

Before You Sign a Lease

Impress the Landlord. If you find a great apartment, fend off likely competitors by being prepared:

- Check your own credit history and bring along a current credit agency report;
- If possible, ask your previous landlord to write a favorable letter of reference; and,
- Also ask your employer, co-workers, and friends if you can use them as character references (bring a list with names and telephone numbers).

-- **Fees and Deposits.** Find out exactly how much you are expected to pay up-front to rent the apartment. **Note:** security deposits may not be more than one month's rent in stabilized units; fees to superintendents or doormen, commonly called "key money," are illegal.

-- **Ask for a Lease.** Leases provide many important protections for unregulated tenants such as a fixed rent for the duration of the lease. Unless you have a lease, your landlord can also evict you without giving any reason (after 30-days written notice). However, if you want the flexibility of moving on short notice, you may not want a lease.

-- **Read your Lease.** It is important that you examine your lease carefully. Once you and your landlord sign it, the lease is considered executed and you have in effect agreed to every provision inside it. Check for the following:

- Does the lease state the correct rent, address, and landlord?
- Does the lease mention all the amenities agreed upon? Be sure to write down any oral agreements.
- Check your lease to find out the due date for your rent each month, as well as what late charges apply if you miss the deadline.
- 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, has restrictions on running a home business, 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?

-- **Who is on the Lease?** If you are a renter, having your name on the lease gives you more protections and rights than any unsigned tenants. If you want your partner, child, spouse, roommate or relative to have lease protections, it is a good idea to put their name on the lease at the outset (later additions may trigger a vacancy increase in stabilized apartments). But also be aware that more names on the lease may mean more complications in the future if relationships change.

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-- **Roommates?** If you are joining a household as a roommate, try to find out what the primary tenant's plans are. If the primary tenant leaves and you are not on the lease, you have no right to stay in the apartment. If you would like to stay at your discretion, see if you can add your name to the lease, although this may trigger a substantial rent increase in stabilized apartments.

-- **Rent-Stabilized?** If your apartment is rent-stabilized, be sure to keep the following in mind:

- **Ask for the Rent Stabilization Rider.** The Rider describes the rights and obligations of tenants and owners under the Rent Stabilization Law. It also states the previous rent for the apartment.
- **Ask if the building is operating under the 421-a or J-51 tax incentive programs.** If the building was built with the aid of a tax exemption, your rent is regulated for the period of the exemption (usually 10-20 years). At the end of this period, your landlord can charge "market" rates.
- **Are you the first tenant in a decontrolled unit?** If you are the first tenant in a previously *rent-controlled* apartment, the owner should have negotiated with you before charging a rent. You have 90 days from the first day of receipt of notice (called the RR-1 form) to file a "Fair Market Rent Appeal" (FMRA) if you want to challenge the new rent.

-- **Landlord's Right to Access.** If you are concerned about privacy, be sure to ask for wording in the lease limiting the landlord's ability to enter your apartment (except during emergencies). Tenants in multiple dwellings also have the right to install and maintain their own locks on their apartment entrance doors, but you must provide the landlord with a duplicate key upon request.

-- **What Happens if Your Landlord Leaves?** Landlords must notify tenants, by registered or certified mail, of the name and address of the new owner. New owners of rent stabilized buildings are responsible for returning any security deposits and interest. This responsibility exists whether or not the new owner received the security deposits from the former landlord (When a building is sold, the landlord must transfer all security deposits to the new owner within five days, or return the security deposits to the tenants). Foreclosure of the building also does not affect your lease.



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