



## **SUNY Stony Brook Off-Campus Renters Guide**

*May 2006*



Brought to you by the New York Public Interest Research Group and  
The Stony Brook Graduate Student Organization Housing Committee

## ~Acknowledgements~

The 2006 SUNY Stony Brook Off-Campus Housing Renters Guide was written with the help of:

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### Endorsers

#### Graduate Organizations

Graduate Student Employees Union –  
Stony Brook

Behavioral Ecology Group

African Study Group

Graduate Chemical Society

Latin American Caribbean Studies Center

#### Undergraduate Organizations

Commuter Student Association

Feminist Majority Leadership Alliance

Sports Clubs Council

Inter-Fraternity and Sorority Council

Social Justice Organization

Additional thanks to:

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SUNY Stony Brook Commuter Student Services

The Syracuse NYPIRG Consumer Action Project and their Project Leader Ryan Suser

The SUNY Cortland Consumer Action Project

## Introduction

Each year, thousands of talented undergraduate and graduate students attend SUNY Stony Brook and attempt to make downstate New York their new home. For many, living on campus is not an option while others choose to leave campus and live in the surrounding community. For some it's a financial decision, for others it's the next logical step towards greater responsibility and independence. For these off-campus residents, this independence carries with it advantages as well as disadvantages and dealing with landlords can be a learning experience in itself.

Students, like all tenants, have a right to safe, decent and affordable housing. This report, based on a survey developed and compiled by Stony Brook University students working with the New York Public Interest Research Group and the Housing Committee of the Graduate Student Organization at SUNY Stony Brook, offers a "snapshot" of Stony Brook student perception regarding the current off-campus housing situation in Suffolk County, Nassau County and New York City. It also serves as a resource to help prospective student tenants make smart choices about off-campus living.

The information compiled in this report is the result of a survey of student opinions regarding their housing and their landlords. Student tenants who took part in the survey reported on their personal experiences with their landlord and rental space. We offer this report as a tool to aid students in their search for off-campus housing, not as a substitute for their own research.

The New York Public Interest Research Group (NYPIRG) is a statewide student-directed nonprofit organization that promotes civic involvement and teaches students important research, organizing and advocacy skills. NYPIRG's Consumer Action Project, led locally by SUNY Stony Brook Freshman Odilka Santiago and Sophomore Amaad Bhatti, is committed to creating a culture of well informed, active student consumerism by educating students about their rights and responsibilities and producing reports that help students make smart choices.

The Housing Committee of the Stony Brook Graduate Student Organization (GSO), the graduate student government, is one of eight Standing Committees. The Housing Committee is chaired by Dan Woulfin, a 4<sup>th</sup> year Ph.D. Student in History. The committee is responsible for investigating problems with on and off-campus grad housing. Members of the committee live in both on-campus apartment complexes and off-campus housing.

## Methodology

The GSO Housing Committee working with NYPIRG's Consumer Action Project developed the off-campus housing evaluation survey in consultation with the GSO Executive Committee and Senate, NYPIRG Straphangers' Campaign Research Director Matt Glomski, NYPIRG Campus Supervisor Melissa Morahan, and NYPIRG Campaigns Coordinator Fran Clark.

The survey was 33 questions with additional space for comments. Richard Laffers, the GSO webmaster, developed an online version of the evaluation, which was made available to the SUNY Stony Brook population from March 20<sup>th</sup>, 2006 to March 31<sup>st</sup>, 2006. While neither names nor addresses were collected, the survey logged the IP address of the voter's computer to lessen the chance of repeat surveys.

Ten student organizations, five undergraduate and five graduate, endorsed the survey and helped publicize it through their organization's listserves. In addition, two e-mails were sent out to the GSO Senate listserve and two to Graduate Program Coordinators. A total of 287 surveys were filled out by Stony Brook undergraduate and graduate students. While the sample population in this survey is not entirely random, we feel that our selection process adequately reflects a representative slice of Stony Brook's off-campus student tenant population.

Rental units occupied by SUNY Stony Brook students living in the following counties or New York City are represented in this report:

**Suffolk County, New York:** Ninety Percent (90%)

**Nassau County, New York:** One Percent (1%)

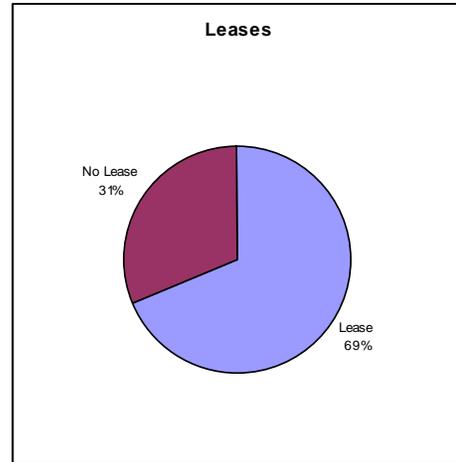
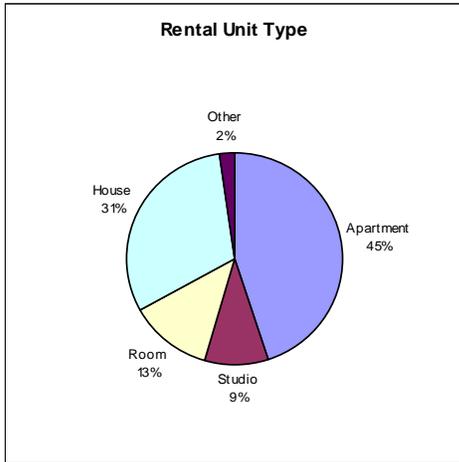
**New York City, New York:** Nine Percent (9%)

After the data was collected, members of the GSO Housing Committee and the NYPIRG Consumer Action Project along with a NYPIRG statistician processed the data to determine the conclusions and recommendations stated in this report.

# Findings & Conclusions

## Housing Units<sup>1</sup>

For the purposes of this guide “renting unit” referred to any apartment, house, or room wherein the tenants share common spaces such as a kitchen, living room, or bathroom.<sup>2</sup> This section of the renters guide addresses the type of housing students rent, their lease, and their utility costs.



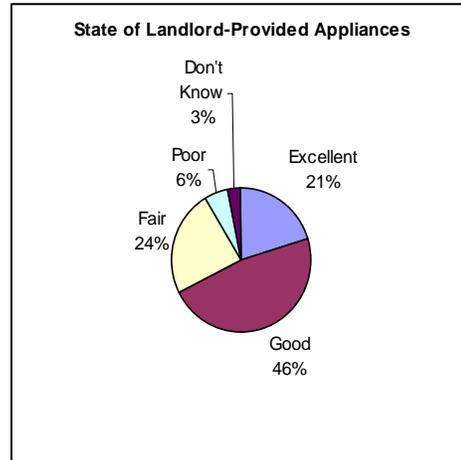
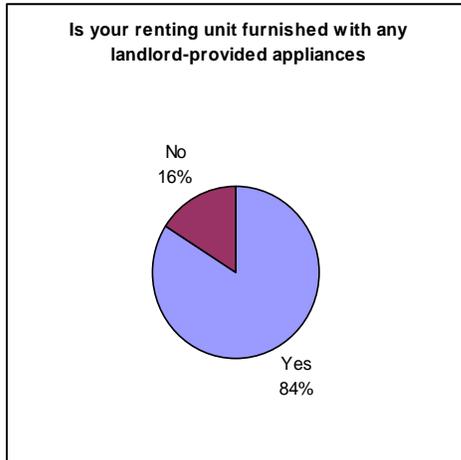
Of those renters who responded to the survey and signed a lease, eighty percent (80%) reported that they signed a 12-month lease, two percent (2%) signed a lease for the academic year and eighteen percent (18%) responded that they did not know. Ninety percent (90%) inspected the housing before signing the lease. Seventy-six percent (76%) did not sign their lease the day they inspected the housing unit. Eighty-eight percent (88%) read the entire lease and ninety percent (90%) still have it in their possession. However, eighty-three percent (83%) did not have a third party review it and while signing their lease nineteen percent (19%) of respondents felt pressured by the landlord to sign. Ninety-two percent (92%) of renters gave a security deposit. Where a renting unit was shared by more than one person eighty-one (81%) of those who responded stated that everyone in the housing signed the lease.

A relatively equal number of respondents reported that before they moved in they looked at one to two units (Thirty percent [30%]) and three to four units (twenty-nine percent [29%]). Thirty-eight percent (38%) reported looking at five or more units and three percent (3%) did not know how many units they investigated.

## *Appliances and Utilities*

<sup>1</sup> Of those who responded, forty-one percent (41%) can have pets in their apartment. Forty-six percent (46%) cannot have pets and thirteen percent (13%) did not know.

<sup>2</sup> These categories are similar to the categories used by the Faculty Student Association’s Off-Campus Housing office at SUNY Stony Brook. See: <http://och.vpsa.sunysb.edu/search/housing/search.cfm>.



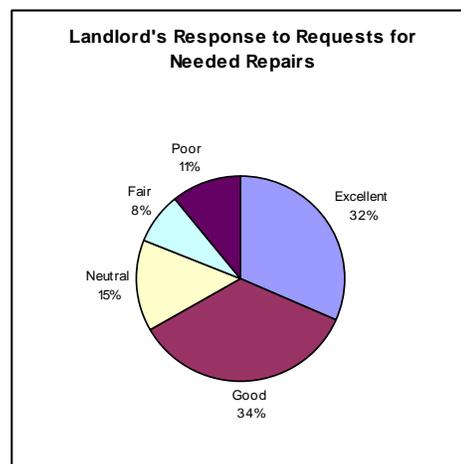
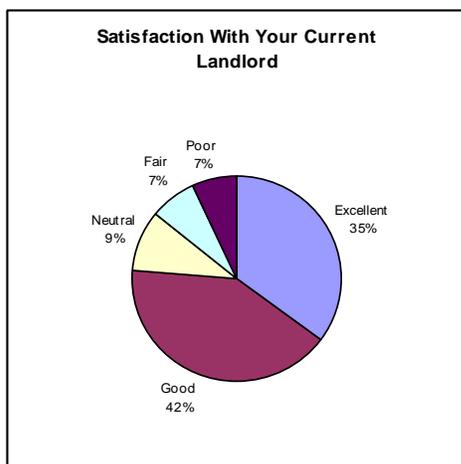
Only twenty percent (20%) reported that none of the following utilities – water, electricity, natural gas, oil, internet, and cable television – were included in their rent. The following table includes the percentages of the utilities included in people’s rent.

Water	Electricity	Natural Gas	Oil	Internet	Cable TV
75%	43%	43%	47%	18%	29%

Of the 287 people who responded to our survey, twenty-three percent (23%) reported not having a laundry machine and dryer on site. Twenty-five (25%) of those respondents who did have laundry on the premises reported that it was coin-operated.

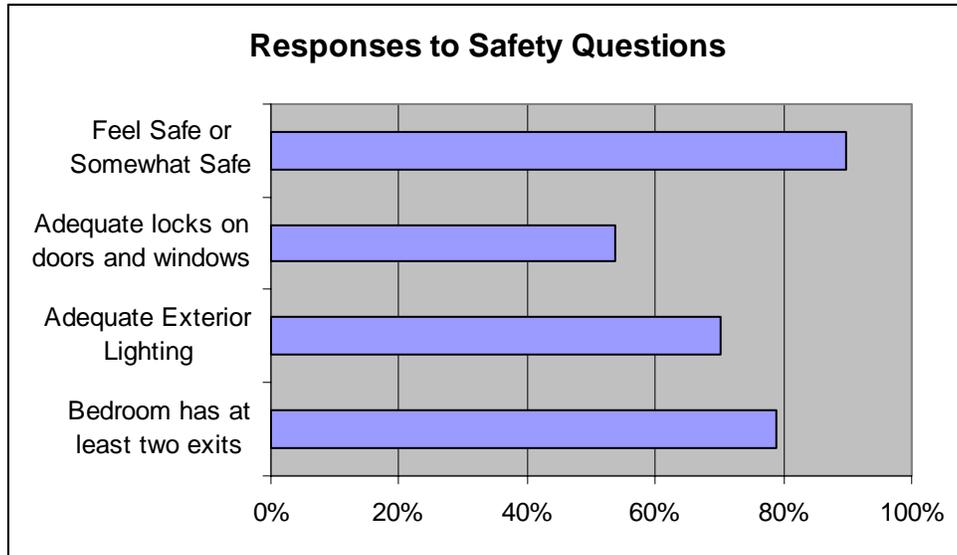
### Tenant Satisfaction

Here we address how the students who responded to our survey ranked their overall satisfaction with their landlords and how student respondents ranked their landlords response to needed repairs. Fifty-nine percent (59%) of students felt that they were getting an excellent or good value for the rent they pay at their current apartment. Forty-one percent (41%) did not.



*Safety:*

Safety is an important concern to student tenants. The majority of our respondents felt safe in their neighborhoods and a similar percentage expressed satisfaction with their landlord’s efforts to address exterior lighting and locks – safety concerns that *are* within a landlord’s control. Nonetheless, it is notable that six percent (6%) of our student respondents did not feel safe in their renting unit and forty-six percent (46%) reported not having adequate locks on their doors and/or windows. It is also of concern that seven percent (7%) reported being victim to a burglary or vandalism at their current residence.



## **Tips for Tenants**

### **House/Apartment Hunting Advice**

- Many people who filled out the survey offered the advice that the best way to find an apartment or house was through personal connections. Since this isn't feasible for everyone, if you are moving to the area for the first time make sure you inspect a few apartments before making your decision. Also, contact your department secretary to see if they can help your search. Be sure to note that, according to the survey, respondents also reported that rent decreases the farther away from campus you live.
- Stony Brook's Faculty Student Association offers an Off-Campus Housing office with online listings of apartments, houses, and rooms to be rented. They do not inspect, approve, or supervise any premises listed with their service. The University does not become party to private landlord-tenant matters. However, the workers at Off-Campus Housing are available to answer questions and give tips when searching for housing. Begin your search right now at <http://och.vpsa.sunysb.edu/>.

### **What if you rent without a lease?**

- Thirty one percent of those surveyed stated that they don't have a lease. Renting without a lease is common but it changes your legal rights. For instance: Month-to-month agreements/leases allow the landlord the right to raise the rent at any time in writing with the tenants consent. Tenants cannot be forced to leave until after a full calendar month passes (for example: if your month-to-month landlord asks you to leave on March 15<sup>th</sup> by rights you will have to be off the premises by May 1<sup>st</sup>).
- For a complete guide to your rights as a tenant please refer to your states attorney general's office. New York renters use [http://www.oag.state.ny.us/realestate/tenants\\_rights\\_guide.html](http://www.oag.state.ny.us/realestate/tenants_rights_guide.html)

### **Read Your Lease**

- Eleven percent of our respondents did not completely read their lease before they signed it and ten percent did not have it in their possession at the time of survey. Those students are putting their credit, their comfort and their safety at risk for no good reason. By signing a lease you are agreeing to important terms about rent, fees, pets, parking, and sometimes even overnight guests. It is a binding document that carries the weight of law; it should not be entered into hastily. Students who need help interpreting a lease or just want a second opinion have resources available in the campus community.

### **Help on Campus**

- Both student governments at Stony Brook, the Graduate Student Organization and the Undergraduate Student Government have retained the use of a lawyer for their members. To contact the GSO Legal Clinic email [sbgrad.legalclinic@gmail.com](mailto:sbgrad.legalclinic@gmail.com) for an appointment and to contact the

USG make an appointment by stopping in the USG office in the Student Activities Center, Suite 202 during normal business hours or calling the USG at 631-632-6460.

- NYPIRG at SUNY Stony Brook offers a Consumer Action Center/Small Claims Court Action Center to provide students and community members with consumer referrals and offer procedural advice for small claims court. You can contact them at 631-632-6458.

### **Know Your Rights**

- Tenants have rights that are guaranteed in state and local law. Landlords are required by law to adequately maintain their properties. On the next page of this report see a list of basic rights afforded every tenant. Visit the website of the Office of the Attorney General for a full list of rights and regulations pertaining to tenants and rental properties.  
<http://www.oag.state.ny.us/>

## **Tenants' Rights**

### **Leases**

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 in effect unless both parties agree.

### **Rent**

Where an agreement is not subject to rent stabilization or rent control or other regulation, a landlord is free to charge any rent agreed upon by both parties. Landlords must provide tenants with a written receipt when rent is paid.

### **Security Deposits**

Virtually all leases require tenants to give their landlords a security deposit. The security deposit is usually one month's rent. The landlord must return the security deposit, less any lawful deduction, to the tenant at the end of the lease or with in a reasonable time thereafter. Landlords of buildings with six or more apartments must put all security deposits in New York bank accounts earning interest at the prevailing rate. Landlords are entitled to annual administrative expenses of 1% of the deposit. All other interest earned on the deposits belongs to the tenants.

### **Subletting or Assigning Leases**

A tenant may not assign or sublet the lease without the landlord's written consent. The landlord may not withhold consent without cause. (This was wrong last year)

### **Eviction**

Following appropriate notice, a landlord may bring a summary non-payment court proceeding to evict a tenant who fails to pay the agreed upon rent when due and to recover outstanding rent. You can be legally evicted only after the landlord has brought a court proceeding and obtained a judgment of possession.

### **Warranty of Habitability and Duty of Repair**

Landlords of buildings with three or more apartments must keep the apartments and the buildings' public areas in "good repair" and clean and free of vermin, garbage or other offensive material. Landlords are required to maintain electrical, plumbing, sanitary, heating and ventilating systems. Any appliances installed by a landlord, such as refrigerators and stoves, must be kept in good and safe working order.

## **Tenants' Organizations**

Tenants have a legal right to organize. They may form, join, and participate in tenants' organizations for the purpose of protecting their rights. Landlords may not harass or penalize tenants who exercise this right. Tenants' groups have the right to meet in any common area in their building, such as lobbies and halls, in a peaceful manner, at reasonable hours without obstructing access to the premises or facilities.

## **Retaliation**

Landlords are prohibited from harassing or retaliating against tenants who exercise their rights. For example, landlords may not seek to evict tenants solely because tenants (a) make good faith complaints to a government agency about violations of any health or safety laws; or (b) take good faith actions to protect rights under their lease; or (c) participate in tenants' organizations. Tenants may collect damages from landlords who violate this law, which applies to all rentals except owner-occupied dwellings with fewer than four units.

## **Right to Privacy**

Tenants have the right to privacy within their apartments. A landlord, however, may enter a tenant's apartment with reasonable prior notice, and at a reasonable time: (a) to provide necessary or agreed upon repairs or services; or (b) in accordance with the lease; or (c) to show the apartment to prospective purchasers or tenants. In emergencies, such as fires, the landlord may enter the apartment without the tenant's consent. A landlord may not abuse this limited right of entry or use it to harass a tenant.