

HOUSING AND BUDGETING



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The Relocation Process

Relocation can be an exciting yet stressful time. The more information you have, the easier the process will be. We wish you a smooth and happy move as you begin this new chapter in your life.

Before you begin,

- Think about the kind of surroundings you prefer.
- Consider proximity to home and contacts.
- Will you find support and companionship in your potential home or home area?

What kind of job/internship opportunities will you seek?

Washington, DC is a natural choice for government jobs, just as New York is at the heart of the publishing world. Keep in mind, however, that opportunities abound everywhere in just about every field. *Every* state has a governor's office, and federal branch offices, for example. And even small towns operate some kind of press or publishing company.

Once you've chosen a destination, you're ready to,

- Begin researching a city.
- Talk to friends, family, contacts, and alumnae from the area using AlumNet.
- Ask your employer.
- Visit the housing section in the CDO library and on our web site (www.smith.edu/cdo).
- Check the major newspapers for that area (www.world-newspapers.com).
- Figure out what kind of housing is available, what the different neighborhoods are like, and what price ranges look like (www.salary.com).

Learn about special issues related to housing in your city.

Estimate the cost of living and begin formulating a budget. Once you are informed about your options, you can ...

- Determine if there is a match between your projected earnings and what you could realistically afford.
- Many cities' Chambers of Commerce publish relocation packets and handbooks. In addition, bookstores carry "insider's guides" to major cities that go beyond tourist attractions and include practical information and orientation resources.
- Choose a living situation or decide on a range of possibilities. Apartment? House? Buying? Renting or Subletting? For how long? Alone or with roommates? What kind of situation are you looking for? What is necessary and what is negotiable? If you are relocating with a spouse/child/friend/etc., think about his/her/their needs and come to an agreement and understanding BEFORE beginning the search.

- Plan a search strategy. Consider relocation services, realtors, apartment search agencies, or independent search. Be thorough about investigating the options. And remember that using certain services or real-estate agencies can be very expensive.
- Evaluate prospects. Meet with prospective roommates/housemates.
- Negotiate with the current owner or landlord and make legal and financial arrangements.
- Plan your move and be sure to arrange for mail forwarding, utilities, bank access, and movers.

Recommended housing listing sites:

www.smith.edu/cdo/housing

www.apartments.com

www.craigslist.org

www.subletsearch.com

www.roommates.com

www.vagabond.com



About Leases, Security Deposits, and Other Legal Matters

A lease or rental agreement sets out the rules landlords and tenants agree to follow in their rental relationship. It is a legal contract, as well as an immensely practical document full of crucial business details. It's important to carefully read and understand your lease, and to be sure that your lease or rental agreement complies with all relevant laws including rent control ordinances, health and safety codes, occupancy rules, and anti-discrimination laws. State laws are especially key, setting limits on security deposits, notice requirements for entering rental property, rules for changing or ending a tenancy, and more. Leases vary widely in their formality and level of detail. No matter what kind of lease you have, it needs to cover the basic terms of your tenancy. (To learn more about leases and see samples visit www.findlegalforms.com) Here are some of the most important items to cover.

Sublets

Sublets/Subleases become available when rent-paying tenants rent out their apartments. The term refers to a contract you make with a tenant of an apartment, who then becomes your landlord. Student tenants frequently sublet their apartments during vacations, and therefore subletting is an excellent option for short-term relocation (for summer internships, for example). For all intents and purposes, subletting and subleasing are identical. Because the requirements and standards of both lessors (the owner of the apartment and the tenant) must be taken into account, a sublet is slightly more complicated than a traditional lease agreement. The advantages of subletting are that you may be able to sign a lease shorter than 12 months and you may be able to pay a discounted rental rate.

Subletting an apartment is a legal relationship, despite the fact that you may be dealing rather informally with a student tenant. Know your rights and obligations.

Terms of the Tenancy

Every rental document should state whether it is a rental agreement or a fixed-term lease. A rental agreement establishes a tenancy for a short period of time, usually one month. A month-to-month rental agreement is automatically renewed each month unless you or your tenant give the other the proper notice (typically 30 days) and terminates the agreement. The landlord may increase the rent, change other terms of the tenancy, or terminate it on relatively short notice (usually 30 days)--unless local rent control ordinances specify otherwise. Many landlords prefer to rent month-to-month, particularly in tight rental markets where new tenants can be easily found and rents are trending upwards.

A lease obligates both the tenant and the landlord for a set period of time, usually a year. The landlord can't raise the rent or change other terms until the lease runs out, unless the lease itself provides for modifications. In addition, the landlord usually can neither ask the tenant to move out nor prevail in an eviction lawsuit unless the tenant fails to pay the rent or violates another important term of the lease or state law. At the end of the lease term, the landlord can either decline to renew it or negotiate to sign a new lease with the same or different terms.

Names of All Tenants

Every adult who lives in the rental unit, including both members of a married couple, should be named as tenants and sign a lease or rental agreement. This makes each tenant legally responsible for all terms, including the full amount of the rent and the use of the property. This means, however, that the landlord can legally seek the entire rent from any one of the tenants should the others be unable to pay.

Limits of the Occupancy

The agreement should clearly specify that the rental unit is the residence of only the tenants who have signed the lease and their children. This clause allows a landlord to evict a tenant who moves in a friend or relative, or sublets the unit, without permission.

Rent

Your lease or rental agreement should specify the amount of rent, when it is due (typically, the first of the month), and how it's to be paid (By mail? In person?). To avoid confusion, spell out details such as:

- acceptable payment method(s)
- whether late fees will be due if rent is not paid on time
- the amount of the fee, and whether or not there's any grace period
- penalties incurred should a rent check bounce



Deposits and Fees

The use and return of security deposits is a frequent source of friction between landlords and tenants. See the section on security deposits for more details.

Repairs and Maintenance

The best defense against hassles is to clearly outline the tenant's and landlord's responsibilities for repair and maintenance in your lease or rental agreement. See the section on security deposits for more details.

Entry to Rental Property

A lease or rental agreement should clarify legal right of access to the property. For example, can the landlord enter without the tenant's presence if (s)he needs to make repairs? How much advance notice will the landlord issue before entering?

Restrictions on Tenant Illegal Activity

To avoid trouble, prevent property damage, and limit their exposure to lawsuits from residents and neighbors, many landlords include an explicit lease or rental agreement clause prohibiting disruptive behavior such as excessive noise and illegal activity such as drug dealing.

Other Important Rules and Restrictions

The lease or rental agreement should also be clear on pet policies, limits on the type of business a tenant may run from home, important rules and regulations covering parking and use of common areas, and any other relevant information.

Security Deposit

A security deposit is almost always required to offset the cost of repairing any property damage caused by you during the lease. Find out what the deposit covers and the conditions for a refund. You should inspect the property with the landlord and note any damages in writing and/or take photographs.

If you are charged for damages when you move out, ask for an itemized list of what was charged and the reasons why. Compare this list to the original list you made before you moved in. If there is a problem, let your landlord know immediately.

During the exhausting process of moving into a new apartment, the last thing on your mind is moving-out day. But since your landlord is probably holding a sizable chunk of your money in the form of a security deposit, it's a good idea to prepare for the end of your tenancy right from the beginning.

1. Give your unit a thorough inspection. Don't neglect to check out things that might not be readily apparent, such as water pressure and sink drainage in the kitchen and bathrooms, or operation of appliances. It's best to inspect the premises before you move in; it will be easier to spot problems while the place is bare.
2. Make a detailed inventory of what you find. In some states (AZ, GA, HI, KY, MD, MA, MI, MT, ND, WA, WI), landlords are required to give new tenants a written statement on the condition of the unit at move-in time, including a comprehensive list of existing damage. If your state does not require this, you can always draft one yourself. You may also want to document the condition of your unit with photographs or video. Ideally, you and your landlord should fill out the checklist together to prevent any disputes or disagreements. Rather than simply noting "damage to carpet," for example, state "cigarette burns, frayed edges in carpet next to picture window." The more detailed you are, the clearer it is that you're not responsible for those damages. You and your landlord should both sign the checklist after completing it. Make a copy so that each of you has one.
3. At the end of your tenancy, you'll make another inspection of the same items, noting their condition at move-out time. If any items are damaged, your landlord may hold you responsible for fixing them. But you'll be protected from being billed for damage that existed before you ever moved in.
4. If you've taken all the measures described above, you'll be well protected when you move out. Landlords are typically required to return security deposits from *14 to 30* days after you move out. The landlord must send to your last known address either:
 - Your entire deposit (**plus interest, in some states**) or
 - A written, itemized statement describing how the deposit was applied to back rent, cleaning or repairs, plus the remainder of the deposit.

The general rule is that you are not responsible for normal wear and tear (but landlord/tenant regulations may vary from state to state). If you cause damage by your unreasonable carelessness or deliberate misuse, however, you must pay for it. Because "normal wear and tear" can be interpreted many different ways, disputes often arise. The bottom line is that the better you itemize and document the condition of your unit when you move in, the better case you'll have.

For many students, graduating seniors and young alums, relocating to a new area, finding new housing, and becoming financially independent present exciting new challenges. With careful advanced research, these can be positive learning experiences that develop skills to serve you throughout life.

We wish you well!



BUDGETING WORKSHEET

Below is a sample budget sheet to help you anticipate possible living expenses.

Cost of Living Per Month

LIVING EXPENSES	Rent	\$
	Electric, Gas, Oil, Water, Sewer	
	Telephone, Cable, Internet	
	Food	
	Restaurants/Take Out	
TRANSPORTATION	Car Payment	
	Maintenance/Repair	
	Gas	
	Parking	
	Public Transportation	
INSURANCE	Auto	
	Medical/Dental	
	Home/Apartment	
	Life	
	Other	
TAXES	State & Federal Income Tax	
LOANS	Student Loan Payments	
	Other Payments	
PERSONAL	Household Furnishings	
	Clothing	
	Recreation/Entertainment	
	Gifts	
	Travel	
	Saving	
	Charity	
TOTAL MONTHLY EXPENSES		\$
TOTAL YEARLY EXPENSES (x12)		\$

Putting it Together

TOTAL YEARLY INCOME	\$
+ OTHER SOURCES OF INCOME	
TOTAL	
- YEARLY EXPENSES	
DIFFERENCE	\$