obligation before renting.

Roommates should not enter into an agreement where one or the other is responsible for the total rental fee if one leaves. This type of agreement should be made clear and in writing between the landlord and each tenant. Example: If you rent an apartment with another person for the entire semester but pay by the month, your agreement with the

landlord should read that each of you are responsible for one-half the rent for the semester. Then, if your roommate leaves, the landlord must obtain any loss in rental fee from your roommate.

The payment of utilities, the telephone bill and expenses for groceries should be worked out before renting.

BE A GOOD NEIGHBOR

With a little effort on your part, you can help to establish and maintain good feelings between the community and students. Introduce yourself to your neighbors. Exchange phone numbers and encourage them to contact you if they have any questions or complaints.

- Be courteous and considerate. If your apartment is ever noisy, keep your windows closed. Make sure your guests don't block driveways when they park.
- Be discreet. Don't impose your private conduct and/or lifestyle on people who may not share your morals or values.
- Keep your property (lawn, porch, etc.) free from garbage and debris.
- Don't park on lawns. Parking in the city is prohibited between the curb and the sidewalk.
- A good rule to follow is to always treat your new neighbors as you hope you or your families would be treated in a similar situation!!
- City Parking: City ordinance prohibits parking on city streets between the hours of 2:00 a.m. and 7:00 a.m. unless otherwise posted.

LEGAL ADVISORY SERVICES

Small Claims Court

Through Small Claims Court you may sue anybody who you think owes you money, providing the claim is less than \$5,000. The person must live, work or have a business in Oneida County. Any person over 18 may use the court, and if you are under 18, you can still sue by having a parent, relative or friend who is over 18 accompany you to register the claim and to the trial. All trials are informal; you do not need a lawyer. Both parties present their own evidence and witnesses.

To register a complaint, you meet with the Clerk of the Utica Small Claims Court at 411 Oriskany Street W., Utica, NY 13502 between 9:00 a.m. and 12 noon weekdays. At this time you should bring any evidence (receipts, sales slips, lease, etc.) and explain the situation. There is a \$15-20 filing fee to initiate proceedings.

Some common problems brought to small claims court include:

1. Inability to get security deposit back.
2. Unpaid rent.
3. Damages to property.
4. Non-payment of services rendered.

Legal Aid Society of Mid-New York Inc.

Please click on the link on the “Housing Resources” page.