

RENTAL GUIDE

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Renting an apartment in New York might seem daunting, but proper preparation will make it easier. The process is outlined below, with further clarification and information in each section.

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1. Determine your budget, schedule, and needs

- It is advisable to begin the process of renting an apartment two to three months prior to your desired move date. This will give you time to understand the market and determine your budget, the size apartment you need and can afford, and which neighborhoods appeal to you. However, apartments do not begin to appear on the market until 30 to 45 days prior to the start of the lease, and there are many apartments on the market that are available for immediate occupancy.
- As a base guideline, usually one's monthly rent should equal 25%-30% of one's gross monthly salary. Landlords usually require total gross annual income to be 40 to 50 times the monthly rent. For example, if the monthly rent is \$2,000, then one's gross annual income needs to be \$80,000-\$100,000.
- Renting an apartment directly from a landlord usually means the lease has a term of 12 or 24 months. The apartments are unfurnished, and include light fixtures that are attached to the wall or ceiling, kitchen cabinets, and major appliances such as a refrigerator, stove and dishwasher. Some apartments include a washer and dryer, but usually only in new, luxury buildings.
- Apartments in the New York City metropolitan area vary considerably in many ways, such as the age of the building, size of apartment, available light, and types of amenities. Buildings with more amenities usually come with more staff, and higher rent.
- Unless you have a large rent budget, you might need to decide what are the most important aspects of an apartment to you – location, size, natural light, quiet or little street noise, doorman, gym, roof deck, balcony, parking in the building, laundry room on-site, washer/dryer in unit, pet-friendly, etc. – as you probably can't afford to have it all.

2. Determine Where You Want, or Can Afford, to Live

- Since where you live is dependent on what you can afford, it is a good idea to understand apartment costs in different neighborhoods. One of the best websites for understanding the New York market is <http://streeteasy.com>. Since the website pools from many sources, it has a wide range of listings in different neighborhoods throughout the five boroughs of New York City.
- As in any big city, crime and safety are always a concern. You can gather some interesting information and statistics about crime and safety on the [NYC Police Department website](#).
- Besides affordability and safety, some other considerations in determining where to live include proximity to your employment, proximity to transportation, convenience to shopping, children's childcare and schooling, and proximity to your social connections.

Neighborhood Guides

There are several good neighborhood guides to help you determine if a certain neighborhood is where you would like to live.

<http://www.urbanedgeny.com/neighborhoods>

<https://www.urbancompass.com/neighborhood-guides>

<https://www.airbnb.com/locations/new-york/neighborhoods>

<http://www.timeout.com/newyork/new-york-neighborhoods/nyc-neighborhood-guides>

<http://nymag.com/bestofny/neighborhoods>

<http://www.notfortourists.com/metahoods.aspx#NewYork>

Some of the more affordable areas in Manhattan are close to Columbia campuses: Upper East Side (East of Third Avenue), Morningside Heights, South Harlem, Central Harlem, East Harlem, Hamilton Heights, Washington Heights, Hudson Heights, and Inwood.

3. Prepare the necessary financial information and documentation

Have several copies of your documentation ready (see below), and have your finances in order before you start looking at apartments. Also, bring your checkbook with you when you look at apartments, so if you see an apartment you like, you can immediately fill-out an application and pay the application fee. It speeds up the process and if you are the first person to fill-out an application for the apartment, your chances of getting the apartment are much higher.

Most **landlords request** the following:

- Application fees (i.e. Rental buildings: \$65-\$100; Condos: \$300-\$1,000; Co-ops: \$600-\$1,500)
- Income requirements – gross annual income needs to be 40 - 50 times the monthly rent (i.e. gross annual income=\$120,000 / monthly rent=\$3,000)
- If using a real estate broker, fees are typically 12 - 15% of the annual rent (i.e. monthly rent=\$3,000; annual rent=\$36,000; 12% of annual rent=\$4,320)
- At lease signing, certified checks are required for the first month's rent, the security deposit (typically 1-2 month's rent) and the broker's fee (if applicable).
- Credit check, a way of confirming money borrowing and bill payment history, will be conducted on all apartment applicants

Documents required when applying:

- Letter from your employer stating position, salary and start date
 - Last two pay stubs
 - Last two years' tax returns (or proof of consistent income)
 - Verification of other income
 - Last two months' bank statements
 - Names, addresses and phone numbers of previous landlords
 - Two personal and two business reference letters
 - Verification of other assets (real estate, securities, etc.)
 - Photo identification (driver's license, passport, etc.)
- If your salary level and total financial picture does not meet the landlord's requirements, you will need a co-signor, or guarantor, to guarantee the lease. Landlords prefer a family member who lives in New York, New Jersey or Connecticut. The guarantor must provide the same documentation as the renter and have a gross annual income of 80 to 100 times the monthly rent. Prepare your potential guarantor for this possibility in advance.

- If relocating from outside New York City, additional preparation might be necessary before coming to New York. Landlords will not accept personal or out-of-state checks. They require certified funds. Anyone renting or relocating should try to establish a New York bank account before beginning a search. If this is not possible, have easy access to the necessary funds.
- If you are not a U.S. citizen, do not have any credit history in the U.S., or if you pay taxes outside of the U.S., you may be required to pay additional security at the time of lease signing. This can be as much as two to twelve months' rent in advance.
- If your income is too low for many market rate apartments, or you do not have a credit history, you might need to initially share an apartment or find a sublet. Many people new to New York start out with a share or sublet. Opportunities are usually abundant, financial requirements are not as stringent, and the initial cost is usually just the first month's rent and one month's rent as security deposit. Initially having something less permanent will allow you to get your bearings, take the time to look around and also build-up some credit history. Refer to Section 4 for more information about sharing or subletting an apartment.
- If you have concerns about your credit history, you can check your credit report every year on <http://www.myfico.com> or <https://www.annualcreditreport.com>. Both pull credit reports from all three agencies – Trans Union, Equifax and Experian.
- If you cannot meet the landlord's financial requirements and do not have a relative that can guarantee the rent, an alternative might be Insurent, which can guarantee the lease on your behalf. More details are on their website. <http://insurent.com/>

4. Search for an apartment

- The search for an apartment can take one day or one month. However, if you begin your search too early, you will find it difficult to see many apartments with your move-in date. Apartments in rental buildings tend to not come on the market more than 30 days prior to the expiration of the current tenant's lease, and many landlords will not list an apartment until the previous tenant has moved-out. The apartment is then available for immediate occupancy. The exception to this is rentals in co-op or condo buildings which tend to have a longer application process, as do properties in the suburbs. It is best to start looking for an apartment 30 to 45 days before you want to move in to a rental apartment, and at least 60 days before for a co-op or condo apartment or single family house.
- The busiest months for searching for an apartment are May through September, due to increased inventory as more people tend to move during the summer, and more people are looking for an apartment as well.
- As noted in Section 3, bring several copies of all of the required documents, as well as your checkbook. This way when you see an apartment you like you can immediately fill-out an application, pay the application fee, and have copies of all the required documentation. It speeds up the process and if you are the first person to fill-out an application for the apartment, your chances of getting the apartment are much higher. Timing is important and being ready helps to speed everything along.
- When looking at apartments, it is best to have everyone who is part of the decision-making process with you – spouse, partner, roommate, parent, etc.
- It is easiest to use a real estate broker when looking for an apartment, particularly if you do not already live in the area. Many landlords give the apartment listing to a broker, since the broker will conduct the credit check and confirm all of the information on a prospective tenant's application, so paying a broker's fee is sometimes unavoidable. However, it is possible to find an apartment without one, and there are a variety of ways of doing so (see page 10 "No Fee Apartments").
- If possible, go apartment hunting during the week when most people are working. If you see an apartment on Friday, it will probably not be available by Monday, since Saturday and Sunday are when most people look for apartments. Also, the best apartments tend to be listed during the first two weeks of the month.

- Visit the apartment and the neighborhood during the day and also at night, if possible. Some streets may be very busy during the day, but deserted at night, which may or may not feel comfortable. Walk the route you might normally take.
- If you have a pet, your choices will be limited to pet-friendly buildings. Many landlords in Manhattan do not allow dogs, while some only allow cats. Some landlords allow only one dog, others allow only dogs of 20 pounds or less, while others set breed restrictions.

Terminology

Types of Buildings

Brownstone; Elevator building; Loft; Doorman; Luxury Doorman; Prewar; Postwar; and Walk-up

Types of Apartments

Studio; Alcove studio; Convertible, Flexible or Junior 4; Loft; One-bedroom; Two-bedroom; and Classic

Types of Rental Apartments

In addition to buildings that consist solely of rental apartments, there are opportunities for you to rent apartments in co-operative and condominium buildings. The conditions attached to the leasing of these types of units are totally determined by the building and vary considerably.

- **Rental buildings:**
A rental building is owned by a landlord, and all of the apartments are available for rent. Tenants are protected by New York State law, though tenants in buildings consisting of fewer than six units have less protection.
- **Condominiums (Condos):**
The apartments are owned by individuals for residential or investment purposes. Within each condominium building's guidelines, the owners are free to establish terms such as rent and length of lease. There will be application and move-in fees.
- **Cooperatives (Co-ops):**
A co-op is structured as a corporation. Rather than owning the apartment outright, individuals own shares in a corporation. In many co-op buildings, there are strict restrictions about renting an apartment, the length of the lease (typically two years maximum), and whether the tenant is allowed to have a roommate. Prospective tenants must submit extensive documentation to the co-op board, as well as interviewing with them. The process can take one to two months. Also, the application and move-in fees can be quite steep.

- Rent-regulated apartments and affordable housing:
On New York City's Housing and Preservation Department website there are descriptions of the different types of affordable and rent-regulated housing available in New York City.
<http://www1.nyc.gov/nyc-resources/categories/housing-development/tenant-resources/index.page>
There is more information about affordable housing on the following link.
<http://worklife.columbia.edu/affordable-housing>
- Rent-stabilized apartments:
There are not many rent-stabilized apartments that make it to the market these days, but if you think the apartment you want to rent, or have rented, should be rent-regulated or you want to confirm the status, you can:
 - Get the rent history from the state. Contact the NYS Division of Housing and Community Renewal -<http://www.nyshcr.org>
 - Approach your landlord, though it might be helpful to get help from a housing lawyer or tenant advocate. See the link to affordable housing above.

Please refer to the Real Estate Terminology section on our website for definitions of the terminology used regarding apartments in New York. <http://worklife.columbia.edu/real-estate-terminology>

Ways to Search for an Apartment

There are many ways to search for an apartment - word of mouth (make everyone you know aware that you are looking for an apartment), the internet, walking around the area that you want to live, signing-up on a waiting list for specific buildings, contacting landlords and managing agents directly, and real estate brokers.

Real Estate Brokers:

- Though you do not need to use a real estate broker to find an apartment, it is helpful to have one. New York State licenses real estate brokers and salespersons. To verify that your broker has either a Licensed Salesperson or an Associate Broker's license in New York State, check the following website. Other states will have similar websites to confirm licensure.
http://www.dos.ny.gov/licensing/re_broker/re_broker.html#
- Brokers charge a commission for their services which is usually a stated percentage of the first year's rent (15% in Manhattan). The amount of the commission is not set by law and can be negotiated. The broker must assist the client in finding and obtaining an apartment before a commission may be charged. The fee should not be paid until the tenant has signed a lease for the apartment shown by that particular broker.

- Though it is possible to find an apartment without a real estate broker, many landlords list the apartment with a broker, so the broker has the “exclusive” and you would need to pay the broker’s fee in order to have access to the apartment. Usually, landlords that own less property will give the exclusive to a broker since the broker shows the apartment, verifies the information on the application and conducts the credit check on behalf of the landlord. And since it is the tenant that pays the fee, it doesn’t cost the landlord anything to have the broker do most of the work.
- Here are 10 questions you can ask your real estate agent before hiring:
 1. Are you primarily a rental agent or a purchasing agent?
 2. In which neighborhoods do you work?
 3. Will I be working only with you or are you part of a team?
 4. Do you work full-time or part-time as a real estate agent?
 5. How many other people are you helping find apartments right now?
 6. Is your license in good standing? (see above)
 7. How many years of experience do you have?
 8. What did you do before you became a real estate agent?
 9. How large is the office you work in, and does the size help you?
 10. Can you provide me with the names and phone numbers of clients who have agreed to be references?

No Fee Apartments:

- Put the word out to all of your friends and colleagues that you are looking for an apartment, both verbally and through any social media that you normally use (email, Facebook, Twitter, etc.).
- Walk around the area in which you want to live – ask the doormen if any apartments are available in the building, respond to apartment signs posted on a building (not all buildings do this, but many do!).
- Contact managing agents and landlords directly. There are many websites that list “no fee” apartments, including:
 - <http://streeteasy.com>
 - <https://apartable.com/no-fee-apartments-nyc>
 - <http://www.apartmentfinder.com>
 - <http://gonofee.com>
 - <http://landlordlinks.net/>
 - <http://www.nakedapartments.com/>
 - <http://www.nybits.com>
 - <https://www.padmapper.com>
 - <https://padspin.com/>
 - <http://www.rapidnyc.com>
 - <http://rdny.com>
 - <http://www.renthop.com>
 - <https://www.rentjungle.com>

<http://www.rent-direct.com>
<http://www.sublet.com>
<http://www.trulia.com>
<http://www.urbanedgeny.com>
<https://useabode.com>
<http://www.zillow.com/>
<https://www.zumper.com>

Apartment Checklist

- Is the rent reasonable for the neighborhood and size of apartment? The rent can be negotiated with a landlord, so understand the market before you start looking.
- What is the condition of the apartment and building? Are there any signs of roaches or rodents?
- Is the apartment large enough to fit my furniture? Consider the floor plan in regard to location of your furniture, TV and cable connection, windows, etc.
- Are all of the appliances in good working order? Whenever possible, check plumbing, appliances, water pressure, type of heating, air conditioning, and electrical outlets.
- Check closets, cabinets and storage space.
- Do the windows and doors open and close properly? Note locations of windows and exposures. If windows face a busy street, check the noise level with the windows open.
- Is all the plumbing in the bathroom and kitchen in good working order?
- What is the security system in the building – doorman, intercom?
- Does the superintendent live on site? If not, ask about the number to call for repairs or in an emergency.
- Is there an elevator? If not, are the stairs well-lit and clean?
- Is there a laundry room in the building? If so, ask to see it.
- What utilities are included in the rent?
- If you are seeing the apartment during the day, come back to see the building and the area at night, particularly if it is in an area that you do not know very well.
- Observe all aspects of the neighborhood – shopping, playgrounds, bus and subway stops, etc.

Landlords and Building Violations

- Check to see if there are any violations on the building by using the NYC Department of Housing Preservation and Development's (HPD) [Building Registration and Violation Service](#).

- Check to see if there are any violations on the building by using the [NYC Department of Housing Preservation and Development's \(HPD\) Building Registration and Violation Service](#). You can also check the Public Advocate's NYC's Worst Landlords Watch List and [propertyshark.com](#).
- Landlords are required to let you know if the building has had any reported bedbugs in the past year. This information will be provided as a rider to the lease.

Negotiating Rent

- The starting position is that you have a stable job, good credit and a good salary. A landlord wants a stable tenant who pays rent on time.
- When an apartment is not rent-regulated, a landlord is free to charge any rent agreed upon by the parties. If the apartment is subject to rent regulation, the initial rent and subsequent rent increases are set by law.
- Maximum rent increases for rent regulated apartments are set each year by the New York City Rent Guidelines Board. <http://www.nycrgb.org> In addition, landlords of rent-regulated apartments may seek rent increases for certain types of building-wide major capital improvements (MCI) that benefit all tenants, such as the replacement of a boiler or the installation of new equipment.
- If you are looking for an apartment during the winter, many landlords will give concessions such as a free month's rent or agree to pay the broker's fee. Though inventory is lower in the winter, so is the number of people looking for an apartment to rent. Most landlords would rather have the apartment rented than have it vacant and not have any rent paid at all.

Subletting

- Tenants with leases who live in buildings with four or more apartments have the right to sublet their apartments with the landlord's advance consent. If the landlord consents to the sublet, the tenant remains liable to the landlord for the obligations of the lease, including all future rent.
- If you plan to sublet to someone that you do not know, it is a good idea to do some vetting. Ask for employment verification, as well as for official identification (passport, driver's license, etc.). Search their name on the internet and see what comes up.
- If you are looking to find a sublet, there are many ways to find an apartment to sublet in New York, but certainly the best way is to ask all your friends, post on Facebook, or get the message out in any way possible that you are looking to

sublet an apartment. You never know who might know someone in New York that is leaving town for a few days, a few months, or longer.

- If that fails, then there are plenty of websites to consider.
<http://sabbaticalhomes.com>
<http://newyork.craigslist.com>
<http://www.homeaway.com>
<http://www.airbnb.com>
<http://www.bedandbreakfast.com>
<http://www.wimdu.com>
<http://www.sublet.com>
<http://www.padmapper.com>
http://hotpads.com/NY/New_York/sublet
http://www.trulia.com/for_rent/rooms-for-rent/
- Another option is to find a realtor that specializes in short-term leases.
<http://www.nyhabitat.com>
<http://maisoninternational.com>
- See Section 7 for more information about apartment sharing and subletting.
- If you are subletting a Columbia apartment, refer to [UAH for a Sublet Application](#).
- For information about subletting laws, check the New York City Rent Guidelines Board's website. <http://www.nycrgb.org/html/guide/basics.html#Sublet>

If you are currently affiliated with Columbia University and would like a referral to a real estate broker, or a list of managing agents and landlords, contact the Office of Work/Life, Housing Information and Referral Service, Alice Lesman at al2775@columbia.edu.

5. Submit an application

- When you have found an apartment you would like to rent, you will be asked to fill out a rental application and submit documents verifying your income and financial viability (see Section 3). Your references and credit will be checked at this point. The approval process takes one to seven business days.
- The application is usually one page and states there will be a credit check, as well as verification of assets, references, checking account, employer and income information.
- If you have bad credit, then consider subletting an apartment until credit can be repaired. Otherwise a larger security deposit may be required and you might need to pay more months of rent upfront. Some helpful information about repairing credit can be obtained on <http://www.myfico.com/crediteducation/improveyourscore.aspx>.
- Ask if the lease can be sent to you before you need to sign it. Read it carefully (see Section 6).
- Google search the landlord and check the building on <http://propertyshark.com>.

Avoiding Scams

Check Craig's List for a list of ways to avoid scams - <http://www.craigslist.org/about/scams> – and NYS Division of Consumer Protection offers these tips and facts to help New Yorkers.

- If a real estate agent is involved, check to confirm the real estate agent is licensed in New York State (see Section 4). Consumers have the right to negotiate the amount of the commission to be paid to a broker or salesperson.
- Besides the application fee, all other payments are made in certified checks at lease signing.
- Get receipts for any deposits or payments you make.
- Avoid cash payments. Credit cards and personal checks leave a paper trail.
- Get copies of all documents, including checks, money orders, the application, receipts, and the lease.

6. Sign a lease

- A lease is a contract between a landlord and a tenant which contains the terms and conditions of the rental. It cannot be changed while it is in effect unless both parties agree. A party must sign the lease in order to be bound by its terms. Any changes to the lease must be signed by both parties. All agreements made between the tenant and the landlord must be contained in the lease, as verbal agreements are not enforceable. The lease must be written in English. Read it carefully. It is written in favor of the landlord, since it is the landlord that serves the lease. If any clause in the lease is contrary to your rights as a tenant, then the clause is not enforceable by the landlord. If you requested any repairs, replacement of appliances or painting of the apartment before move-in, it needs to be stated in the lease.
- There are many types of lease agreements and the type of lease presented to you will vary depending on the situation with the apartment that you are renting. Although most lease agreements are standard forms, in many instances clauses or riders may be added to the lease that supersede or alter the lease agreement in some way. Some examples of types of lease are a “Standard Form of Lease”, a “Rent Stabilized Lease Agreement” and a “Co-operative Sublease Agreement”. Landlords in New York City are required to have you sign Riders to the Lease regarding window guards and lead-based paint, as well as bedbugs if there has been a report of bedbugs in the building within the last 12 months.
- All monies (first month’s rent, security deposit and broker’s fee, if applicable) are due at lease signing. Landlords usually require certified checks, but if the money is electronically transferred, confirm it is to a U.S. account. Also, you will need to bring proof of identity with you (driver’s license, passport, etc.).
- When renting a house or townhouse, the lease should be explicit about who is responsible for the maintenance of the property, and who pays for any repairs (i.e. snow removal, lawn mowing, plumber, etc.).

Check the following:

- Does the lease state the correct rent, address and landlord?
- Are all the people responsible for paying the rent listed on the lease?
- Does the lease mention all of the amenities agreed upon?
- Check the lease to find out the due date of the rent each month.
- Check to see if utilities are billed separately or are included in your monthly rent.

- Are there any special building rules? Find out if your new building is pet-friendly, has limits on guests, etc.
- What happens at the end of the lease term? Can you renew automatically? What happens if you break the lease? Can you sublet or assign (transfer) the lease?
- If you are signing a lease with a roommate, make sure both of your names are on the lease in order for both parties to have rights to the apartment.
- Check the duration or term of the rental, the conditions of occupancy, and the rights and obligations of both parties.
- If you want the landlord to repaint the apartment, have it stated in the lease.
- If you would like to be able to paint the apartment yourself, or add wallpaper, or any other permanent addition to the apartment, make sure you are allowed to do this. Otherwise the landlord will require you to return the apartment to the original state upon expiration of the lease.

The following lease provisions are void:

- Exempting landlords from liability for injuries to persons or property caused by the landlord's negligence, or that of the landlord's employees or agents.
- Waiving the tenant's right to a jury trial in any lawsuit brought by either of the parties against the other for personal injury or property damage.
- Requiring tenants to pledge their household furniture as security for rent.

If any of the clauses in the lease are contrary to any governing laws (city, county, state or federal), the law prevails. Please refer to the Tenant's Rights Guide, published by the New York State Attorney General, for questions regarding specific conditions. http://www.ag.ny.gov/sites/default/files/pdfs/publications/Tenant_Rights_2011.pdf

Check Section 8 for more information about tenant's rights.

Diplomatic clause

An early termination clause in a lease is usually referred to as a "diplomatic clause". Usually landlords will not agree to add a diplomatic clause during the first 12 months of a lease, but may agree to add it for subsequent lease renewals or, if it is a 24 month lease, it can be implemented after the first 12 months of the lease. An example of a diplomatic clause is: "The tenant has the option to terminate the lease with sixty (60) days written notice to the landlord."

Security Deposits

- Virtually all leases require tenants to give their landlords a security deposit. The security deposit is usually one month's rent, but may be more. If a lease is renewed at a greater amount or the rent is increased during the term of the lease, the owner is permitted to collect additional money from the tenant in

order to bring the security deposit up to the new monthly rent. A landlord may use the security deposit as a reimbursement for the reasonable cost of repairs beyond normal wear and tear if the tenant damages the apartment, or as reimbursement for any unpaid rent. The landlord must return the security deposit, less any lawful deduction, to the tenant at the end of the lease or within a reasonable time thereafter, usually within 60 days after lease termination.

- Landlords, regardless of the number of units in the building, must treat the deposits as trust funds belonging to their tenants and they may not commingle deposits with their own money. Landlords of buildings with six or more apartments must put all security deposits in New York bank accounts earning interest at the prevailing rate. Each tenant must be informed in writing of the bank's name and address and the amount of the deposit.
- Landlords are entitled to collect annual administrative expenses of one percent of the deposit. All other interest earned on the deposits belongs to the tenants. Tenants must be given the option of having this interest paid to them annually, applied to rent, or paid at the end of the lease term. If the building has fewer than six apartments, a landlord who voluntarily places the security deposits in an interest bearing bank account must also follow these rules.

7. Move-in

- The landlord will require advance notice to schedule a move-in of your belongings. In most buildings, move-ins are scheduled from Monday through Friday, 9:00am-5:00pm.
- Tip the building superintendent when you first move-in as this will likely guarantee better service in the future.
- On move-in day, take photos of the apartment before your furniture and boxes have arrived, particularly of any areas that might have existing damage (chips in kitchen counter, water stains on the wood floor, etc.).

Rental Furniture

If you need to furnish your home quickly, Columbia University students, staff, and faculty will be eligible to receive a \$50 VISA gift card for any new Student Package lease of 6 months or longer from Cort Furniture Rental. Follow the link for more information. <https://www.cort.com/columbia>

Renter's insurance

- The landlord's insurance does not cover the tenant's personal property, so a tenant should have renter's insurance. Renter's insurance policies typically cover damage and loss caused by routine weather events, fire, smoke vandalism and theft. The amount covered will depend on the amount you elect to take, so consider the replacement cost of your household goods very carefully.
- Renter's insurance also includes liability protection. If someone was injured at your home and sued you, your legal expenses and any court award would be covered, generally up to a \$50,000 or \$100,000 limit, depending on how much coverage you elect to take.
- Coverage often provides living expenses should you have to move out of your apartment if the apartment was uninhabitable due to fire, smoke, etc.
- Renter's insurance is not that expensive, as a basic policy costs about \$300 to \$400 per year with approximately \$50,000 worth of property protection. Read the policy carefully so you fully understand what is covered.

Following are a few insurance companies that provide renter's insurance. Prices vary from company to company, so it is best to compare policies and prices carefully.

Allstate: www.allstate.com

Allianz: <http://www.agcs.allianz.com/global-offices/united-states/ffic-info/>

Chubb: <https://www2.chubb.com/us-en/individuals-families/>

Hartford: www.thehartford.com

Liberty Mutual Group: www.libertymutual.com

Travelers: www.travelers.com

For more information, check: <http://www.iii.org/insurance-topics/homeowners-and-renters-insurance>

Apartment Sharing

- It is unlawful for a landlord to restrict occupancy of an apartment to the tenant named in the lease or to the tenant's immediate family. When the lease names only one tenant, that tenant may share the apartment with immediate family, one additional occupant and the occupant's dependent children, provided that it is the tenant's primary residence.
- A tenant must inform the landlord of the name of any occupant within 30 days after the occupant has moved into the apartment or within 30 days of a landlord's request for this information. If the tenant named in the lease moves out, the remaining occupant has no right to continue in occupancy without the landlord's express consent. Landlords may limit the total number of people living in an apartment to comply with legal overcrowding standards.

Subletting

Preparing Your Apartment to Sublet

If you plan to sublet to someone you do not know, it is a good idea to do some vetting. Ask for employment verification, as well as for official identification (passport, driver's license, etc.). Search their name on the internet and see what comes up.

- Remove any valuables
- Keep your apartment clean
- Make a list of contact information
- Pre-pay anything you are responsible for while you are gone (i.e. electric bill, cable bill, etc.)
- Provide any helpful information about the apartment, building and neighborhood
- Ask for a security deposit

8. After Move-in/Move-out

- In most buildings, when any repair or maintenance work needs to be done, it is the superintendent that will either do the repair or arrange to have it done. If you would like to encourage a prompt response to any repairs you need to have done, be sure to tip the super when he comes to do work in your apartment. The next time you need a repair, the superintendent is likely to respond a little faster. The superintendent runs the building, and all other personnel that work in the building usually report to him.
- At the end of the year, it is recommended that everyone who works in the building - the superintendent, doormen, porters, etc. - be tipped.

Tenant's Rights

Here are some links to help you know your rights:

- Tenants' Rights: <http://www.tenant.net/Rights>
 - Housing Court Answers: <http://cwtfhc.org>
 - The Rent Guidelines Board: <http://www.housingnyc.com>
 - The New York State Division of Housing and Community Renewal: <http://www.nyshcr.org/>
 - NYC Department of Housing Preservation and Development: <http://www.nyc.gov/hpd>
 - Law Help: <http://www.lawhelp.org>
- As stated in Section 6, the State of New York's Attorney General's Office provides a "Tenant's Rights Guide" on their web site. <http://www.ag.ny.gov>
 - Check [Met Council's "Rent Smart" handbook](#) for answers to a variety of questions you might have, such as: your right to have a roommate, subletting your apartment, succession rights, breaking your lease, and what to do if you can't afford the rent.

Lease Renewals

- Unless you have a rent-regulated apartment, the landlord does not have to renew the lease. And in market-rate apartments, the landlord can raise the rent to any amount that he or she chooses.
- Tenants should be familiar with rent increase laws so they are not charged more rent by their landlords than is legally allowable. There are three major categories of apartments in NYC: market-rate apartments, rent-stabilized apartments, rent-

controlled apartments, and subsidized apartments. Each one of these apartment types has its own set of rent increase laws and guidelines.

Market-rate apartments:

There is no limitation on the allowable rent chargeable by landlords and no limit on how much landlords are permitted to increase the rent from lease to lease. The new rent must be agreed upon between the landlord and tenant. If a rent increase is not affordable the tenant's options are to negotiate a smaller increase, if possible, or to move out.

Rent-stabilized and Rent-controlled apartments:

The Rent Guidelines Board (RGB) and State of New York Division of Housing Community Renewal (DHCR) regulate increases for rent-stabilized and rent-controlled apartments. For rent-controlled apartments, landlords must file for rent increases with the DHCR and obtain a rent increase order. If landlords obtain such an order, they can increase the rent of their apartments by 7.5% annually.

Landlords are not allowed to increase the rent mid-lease, except if landlords of rent-stabilized or rent-controlled apartments apply for and are granted Major Capital Improvement (MCI) increases on their properties. Once obtained, the MCI can become effective at any time. An MCI usually refers to a building wide improvement such as a new roof, or new windows.

Making changes to the apartment

- If you would like to paint the walls a different color, or make any other changes to the apartment, have your landlord approve the change in writing before you do anything. If you don't get your landlord's approval, you might have trouble getting all or part of your security deposit back after you move-out.

Getting your security deposit back

- Read your lease. It usually states in the lease specific guidelines by the landlord regarding the return of the security deposit. In New York State, the landlord has up to 60 days after lease termination to return the security deposit.
- Take photos of the apartment at move-out. Besides normal wear and tear, the apartment should not have any other damage than what was already present when you moved-in.
- Though the apartment needs to be "broom swept" clean, it is best to either clean the apartment thoroughly yourself, or hire a cleaning service to do so. This

helps to prevent the possibility of the landlord attempting to retain some of your security deposit to cover cleaning costs.

- Find out where you need to return the keys and do so on the day you move-out. Have the landlord's agent confirm in writing that he/she received the keys.
- If your landlord does not return the security deposit by the prescribed time, then you will need to petition your landlord in Small Claims Court.

Breaking the Lease

- A lease is a binding contract. If either party violates the lease, the offending party is subject to varying penalties under law. There are certain situations in which a tenant can "break" a lease and still retain the security deposit. This depends on the circumstances regarding the termination of the lease, how quickly the landlord is able to find new a tenant for the apartment, and whether or not any damage was done beyond reasonable wear and tear to the property during the tenant's occupancy.
- If a tenant has a lease for an apartment that has become uninhabitable, as defined by law, and the tenant can no longer live in the apartment, the tenant is said to be a victim of constructive eviction. Constructive eviction permits the tenant to break the lease and retain the security deposit. An example of this would be a flood or a fire.
- Breaking the lease for other reasons, not because the property has become uninhabitable or the landlord has done anything wrong, generally does not entitle the tenant to a return of the security deposit, and would in fact subject the tenant to varying legal penalties for violating the contract.
- If the landlord is able to immediately find another tenant to rent the apartment after a tenant breaks the lease and moves out, the landlord would have no grounds for keeping the security deposit paid by the original tenant. If the landlord, despite searching, is not able to find another tenant to rent the property, the landlord would be within rights to sue the tenant for the remaining rent owed in accordance with the lease.
- If a tenant breaks the lease and moves out but leaves the rented residence damaged beyond what would be considered reasonable wear and tear, the tenant would not be able to retain the security deposit. The landlord would use the security deposit to repair the damages caused by the tenant. In order to not be wrongfully accused of damaging the apartment beyond reasonable wear and tear, tenants should carefully survey the property with the landlord and record the condition of the property with photographs.

- If a tenant knows when signing the lease, or the lease renewal, that there might need to vacate the apartment before the lease terminates, the tenant can request a “diplomatic clause” be added to the lease (see Section 6).

Resources

<http://citi-habitats.com>

<http://corcoran.com>

<http://www.elliman.com>

<http://www.housingnyc.com>

<http://streeteasy.com>

<https://www.zumper.com>

Allen, Stewart Lee, Jennifer Cecil, Jack Finnegan, and Belden Megrims. *Newcomer's Handbook for Moving To and Living In New York City*. Portland: First Books, 2009.

Schonberger, Chris and Stuart Schultz. *Guide To Life After College*. 2008, gladspot.com

The New York Times, January 29, 2012. "A Word to the Wise Renter: Insurance". Susan Stellin

The New York Times, March 25, 2012. "When a Rental Needs a Repair". Susan Stellin

Columbia University

Office of Work/Life

Housing Information and Referral Service

a12775@columbia.edu

<http://worklife.columbia.edu>

Please see [website](#) for office locations and additional contact information.

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