

## Hints for International Students and Scholars Seeking Apartments

**Take your time**—Check newspaper classified advertisements. (Sunday papers often have the most listings) or drive through neighborhoods looking for rental signs. When you find an apartment, make an appointment with the building manager and inspect the unit in the daytime. Talk with other tenants in the building.

**Read any lease carefully**—The minimum information a lease or rental agreement should include is rental rate, required deposit, length of occupancy, apartment rules, and termination requirements. Some questions you may want to ask include:

- Amount of rent? What is included? (gas, electric, water, parking, laundry)
- How many persons may occupy the apartment? What is the guest policy?
- When and how must rent be paid each month? Are you allowed to sublet?
- If roommates share the apartment, who is responsible if one leaves?
- Under what conditions are the security or cleaning deposits refundable?
- What is the length of occupancy?
- What is the landlord's right of entry?
- What are the rules concerning pets, conduct, and recreational facilities?

If corrections or repairs are needed, make the rental contingent upon these corrections and agree upon a completion date. This agreement should be in writing, dated and signed by both parties. All rental agreements or leases should be in writing.

If there is any language you don't understand, ask a reliable person to explain it to you. It is always good to pay rent and other payments by check, **not cash**. Write the purpose on the face of the check (example: "April rent"). If you must pay in cash, get a signed and dated receipt from the landlord.

**To lease or not to lease**—Most apartments are rented under either a lease agreement or a month-to-month rental agreement. A lease is good from a tenant's point of view for two reasons: you are assured that you have the right to live there for a specific period of time, and you have an established rent during that period. Most other provisions of a lease protect the landlord.

**Deposits**—In a lease or rental agreement, a landlord cannot require a non-refundable cleaning or security deposit. Payments called "fees" may also be subject to this law. A security deposit is often required but *a landlord may keep only those parts of cleaning and security deposits needed to repair damage caused by the tenant, to clean the premises, or to make up for unpaid rent.*

The landlord must return the refundable part of the deposit within two weeks of the time you vacate an apartment. Deductions from the deposit must be itemized in writing. Prepaid rent, such as the "last month's rent" which is required by most landlords to be paid before you move into an apartment, may not, by law, be considered the same as a security deposit. *If you pay a deposit to*

*a landlord to hold an apartment and then you change your mind about moving in, you are not entitled to receive that money back unless it was agreed upon in writing at the time you paid it.*

**Apartment sharing**—If one roommate leaves without paying his or her share of the rent, the landlord has the right to collect the rent from the remaining tenants. Great care should be taken to choose roommates who will fulfill their share of the obligation, otherwise you may be obligated to pay their share of the rent.

**Right of entry**—The landlord has the right to enter the premises at reasonable times to inspect and make repairs. Usually a landlord will not enter your apartment without calling to ask permission or notify you that there is work to be done. To protect you in case of bad circumstances, the law requires that the landlord obtain a judgment from court before entering an apartment when the tenant has broken the lease and the landlord has a lien (a property claim against payment) on the tenant's personal property.

**Repairs**—If the landlord fails to make reasonable repairs, the tenant, after repeatedly asking for those repairs in writing, has the option of making the repairs himself only if the cost does not exceed one month's rent. A landlord may not evict a tenant for a 60-day period after exercising these rights. You may not use this option more than once in any 12 month period. If the repairs which are necessary are extensive and costly, and the landlord refuses to do them after repeated requests, you can leave the apartment without giving 30 days notice.

**Damages**—If the tenant or guests of the tenant damage the premises, the tenant is responsible for making repairs or replacing the damaged items. The tenant is expected to return the premises to the landlord in the same condition as when received, reasonable wear-and-tear excepted. Protect yourself from false accusations of damage by going through the apartment with the manager before you move in. Make a list of existing damages, paying attention to appliances, cracked plaster, draperies, carpets, lighting fixtures, etc. Ask the manager to sign and date this list, sign it yourself, and make copies for both of you to keep.

**Subletting**—If you have signed an agreement to rent an apartment and then take rent from another person to live in that apartment instead of you, this is called *subletting*. Most often a student does this in order to travel during non-school periods without losing the right to live in that apartment when returning. Subletting is only permitted with the landlord's consent. Many landlords do not allow it, and even if you have permission, you are responsible for the rent payment each month whether or not you collect it from the subletting person.

Be careful when you choose your subtenant and have him or her sign an agreement which states the rent, the dates of occupancy, and that all damage caused during your absence will be corrected by the subtenant. Get information about this person's family, his workplace, and anything else that might be helpful if you return to find that he/she has disappeared and left you with unwanted troubles.

**Rent**—The law states that rent is payable in advance for each rental period. The rent due on the first of the month, then, is for the month just beginning, not for the month ending. You must pay rent within 10 days of this date or your landlord has the legal right to begin eviction proceedings.

Rents are based on the size of the apartment, the extra features it may have (furniture, appliances, carpet, curtains, etc.) and the quality of the neighborhood.

**Choosing a neighborhood**—When you look in the newspaper you'll find descriptions which can be confusing. Apartment listings are usually organized by neighborhood. You should decide where you want to live before going out to look at potential apartments. When you choose, think about safety, transportation, and, if you have no car, be sure that the things you need (shopping, library, post office, etc.) are near enough to reach easily by walking, taking a bus, or riding a bicycle.

**If you have concerns about safety in a specific neighborhood, there are crime statistics available at the local town or city police department that may assist you with decision making.**

When searching for a place to live, location should be the first key consideration. For instance, do you prefer a more private neighborhood, farther away from campus, or a shorter commute in an apartment building with many residents? Select a living situation that will be agreeable to your lifestyle and provide for your needs, whether those needs are a quiet study space or a relaxing area to get together with friends and classmates on the weekends. Regardless of personal preference, always remember to include neighborhood safety in your search criteria and final decision.

**Personal finances** are another consideration when looking for a place to call home while studying abroad. Depending on where you are attending university, apartment prices can vary drastically. City apartments tend to be more expensive compared to apartments located in rural or suburban areas. Set a realistic budget for how much you are able to spend on rent each month and concentrate on finding a place to live within that price range. If possible, arrange a tour (virtual or in-person) to develop a comfort level for the living space. Before you begin touring apartments, create a list of questions to ask your tour guide or realtor.

**Items such as utilities and TV cable** are not usually included in your monthly rent price and can significantly increase your overall cost of living. **Roommates** are a great option to both ease the financial stress of housing costs and to provide a companion during your school experience. Roommates split overall rent costs and share household chores, making maintaining your own home or apartment more manageable and allowing for extra study time. Many universities offer online roommate-finding services to help students find compatible roommate matches during the school year.

**If you have a car**, check the streets for signs which tell about parking restrictions. Many areas, for example, require a permit for parking on the street. With a car, it is often better to take an apartment which provides a parking area in the building or behind it than to hope for parking every day on the street. The rent may be more expensive, but otherwise you might pay more in parking tickets received than the extra rent.

**If you plan to ride the bus**, find out exactly where the nearest bus stop is. Ask the neighbors if it is safe to wait for buses there. It is a good idea to find a bus stop that is well-lit by street lights. Take the time to ride the bus to your college or university from the bus stop before you decide to live there. If you must transfer many times, or if the journey is long, think about a different neighborhood. To learn more about the different areas, buy one of the maps available in drugstores, bookstores, and other shops.

**Eviction**—Without a lease, a tenant has no extended right to stay or to depend on a rental. Under some conditions, and with proper notice (usually 30 days) a landlord may demand that a tenant leave or that a higher rent be paid in future months.

**Giving notice to leave**—When you intend to end your tenancy, you should write a letter to your landlord 30 days in advance of the time you plan to leave. Include your address, the date of writing the letter and the date you will be vacating the premises. Deliver it in person and ask the landlord to sign and date a copy for your records.

At the time you vacate, do not leave anything behind and surrender your keys immediately. Your landlord could be entitled to keep rent money from your deposit for every day that you do not comply with the terms of vacancy. When you vacate, you must call each utility company and order the service disconnected or be responsible for usage after you leave. You must give a forwarding address for final bills or go in person to close these accounts.