

# *should you* **MOVE IN** *with him?*



OK, you're ready to say goodbye to the single life and say hello to living together. Sounds romantic. But what about the other stuff? We're talking money, belongings *and* your emotions.

**BY** Erin Brereton

**Y**ou sleep at his place every night, or vice versa, and share everything anyway—why not share the rent bill, too? It may sound like a grand plan now, but living with your lover is a big step that carries with it financial consequences. Before you throw out the welcome mat, consider these women's stories ...

When Nicole\* first moved in with Dan\*, she was wildly in love—and also practical, so she added his name to the lease on her apartment.

Yet, four months later, when the couple decided to look for a larger place together in New York City, they found their new leasing company wouldn't let them put both names on the lease to their new Upper West Side apartment because they weren't married.

"It's a pretty common situation in New York, really," Nicole says. "So I put my name on the lease and the realty company drew up an agreement for Dan to pay me. He became my under tenant."

Within four months, they were engaged. And then, in an unforeseen twist, Nicole returned from a weekend away visiting friends to an empty apartment.

\* Names have been changed.

Dan didn't come home. He didn't want to live together anymore. And he no longer wanted to get married.

Dan's cold feet caused more than emotional distress: With New York's extremely high rent prices, their break-up put Nicole in a serious financial bind.

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"I was devastated," Nicole says. "The problems of co-renting the apartment just added to my feelings. It was a messy situation anyway, and made even worse because I had to deal with [the money situation]."

Nicole's Upper West Side apartment

cost \$2,450 a month. While splitting it with Dan, she had no problem making rent. But now—suddenly single—she was faced with the bulky bill each month. Moving meant paying a relocation broker fee of \$3,000 and putting down a new hefty security deposit; and there was always the chance she could lose her current apartment deposit, almost \$5,000, if she broke the lease and left early.

Despite all this, paying the rent herself each month proved too difficult, so Nicole decided to move.

"Moving is very expensive. Dan offered to pay his half of the rent until we found someone to sublet, and the realty company found someone pretty quickly when I asked," Nicole says. "They were very nice about it, but they didn't have to be because technically we owed them money for the rest of the year."

Nicole got lucky—and she got her security deposit back (as well as a new rent-controlled apartment on the Upper East Side). However, not all women breaking up with a live-in boyfriend fare so well. Before you sign a lease or move one box into your shared space, take these five simple steps to protect yourself...

Couple photo this page: © Goner Wild/Ceity Images; Opposite page: © age fotostock/SuperStock. Models in photos used to illustrate story only.





"My boyfriend and I had been dating six months, when he lost the lease to his apartment. I was in the process of buying a house so it seemed like a happy coincidence. He moved in, but things quickly turned sour when it became obvious that he never intended to take responsibility for his own finances. He needed to move out! I was leaving for a weekend trip, and I put all his belonging on the front porch. He moved out while I was away, and that was the end of the relationship."

—Katie, 30, Commerce, MI



"I've never officially moved in with a boyfriend and I don't intend on doing so anytime soon. I've heard far too many horror stories of relationships gone wrong, broken engagements, financial turmoil, etc. However, I did live at my boyfriend's parents' place one summer when we were both home from college. It went over okay, especially considering we were allowed to share a bedroom together. Separate beds of course...wink, wink."

—Julie, 26, Ann Arbor, MI



"I had been dating this man for about six months when he moved into my house. There were so many things about him that fascinated me—he was a musician, an artist and a fantastic singer. I was 'in love' and blinded to all of his flaws, of which there were many, including drugs and drinking. I thought he would overcome his demons, but he couldn't or wouldn't. After about two years living together, I knew it was time for the relationship to end, and I told him he had to move out."

—Maureen, 58, Mount Prospect, IL



"My boyfriend of four years and I were days away from moving in together, when I decided to end the relationship. He was understandably upset as he had been dealing with the difficult process of working with a broker in New York. I knew moving in together was a huge step in the relationship and I realized it wasn't one I was ready to take—we'd just break up in the end. I think it's important to live on your own for a while before making the step to move in together."

—Bethany, 25, Chicago, IL

### 1 LET YOUR LANDLORD BE THE LANDLORD

"[Couples] both should agree to signing the lease so no one is left vulnerable should the relationship dissolve," says Robert J. Nachshin, a Los Angeles-based lawyer and co-author of *I Do, You Do...But Just Sign Here: A Quick and Easy Guide to Cohabitation, Prenuptial and Postnuptial Agreements* (Execuprov Pr, \$14.95) with Scott N. Weston. "Far too often, one person is left trying to get the security deposit back or paying for damages or wear and tear by both parties. It would be very hard and expensive to get a court to force the non-signing party to incur any expense or liability for a lease breach or damages."

And forget about trying to legally get him to pay for rent after he's left if you're the only one on the lease. "If your name is on the contract, no matter how many people move in or out of your rented place, you are still the liable party," Nachshin says.

### 2 SPLIT UP YOUR STUFF BEFORE YOU SPLIT UP

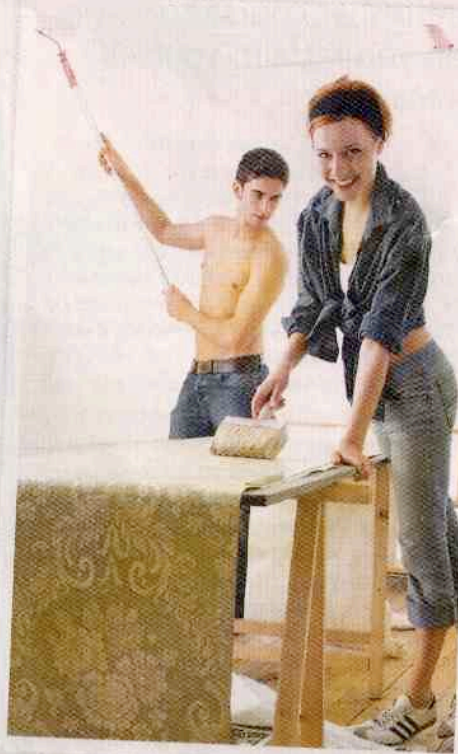
"Every couple that lives together should have a written contract...with written stipulations as to who gets what in the way of furniture, appliances, etc., in case the relationship dissolves," Nachshin says. "It will be a 'he said, she said,' problem or the courts will decide who gets what if there is no written contract."

That includes things purchased during the relationship and before. "Even if you bring things with you into the [relationship]—your grandmother's china, the friendly golden retriever—without having in writing who came into the cohabitation relationship with what specifically, you stand the chance of getting nothing," Nachshin says.

### 3 PRE-AGREE FOR YOUR BOYFRIEND TO HELP PAY THE BILLS IF HE GOES AWOL

Again, not protecting yourself upfront can get pricey. "[When you] put together a cohabitation agreement, state all the particulars in writing," Nachshin says. "Perhaps you will agree to take on the obligation of the lease and stay in the rental while the other person agrees to take those utility bills with them. Or, your agreement can state no matter whose name is on the lease or utilities, you both agree to pay half." If you didn't clarify who pays what before moving in, moving out can become much more expensive. "If he refuses when you

ask and you find yourself having to take him to court, it could get expensive," Nachshin says. "If the amount is under \$5,000, check with your county and state—you would be better off going to Small Claims Court to retrieve what you feel you are owed. If your name is on the lease and the utility bills, you may have a hard time getting reimbursement."



### 4 DON'T GET YOURSELF IN A SUDDEN-MOVE SITUATION UNPREPARED

A sudden move can be pricey. Can you give your ex the bill? Possibly, but the cost of relocating can often outweigh the cost of trying to force him to pay for it. "What it may cost to hire an attorney or take the matter before a court could cost far more than the movers," says Nachshin. "[That's] another reason to have a contract in place."

### 5 IF ALL ELSE FAILS AND YOU NEED TO, COMPROMISE TO GET HIM OUT

What if your ex doesn't want to move out and wants you to instead? "There could be quite a battle if he doesn't want to leave," says Nachshin. "[It] is best to either settle with him, i.e., get him to move in exchange for giving him moving expenses, or rent a new place and try and terminate the existing lease." **CW**