

# Your Rights as a Tenant



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**STUDENTS' LEGAL ASSISTANCE OFFICE**

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## BEFORE SIGNING A LEASE

1. Get as much information about the landlord and the dwelling unit as possible. The best source of information is from past or current residents. Important questions to ask:
  - a. Does the landlord make repairs when requested?
  - b. Does the landlord respect your privacy and otherwise treat tenants with respect?
  - c. Does the landlord keep his promises?
  - d. Would you rent from this landlord again?
  - e. Would you rent this house again and what did you wish you had known about the landlord, the house or apartment or the neighborhood that you only learned after signing the lease?
2. Request the prospective landlord provide you a copy of the lease to take with you and review before you sign it. Students Legal Assistance will review leases free of charge for SIUC students. **If the landlord refuses to provide you a copy of the proposed lease, take your business elsewhere.** Make a copy of the lease for your records.
3. Make sure you understand the lease fully **before** you sign it. **Be aware of charges in addition to rent.** Often additional fees are imposed for rent paid late, lawn mowing, trash pick-up, service calls, utility bills, use of furniture or appliances, pets, overnight guests, parking permits, cleaning expenses, replacement or repair expenses, subletting and violations of various lease clauses, including failure to give proper notice of intent not to renew a lease. Some landlords further require that the tenants' parents sign the lease as guarantors.

**Remember, if the lease says one thing and the landlord has promised something to the contrary, the lease will generally supercede. All agreements between you and the landlord should be included, in writing, in the lease.**
4. Never put a deposit down to hold a dwelling unit unless you are prepared to lose it if you change your mind. Many landlords will not return deposits in this situation, even if you have not yet signed a lease.
5. Start looking for housing at least six months before you plan to move in. The best housing is often rented many months in advance. If you wait too long your choices may be very limited.
6. If you have any further questions, ask an attorney before you sign the lease. Ask us-stop by our office or call us and make an appointment if you would like us to review your lease before you sign.

### STUDENTS' LEGAL ASSISTANCE

3rd floor of the Student Center

**Call to schedule an appointment: 536-6677**



## *Rights and Responsibilities*

### **Summary of Landlords' Rights:**

- The right to be paid rent on time and in full.
- The right to expect that the Tenant will not damage the rental property.
- The right to expect the Tenant to abide by the terms of the signed lease contract.
- The right to look after their own interests and protect their rights.

### **Summary of Tenants' Rights:**

- The right to not be discriminated against because of race, sex, handicap or because they have children.
- The right to a fair and reasonable lease. (Read before you sign!)
- The right to not be intruded upon by the landlord.
- The right to have a decent place to live in exchange for the rent that they pay.
- The right to receive all the protection of the law before being forced to move.
- The right to look after their own interests and protect their rights.

### **Tenants have certain rights, and before you rent, you should know what they are.**

This booklet does not contain everything you need to know about Illinois Landlord-Tenant Law. It is a summarized, simple reminder of points you should be aware of when renting a place to live. It was designed to give you a quick review of important issues. Before relying on information contained here, you may want to consult an attorney.

In addition, to protect many of the rights described in this booklet you will need to see an attorney. However, you should know that you can sue your landlord and represent yourself in small claims court if you are suing for \$5,000 or less. The Students' Legal Assistance Office has a booklet on how to file your own small claims action and in certain cases they will represent students in Landlord-Tenant matters.

## WHEN YOU RENT A PLACE TO LIVE

A written lease that spells out the rights and duties of both the landlord and the tenant is usually a good idea. ***Be sure to read the lease carefully.***

If you have a written lease, and the landlord makes additional promises to you orally, be sure to have them written down and included in the lease, otherwise they are not enforceable.

Remember, you should always ***pay your rent by check or get a signed receipt if you pay with cash.*** Keep your receipts or canceled checks; you may need them later.

## UNDERSTANDING THE LEASE

A lease is a contract between you and your landlord stating the conditions allowing your use of the landlord's property. The key word here is **CONTRACT**. You will be held responsible for the entire amount of rent due over the course of the contract, and expected to abide by the conditions in the lease ***as soon as you sign it. Make sure you understand what you are signing -- before you sign it!***

The landlord will expect you to pay your rent on time, to keep the property in good condition, and to stay for the duration of the lease. You can expect to have a home that meets basic health and safety requirements of the community and you should have 'quiet enjoyment' of the property.

Beware of exceptionally long leases (over 4 pages). Longer leases generally are written favoring the landlord, and you might want to consider whether this is the kind of landlord you want. If you are not sure what a certain provision means, ask the landlord to explain it to you, and get a second opinion, such as the Students' Legal Assistance Office, if necessary.

Remember, ***it is almost impossible to break a lease***, so be careful what you sign!

## THE BASICS OF A LEASE

A. The lease must name the persons are who are renting the property (lessees) and state who the landlord is (lessor). The names should be accurately spelled and all persons living in the rental should be named.

B. The lease must identify the rental property by address and unit number.

C. In most cases, the lease must be signed by both parties to be valid. However, even if no one has actually signed the lease, if you *act* like the lease is in force by paying rent and moving in, and the landlord accepts your rent, the lease would probably be valid. Ask the landlord for a copy of the lease that you can take with you and review. If a landlord refuses to give you a copy of the lease, you should refuse to rent from them.

D. The lease should state the start and end dates of the contract. Make sure that this is the time period you want to rent the property. If the landlord tells you he will let you move out at an earlier date, make sure you get that in writing.

E. The amount of rent and when it is due should be clearly stated. Make sure you will be able to keep your agreement on this.

F. The written contract is the sum total of your agreements with the landlord. Oral promises are difficult, if not impossible, to enforce and are often a source of disagreement. Get any promises to repair or replace items in the rental in writing, no matter how nice the landlord appears. Often the lease states that any oral promises made outside the lease agreement are not valid.

## COMMON PROVISIONS IN A LEASE THAT YOU SHOULD UNDERSTAND

### 1. Joint And Several Liability

This clause is found in most leases and can cause you a lot of headaches if you are not careful. If you are sharing a rental with other persons, ***all of you and each of you*** are liable for the ***entire*** rent and for any damage to the rental property. What this actually means is that the landlord does not care ***who*** pays the rent, just that it is all paid. For example, if four persons are sharing a rental for \$400 a month and one of the tenants leaves, the other three tenants must make up the other \$100 to the landlord. The remaining tenants may be subject to fines, eviction, and loss of their deposit. It is not necessary for the landlord to chase down the nonpaying tenant, the he will simply try to collect from the remaining tenant(s). It will be up to you to collect anything owed by the nonpaying tenant.

***Whoever has their name on the lease and signs it can be held liable for all of the conditions of the lease.*** So be careful who you rent with and make sure you know who has paid their rent each month. We recommend having a **Roommate Agreement** (included at the end of this booklet, pages 31-33) to specify who pays what share of rent and bills.

### 2. Subleasing

Although you have a legal right to sublet the property if you want to move before the lease is up, most leases state that you can only sublease with the written permission of the landlord. Still others will specify a cost to you if the landlord has to try to find a sublessee for you. However, if you offer the landlord a 'suitable' subtenant and the landlord refuses to rent to him\her, the landlord cannot hold you responsible for any rent the subtenant would have paid.

In all cases, subleasing can be complicated, and *does not necessarily relieve you of all your responsibilities*. For instance, if the sublessee leaves without paying rent, or damages the property, you may still be liable for any amount due. We strongly recommend a formal contract between you and anyone subletting from you (see **Sublease Agreement**, page 28, included in this booklet). It should be emphasized that *landlord approval is necessary*, unless specifically stated otherwise in your lease.

If at all possible you should try to get the landlord to write a new lease for the new tenant, this would end any further liability to you. In most cases the landlord will not be willing to do this, and does not have to do it, but you can try.

### 3. Deposits

Your landlord will probably expect you to also pay a damage deposit. You have the right to full return of your deposit if you have not damaged any property and you leave the premises in as good, or better, condition than when you first moved in. This is often a source of disagreement between landlord and tenant. We urge you to use an **Inventory Checklist**, pages 34-37, like the one included at the end of this booklet. Go over the rental unit carefully and notify your landlord of any damages which you might later be charged for later, for example: torn screens, broken windows, stained carpets, etc. **Document these things**. If at all possible, inspect the rental with the landlord before vacating and ask at that time if you will be receiving your deposit back. (Be aware that some landlords impose ‘cleaning fees’ which are required and must be paid, regardless of the condition in which you leave the rental. However, you should *never sign* a lease containing such unwarranted charges.)

The landlord is not required to give you any notice concerning the return of your deposit, with three exceptions. First, if you live in an apartment complex with five or more units, the landlord must notify you within thirty days of your vacating the premises of the status of your deposit. Second, mobile home renters who live in a mobile home park with five or more units must be notified of the status of their deposit within 15 days of termination of the lease. ***The tenant's failure to object to the itemized list within 15 days shall constitute an agreement upon the amount of damages specified therein.*** The third exception is that some leases state a time period in which the landlord must notify you about your deposit, but most do not. You may be forced to take the landlord to small claims court to recover your deposit if you feel it is being kept unfairly, so inspect the place carefully when you move in and when you move out. The landlord will have to produce proof of damages (usually by repair receipts) to the judge if you end up in small claims court.

#### 4. Repairs

Generally, it is not your duty to repair things that are from normal wear and tear. Unless you damage the property, you should not be asked to pay for repairs to things like refrigerators, water heaters or foundation work. Look for provisions in a lease that give you the responsibility of paying for repairs. A landlord may stipulate that he/she is not responsible for paying for repairs to an air conditioner or a washer/dryer, since they are not necessities.

If you want your landlord to fix something, make sure you notify them about it, preferably in writing. Keep a copy of the letter.

## 5. Special Conditions

These are things you may be agreeing to in the lease and it could be considered a breach of your contract if you don't keep your agreements. Breaching the contract can allow the landlord to fine you or evict you, as stated in your contract. Some of the more common conditions to look for in a lease are:

- **PETS:** If you have or want to have pets make sure this is allowed. It is not recommended to try to hide the fact that you have pets.
- **VISITORS:** Sometimes there is a provision in the lease that allows the landlord to charge you extra for overnight guests; \$5 per night is a typical charge. The lease may also state that you must notify the landlord before the guest stays over. The number of visitors at a time might also be included, to cut down on big, all night parties. The lease may even state that **NO VISITORS** may spend the night. Be aware that if persons other than those stated on the lease stay in the rental you could be fined or evicted depending on the specific terms of your lease. If these terms do not suit your lifestyle, you probably should not sign such an agreement.
- **ADDITIONAL CHARGES:** Landlords will often charge you extra fees if you breach certain "provisions." For example, if you are late with the rent it may cost you \$5, \$10, or even \$15 extra per day. Read the lease carefully and be sure you know exactly when all payments are due. Some leases require rent payments to start months before you take occupancy. If you have a pet and you are not supposed to have one, it may cost you \$50 or more, and you may have to move or give up your pet. Some landlords also charge for mowing the grass, and may charge \$15-\$40 each time. Make sure you know what

charges are listed in the lease and what they are for. If the charges seem excessive or unfair you should discuss this with the landlord or reconsider renting from this person. Under Illinois law, the landlord may not impose a charge which is a *penalty*, but he may impose *reasonable* charge which you can agree on in *advance*. Once you sign the contract it is difficult to escape liability for such charges.

- **ABANDONMENT:** You may see a provision that allows the landlord immediate occupancy of the rental and even allows confiscation of any property you leave behind if it appears that you have moved out and you are behind in your rent. This is a way that the landlord can bypass the normal eviction process. The landlord has this right by law, with or without this provision stated in the lease, if it is reasonable for someone to assume you have moved from the premises. For instance -- having some of your utilities disconnected, having many of your personal possessions removed, not having paid your rent on time, or not actually residing at the rental property -- these kinds of things could cause your landlord to believe that you have abandoned the premises.
- **QUIET HOURS:** Look for time restrictions for music, parties, and visitors. Some restrictions may be too strict for your lifestyle and you should be certain you can abide by the rules before you sign such a lease.

**RIGHT OF ENTRY:** Any provision that allows the landlord a right to enter the rental “at any time and without notice” or “for any reason” should not be accepted. A more reasonable “right of entry” would be for the landlord to reserve the right to enter during normal business hours with notice to the tenants and for the purpose of repairing, inspecting, or protecting their property.

## WHEN THE LANDLORD WON' T MAKE REPAIRS

**Unless the landlord has promised to make repairs, he or she doesn't have to make them.** If the landlord has promised to make repairs, you may be able to sue in court to make him keep to the agreement. If the landlord tries to evict you because you haven't paid the rent, you can claim the cost of repairs you made to the house and the judge *might* allow a deduction off of the amount of rent owed, especially if you have *written proof*, like receipts, of your expenses.

*There is no guarantee, however, that this will be allowed.*

**Even if the landlord didn't promise to make repairs, if the house is in such poor condition that it is uninhabitable, then the legal situation changes.**

If the house has:

- holes in walls, floors, or windows
- clogged plumbing
- no hot water
- no heat or poor insulation in winter
- no screens on windows in summer
- no indoor toilet
- sagging floors or leaning walls
- rats and other pests

and the landlord won't do anything about it, then there are several things you can do:

1. Report the landlord to the Housing Inspector of your city.

Some (but not all) cities have a building code and the building inspector can order the landlord to make repairs. The Carbondale Building Inspector can be found in the Office of Building and Neighborhood Services, # 618-549-5302.

2. Report the Landlord to the city or county health department.

Look in the telephone book under the city or county for the Health Department.

3. Complain to the State's Attorney

The landlord may be guilty of Criminal Housing Management. The State's Attorney's office is located in your county courthouse.

4. Make necessary repairs on the house yourself.

Keep the bills as evidence of the costs. If the landlord tries to evict you, you can claim the costs of repairs or you can sue for these costs, if the repairs were necessary. Be aware that this is a risky proposition. It is up to the Judge to determine whether or not the repairs were necessary, or if the landlord should have been responsible for the repairs. (See details in following section)

5. Sue the landlord for letting the house be rented to you in such poor condition.

This is called **Breach of Implied Warranty of Habitability**. In other words, when a landlord rents a place the law says (even if *he* didn't say it) that there is an implied promise to provide a decent place to live. You may be able to win the damages you have suffered living in a house that is in very poor condition. In most cases you would be required to pay a reduced amount of rent based on the diminished value of the premises.

6. If you are forced to leave because conditions are so bad, you may be able to sue the Landlord for Constructive Eviction.

In other words, the refusal to repair was just as much an eviction as if the landlord had filed an eviction action in court, and since the landlord did not follow proper procedures, he may be liable for damages. **The landlord cannot evict you for complaining to the Housing Inspector or to the Health Department.** If he does evict you, you can defend yourself to the court by arguing that the landlord is retaliating against you for reporting them to the government agencies, as is your right. The landlord's failure to make repairs must result in the premises being rendered uninhabited before constructive eviction can be claimed.

## WHEN THE TENANT REFUSES TO PAY THE RENT BECAUSE OF BAD CONDITIONS

In some states, you can refuse to pay until the landlord makes repairs, but ***NOT IN ILLINOIS***. However, in some situations, you would be allowed to make the repairs and deduct the costs of the repairs from your rent.

If you withhold any rent, you risk getting evicted for not paying rent. If you are willing to take that risk, here are some things you should do to protect yourself:

1. Ask the local Building Inspector in the office of Building and Neighborhood Services to come inspect the property. The Building Inspector may order the landlord to make repairs, and you will not need to withhold rent. Even if the Inspector does not order repairs, the inspection report is still helpful.

2. Tell the landlord about the defects and ask him to make the repairs. Put your complaints in writing and give the list of problems to the landlord.

3. Tell the landlord (or have your attorney tell him) that unless he begins to make the repairs within a certain period of time, you intend to withhold part of your rent.

4. Tell the landlord that you will make all rent payments after he begins to make repairs.

5. You should not withhold ***all*** of your rent. The house has ***some*** value, even with bad conditions. Pay the landlord a ***certain amount*** of rent each month.

6. ***Do not spend any of the rent you withhold from the landlord.*** Put the money in a safe place or in the bank in case you are taken to court for nonpayment of your rent. Having the money put aside will show that you do intend to pay when repairs are made.

7. Seek the advice and representation of an attorney especially if the landlord files suit.

If you follows these steps, your chances of getting the landlord to make necessary repairs

are much greater, and your chances of being evicted are much less.

***Remember, you should not withhold rent unless:***

1. You first complain to the landlord in writing about the problems, and tell him that you intend to withhold a portion of the rent until repairs are under way.
2. You give the landlord a reasonable amount of time to make the repairs.
3. You are prepared to go through the eviction procedure.
4. You have another place to stay.

***There are some exceptions to this provision for withholding rent :***

- If you are receiving public aid

***and...***

- If you live in a city that has a housing code (like Carbondale) and a Housing Inspector,

***then...***

You can report the poor conditions of the house to your ***Public Aid Caseworker***. The caseworker can ask the Housing Inspector to inspect the premises and if he finds housing code violations, the Department of Public Aid can withhold the rent from your public aid check.

If this happens, three things result:

1. You do not have to pay rent.
2. You cannot be evicted.
3. The landlord has to make repairs in order to get the rent from the Department of Public Aid.

***This must be done by the Department of Public Aid; you cannot withhold rent on your own.***

### WHEN YOU CANNOT PAY THE RENT

You should always pay by check, or get a signed receipt, so that you can prove you paid your rent. Keep canceled checks and receipts. This is very important, in the event you ever have to go to court.

If you cannot pay your rent, you should talk to your landlord before you get behind and try to make arrangements for payment. He might agree to accept less rent, or to accept a portion now and the balance later. You should make every effort to work out payment arrangements with your landlord. Be dependable and pay the amount you agreed to pay when you said you would. If the landlord agrees to allow you to pay rent later, ask if he will also waive any late charges. You should ask him to put any agreements he makes with you *in writing*.

**Be aware:** If you have a written lease which says that *you waive the right to notice*, then you are not entitled to even a 5 day notice. The landlord can file suit as soon as you get behind on your rent without giving you any time to come up it.

### WHEN THE LANDLORD WANTS YOU TO MOVE OUT

If you do not have any agreement to rent, either oral or written, the landlord can just tell you to leave. It is not necessary for him to file an eviction action in court against you, since you are not legally considered a “tenant.”

However, if you have a current lease and you cannot agree on how or when you are to move out, the landlord cannot evict you unless you have not paid the rent, or unless you have broken one of the agreements in the lease. These agreements are often very broad; for example, “tenant agrees to maintain the premises in a safe and peaceful manner.” If you have paid the rent

and the landlord tries to evict you, ask the landlord what agreement in the lease you have broken. The landlord cannot evict you because you complained to the building inspector about the condition of the property, or because of your race, sex, or number of children.

When you have a lease and the landlord wants to evict you, there are specific steps that he must follow. A landlord cannot legally make you move without going through these steps:

#### STEP # 1 NOTICE

Unless your lease states that you waive your right to a written notice, ***the landlord must give you a proper written notice of intent to file***. This notice does not have to be served by a sheriff. But the form of the notice and the way it is served must meet certain requirements. The amount of time provided in the notice varies depending on the reason you are being served. If you do receive such a notice, you should see an attorney.

If you are behind in your rent, you are entitled to only five (5) days notice before suit can be brought against you. If you are not behind in your rent, but you have breached a condition of your lease, you are entitled to ten (10) days notice. If you do not have a written lease, and if you are not behind in rent, you are entitled to thirty (30) days notice. If you are renting your place on a week-to-week basis, then you get only seven (7) days notice.

As mentioned before, however, ***if your lease states that you waive your right to notice, the landlord does not have to give you any notice at all before commencing suit.***

#### STEP #2 – FILING THE LAWSUIT

The landlord must file an eviction lawsuit in the Circuit Clerk's office in the courthouse in the county seat. This is called a "Forcible Entry and Detainer Action." The Sheriff then delivers the legal papers to you, the tenant. The papers tell you the date and time to appear in

court at the county seat for a hearing. In Jackson County this would be the Courthouse in Murphysboro. *The landlord must wait to file the lawsuit until the notice period is up.*

### STEP #3 - HEARING

Usually, about 10 days after the complaint is filed, there will be a hearing. At the hearing, you can be represented by a lawyer or you can represent yourself. You also have a right to a jury if you request one at the time you are first required to appear, or before. You will also be charged for the jury demand by the Circuit Clerk. At the hearing you can tell the judge if the landlord failed to make repairs, didn't keep promises or didn't give you the proper notice before initiating the lawsuit. If the house was in an uninhabitable condition or if you made repairs, the court may reduce the amount of unpaid rent that you owe.

### STEP#4 - ORDER BY THE COURT

If the court finds against you, you may be ordered to pay any unpaid rent. You can ask the judge to let you make the payments over a period of time. The court may also order you to vacate the premises. Usually, you have 5 days after the hearing to move out, though you may be ordered to vacate immediately.

### STEP#5 - JUDGEMENT FOR POSSESSION

The landlord must wait until the Sheriff delivers the **Judgment for Possession** to you which gives the Sheriff the power to move you and your property out. When this happens, the landlord may return with the Sheriff to put you, your children, and any possessions out of the dwelling. Try talking to the landlord to see if he will agree to give you some more time. You can either talk to him yourself or enlist the help of a friend or an attorney.

## WHEN A ROOMMATE LEAVES

If necessary you should refer back to the section on **Joint And Several Liability**, discussed on page 4; that is the basic legal principle ruling in this situation. It works like this, if one of several renters leaves a dwelling, the remaining renters must make up the difference in rent to the landlord or *they* may be considered delinquent in paying their rent. This could result in eviction, fines, or both. It is NOT the landlord's duty to chase down the renter who left and is no longer paying rent. It is up to you to pursue the person who left and try to collect from them, or the remaining renters will have to make up the difference. A small claims action can be filed against them, but if the person does not have much money, or cannot be found, it will be very difficult for you to collect anything, even if you win a judgment in court.

To avoid getting burned, when a roommate is planning to leave, make sure that you do the following:

1. Discuss the situation with the person who is leaving and make sure they realize that it is their responsibility to continue to pay their share of the rent, unless a sublessee is found, and this is agreeable to the landlord. You should make a written agreement with them that they will pay any unpaid amounts that they owe the landlord, utilities, or other roommates.

2. Talk to the landlord and make sure he is aware that one of the renters is moving out. Find out if there is any back rent due from the roommate that is leaving (maybe the roommate paid his rent, but the check bounced).

3. Before the roommate leaves make sure they have paid their share of the electric, phone, cable, and any other mutual expenses. Whoever has the utilities in their name will be responsible to pay ALL of that bill. If a utility bill or phone bill is left unpaid, anyone whose

name is listed as being a resident of the unit, may have difficulty getting power or a phone in the future at a new location until the old bill is settled.

4. If at all possible, get the forwarding address for the person moving out, or a phone number or address of a parent. Again, if you can get a signed statement of what is owed by them, this could be very helpful to the remaining roommates.

5. It is very difficult to get money from someone who has left the area and is financially unstable, so try to settle debts BEFORE the person leaves.

Using a roommate agreement, like the one included in this booklet, can be a very effective way to ensure all roommates know what their legal responsibilities are, both to the landlord and to the other renters. A signed roommate agreement will also be very helpful should you have to take the person to court for not meeting their obligations.

### WHEN YOUR LEASE IS UP

Sometimes a landlord will allow you to stay beyond your lease and pay rent on a monthly basis after the original lease term has expired. Typically, this is considered to be a month-to-month tenancy. In this case, you or the landlord, depending on who wants to terminate tenancy, must give the other person thirty days written notice. No reason needs to be given.

Be aware, however, that some leases contain automatic renewal clauses which automatically renew the lease for another term if neither party gives written notice of their intent not to renew.

Always talk to your landlord if you want to stay beyond the end of your lease to make sure he agrees; if you fail to leave when your lease is up, you could be held responsible for

**double rent** as a “holdover tenant.” However, your landlord must first give you notice of his intent to claim it. You may also incur other charges, if your delay interferes with a new tenant beginning his or her lease.

### WHEN THE LANDLORD WILL NOT RETURN YOUR DEPOSIT

The landlord can keep all or part of your deposit for things like back rent, cleaning, or damage done to the premises during your stay. The landlord **MUST** notify you within 30 days about the status of your deposit **ONLY IF** it is specifically stated in the lease, or if you live in an apartment containing five or more units. *Under Illinois law the landlord does not have to notify you about your deposit and will not receive any penalty for not giving it back to you, if nothing is stated in the lease about return of deposit, or you live in a rental with less than 5 units.*

If your landlord is withholding your deposit follow these steps:

1. Communicate with the landlord and find out why it is being withheld. If you are not able to talk to the landlord, send a letter and keep a copy.
2. If you do not agree with the reasons the landlord is keeping your deposit, notify him in writing what you do not agree with him. Ask to see copies of any receipts for claimed repairs.
3. If you are still not satisfied, you have the right to file an action in Small Claims Court to get your deposit back. The repairs have to be reasonable and the landlord will have to show proof of claimed repairs to the court. The Students’ Legal Assistance Office can help you with your claim. Sometimes disputes can be settled through negotiations without going to court.

To avoid these kinds of problems we suggest you use an inventory check list like the one at the end of this booklet. The landlord will not be able to charge you for repair costs that were

not your fault, so be sure to document the condition of the rental property when you move in and when you move out. Pictures might be a good idea if you are moving into a rental with some major problems. It is also suggested that you meet with the landlord on the day you move out and discuss the return of your deposit with him. *Leave the rental property clean.*

### ZONING

Some municipalities, including the City of Carbondale, have placed restrictions on the number of unrelated individuals who may legally reside in a dwelling. Before signing a lease, the prospective tenants should contact the city zoning authorities to find out if such restrictions apply to the property they are considering renting.

**BE FOREWARNED:** Unrelated tenants who lease property in areas zoned for single families, may be stuck with a rental contract they cannot afford when the city evicts the illegal tenants. Typically, students simply do not list everyone on the lease when they are attempting to rent a single-family dwelling. However, those individuals who are named in the lease, and have signed the lease, will be responsible for all of the rent when one or more of the other tenants (whose names are not on the lease) are evicted from the dwelling as illegal tenants.

If the Lessor will not allow ALL of the individuals who intend to reside in the dwelling to sign the lease, they should contact the city zoning office to determine if occupancy of more than two unrelated individuals will be legal. The landlord may be trying to rent a residence zoned for single families out to students and doesn't want their names on the lease. The landlord could later claim that he did not agree to rent the dwelling to a group of unrelated persons.

## WHEN A LANDLORD REFUSES TO RENT TO YOU

When you ask a Landlord to rent a house or apartment to you, he or she may turn you down. You do not have a legal right to rent a home, even if you have the money for the rent and the deposit payment. A landlord has no legal obligation to rent to anybody who asks.

❖ **However**, if the landlord refuses to rent to you because of ***your race*** or ***your sex***, he may be violating one of the following:

- **The United States Constitution**
- **The U.S. Civil Rights Act**
- **The Illinois Constitution, and**
- **A City Ordinance** (Carbondale has an ordinance forbidding discrimination in the rental of homes. Cairo and many other cities do not.)

❖ Also, if a landlord refuses to rent to you because you have children, he or she may be violating Illinois law.

❖ If a landlord refuses to rent to you because you are physically or mentally handicapped, he or she may be violating the Illinois Constitution and Illinois law. However, the landlord is not required to make changes to accommodate the handicapped, such as building a ramp.

If you have evidence that you have been discriminated against because of your race or your sex, there are three things you can do:

1. See a lawyer.
2. Send a written complaint to:

U.S. Department of Housing and Urban Development  
Equal Opportunity Division  
300 South Wacker Drive  
Chicago, IL 60600

3. Fill out a charge of discrimination under Carbondale City Ordinance #76-79 and mail it to:

City of Carbondale  
200 S. Illinois Ave.  
Carbondale, IL 62901

If you have evidence that you have been discriminated against because you have children or because you are physically or mentally handicapped, there are two things you can do:

1. See a private attorney.
2. Complain to the State's Attorney. Those kinds of discrimination are a criminal offense. The State's Attorney may be found in the county courthouse.

In addition, if you are discriminated against because you are physically or mentally handicapped, you can fill out a **charge of discrimination under Carbondale City Ordinance #76-79** and mail it to:

City of Carbondale  
P.O. Box 3067  
200 S. Illinois Ave.  
Carbondale, IL 62901

## WHEN YOU LIVE IN PUBLIC HOUSING

Most of what has been said applies to tenants of public housing also. But there are certain important differences:

1. If your income is low, and if you meet certain other requirements you have a right to apply for public housing. Usually there are more people that want to live in public housing than there are units available. But the local Housing Authority must put you on a waiting list and must follow fair procedures, and when they come to you on the list, you should be given an apartment. You have a right to be placed on the waiting list and informed of your progress.

2. You will have a written lease that will spell out the rights and duties of the tenant and the local housing authority. Read the lease to see what those rights and duties are.

3. Public housing projects receive federal funds to operate and local housing authorities can apply for federal funds to fix up projects that are in poor condition.

4. If you are behind in your rent, the local housing authority must give you a special written notice before you can be evicted. If you are current in your rent but the housing authority wants to end your lease, they must give you at least 30 days written notice (except in certain emergencies).

5. Public housing tenants have a right to participate in many decisions of the local housing authority. Many housing projects have tenant councils that represent the interests of the tenants and deal with the local housing authority for them.

6. If you are being wrongfully evicted, or if you disagree on how much rent is due, or you have other complaints about the local housing authority, you have a right to file a grievance.

This is how a grievance works:

- First, you should write out your complaint and take it to the local housing authority office. You can do it orally, but it is better to write it out. Keep a copy for yourself.
- Second, the local housing authority will meet with you informally to try and solve the problem.
- Third, if that doesn't work, a hearing officer or panel, who are agreed upon by you and the local housing authority will hold a hearing. You should appear and present your grievance.
- Fourth, if the grievance involves the amount of rent, before the tenant can have a hearing, he or she must pay to the local housing authority the amount they say is owed. The local housing authority will put the money in escrow. In other words, the money will be set aside until the grievance is settled.

7. Federal regulations limit the amount of rent you can be charged. Your rent should not exceed 1/4 of your adjusted income. Adjusted income is your total income minus deductions for children and extraordinary medical expenses, child care costs, and other eligible deductions.

8. Because the local housing authority receives federal money, they must obey federal regulations.

If you have any questions about practices of the local housing authority or if you believe they are not following the federal regulations outlined here, you may contact:

The U.S. Department of Housing and Urban Development  
524 South Second Street  
Springfield, IL 62700

## **CONCLUSION:**

- Ask the prospective landlord for a copy of the lease to review.
- Take the lease and read it carefully.
- Make a copy for your future reference
- Be sure you understand all stipulations fully before you sign.
- Be sure you can meet all of your obligations before you sign.
- Do not rent from any landlord who will not give you a copy of the lease.
- Do not rent from any landlord who imposes unwarranted and arbitrary fines.

**MODEL LEASE**

This lease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between the **LESSOR** (landlord), address \_\_\_\_\_, \_\_\_\_\_ phone number, and the **LESSEE(S)** (tenants)

\_\_\_\_\_

\_\_\_\_\_

**1. DESCRIPTION OF PREMISES**

The lessor hereby leases to the lessee(s) the dwelling unit located at

\_\_\_\_\_, apartment number \_\_\_\_\_.

This dwelling unit is \_\_\_\_\_ furnished (list of furnishings attached) \_\_\_\_\_ unfurnished.

**2. TERM OF THE LEASE**

This lease shall begin on \_\_\_\_\_, 20 \_\_\_\_, and run continuously until \_\_\_\_\_, 20 \_\_\_\_.

**3. AMOUNT AND DUE DATE OF RENTAL PAYMENTS**

A monthly rental payment of \$ \_\_\_\_\_ shall be due on the \_\_\_\_\_ day of each month, with the first payment due on \_\_\_\_\_, 20 \_\_\_\_, and the final payment due on \_\_\_\_\_, 20 \_\_\_\_\_. The rental payment shall be mailed or delivered to: \_\_\_\_\_.

**4. SECURITY DEPOSIT**

The lessee(s) shall pay to the lessor a security deposit of \$ \_\_\_\_\_ on or before \_\_\_\_\_, 20 \_\_\_\_. This security deposit shall be returned to the lessee(s) within 30 days after the termination of this lease in accordance with the agreements below:

Within five (5) days after the date the lessee(s) move in, an inspection of the dwelling unit shall be made using the attached check-in / check-out sheet. Within 5 days before the termination of this lease, the dwelling shall be reinspected. It shall be the responsibility of the lessee(s) to either repair or pay for the repair of any damage to the dwelling unit **BEYOND NORMAL WEAR AND TEAR**.

The lessor may deduct from the security deposit the cost of repairing damage to the dwelling unit caused by acts of negligence by the lessee(s) or invited guests. For any part of the security deposit withheld to cover the cost of repairing damage to the dwelling unit, the lessor must, within 30 days after the lessee vacates the unit, furnish the lessee(s) an itemized statement of all damage found, the cost of repairing the damage, and copies of the paid receipts for repairs made.

**5. UTILITIES**

- The lessor shall furnish the following utilities/services, as indicated, at no cost to the lessee(s):
- Heat \_\_\_\_\_ , Electricity \_\_\_\_\_ , Gas \_\_\_\_\_ , Water \_\_\_\_\_ , Trash Removal \_\_\_\_\_ , Parking \_\_\_\_\_.
- The lessee(s) shall pay for the following utilities/services, as indicated: Heat \_\_\_\_\_ , Electricity \_\_\_\_\_ , Gas \_\_\_\_\_ , Water \_\_\_\_\_ , Trash Removal \_\_\_\_\_ , Parking \_\_\_\_\_.
- The lessee(s) shall make arrangements for connection of and payment of all necessary deposits for utilities/services not provided by the lessor.

## 6. USE OF THE PREMISES

It is agreed that the dwelling unit is for the full residential use and enjoyment of the lessee(s) during the term of the lease. It shall be the right of the lessee(s) to entertain guests on the premises at any and all times. It is also agreed that the lessee(s) shall take reasonable precautions to avoid disturbing the quiet enjoyment of other building residents.

## 7. ALTERATIONS

The lessee(s) shall make no alterations in the dwelling unit without the written consent of the lessor.

## 8. ASSIGNMENT

The lessee(s) may assign this lease at any time during the term of the lease with the written permission of the lessor. The lessor shall not withhold permission to assign this lease unless the assignees are found unsuitable due to their financial situation.

## 9. BREACH OF LEASE

In the event of a breach of the lease by the lessee(s), the lessor shall notify the lessee(s) in writing of the breach of lease and shall pursue a remedy within the bounds of applicable State Statutes and local ordinances.

## 10. LESSEE(S) RESPONSIBILITIES

- To keep the dwelling unit in a clean and sanitary condition in order to avoid infestation by vermin or rodents.
- To take all reasonable precautions to avoid stopping up the drain pipes.
- To take reasonable precautions to avoid freezing of water pipes by not turning off the heat in the winter months.
- To place trash in the appropriate receptacles.
- To avoid disturbing other building residents with excessive noise.
- To notify the lessor in writing of needed repairs

## 11. LESSOR RESPONSIBILITIES

To maintain the dwelling unit in accordance with all applicable Housing Code and Building Codes.

To make necessary repairs to the dwelling unit and all appliances and furnishing contained therein with 5 working days after receiving written notification of the problems from the lessee(s). If repairs cannot be completed in 5 days, the lessor shall notify the lessee(s) of such delay. In cases which involve essential services, the lessor shall make suitable substitutes available or refund the rent paid for the period of time that the essential services are unavailable.

To enter the dwelling unit only at reasonable times and for a specific purpose, i.e., to make repairs or show the unit to prospective tenants. The lessor shall make an effort to contact the lessee(s) at least 24 hours prior to entering the dwelling unit, emergencies excepted.

To keep the unit free of vermin and rodents. If necessary, to exterminate on a regular schedule.

## 12. LOSS BY FIRE OR OTHER CASUALTY

In the event that the leased premises shall be rendered untenable by fire or other casualty, the terms of this lease shall cease and the lessor shall, within 15 days, return to the lessee(s) the security deposit and all rents paid for each day past such termination of the lease.

## 13. JOINT AND SEVERAL LIABILITY

It is understood that the lessee(s) are to be held jointly and severally liable for all terms of this lease, i.e., any one lessee can be held liable for the entire rental payment or for charges for damage to the leased premises.

## 14. FURTHER AGREEMENTS

NO ORAL PROMISES OR AGREEMENTS ARE BINDING ON EITHER THE LESSOR OR THE LESSEE(S). This lease and any additional agreements stated below and initialed by all parties, shall constitute the entire contract for leasing of the dwelling unit:

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LESSEE(S)

LESSOR

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### SUBLEASE AGREEMENT INFORMATION

The SUBLEASE AGREEMENT provided by Students' Legal Assistance Office is intended to be used as a guide in setting up a workable and legally binding agreement between the SUBLESSOR (current tenant) and the SUBLESSEE (subtenant).

SUBLESSOR	=	Tenant (original leaseholder)
SUBLESSEE	=	Subtenant (person taking over the lease)

Both parties should carefully examine the form, and then make any deletions or additions necessary to cover their particular situation (i.e., a requirement that the Sublessee give the Sublessor a rent or damage deposit).

After both the SUBLESSOR and the SUBLESSEE have agreed on the language of the agreement, it is suggested that the agreement be retyped (especially if changes have been made) and signed and dated by all parties.



SUBLESEASE AGREEMENT

I, \_\_\_\_\_, SUBLESSEE, agree to sublet from \_\_\_\_\_, the \_\_\_\_\_ located at \_\_\_\_\_, in the city of \_\_\_\_\_, Illinois. The term of the agreement shall commence on \_\_\_\_\_, 20\_\_\_\_. and terminate on \_\_\_\_\_, 20 \_\_\_\_.

1. In consideration for my right of occupancy in the above-named premises for the term stated herein, I agree to pay to \_\_\_\_\_, Sublessor, the sum of \$\_\_\_\_\_ per month. The first payment, which shall be pro-rated, shall be paid on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and subsequent payments due hereunder shall be paid on or before the \_\_\_\_\_ day of each month.

(NOTE: the following clause is optional)

2. It is understood that this is a(n) \_\_\_\_\_ furnished \_\_\_\_\_ (house, apartment, trailer) and that the Sublessee named herein \_\_\_\_\_ shall \_\_\_\_\_ shall not provide his or her own furnishings.

3. Any damage done or caused by the Sublessee or his/her guests shall be the responsibility of the named Sublessee. Should the Sublessor be charged for any such damage by the Lessor \_\_\_\_\_ (landlord's name), the named Sublessee shall reimburse the Sublessor in full.

4. Should the Sublessee be evicted or otherwise choose to terminated his/her occupancy of the premises described herein prior to the expiration of the terms agreed to herein, said Sublessee shall remain liable for the full amount due under this agreement.

5. Sublessee agrees to read and abide by all additional requirements, terms and conditions of the underlying lease which has been previously entered into between Sublessor and Lessor (landlord), a copy of which shall be provided to the Sublessee.

6. Sublessee also agrees to pay \_\_\_\_\_ percent (\_\_\_\_\_ %) of any gas, electric, or water bills which cover the period and term agreed to herein. Sublessee shall also pay \_\_\_\_\_ percent (\_\_\_\_\_ %) of local charges and taxes on telephone bills, and for all of his/her personal local charges and taxes on telephone bills, and for all of his/her personal long distance charges, incurred during the term of this agreement.

7. Sublessor reserves the right of entry into the premises described herein during the term agreed to in this agreement.

8. Sublessee's permanent mailing address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Should Sublessee hold over and not deliver up possession of the premises to the Sublessor on the termination date contained herein, Sublessee shall pay to Sublessor an additional Five Dollars (\$5.00) per day in which such possession is wrongly withheld.

WHEREFORE, we set forth our signatures in agreement on the contract as written.

\_\_\_\_\_  
SUBLESSEE

\_\_\_\_\_  
SUBLESSOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ROOMMATE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made by and between \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

WHEREAS, the parties hereto have agreed to rent an apartment/house/trailer located at \_\_\_\_\_, from \_\_\_\_\_, Lessor, for a term lasting from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_, at a total monthly rental of \$ \_\_\_\_\_.

We do/do not have a written lease with the landlord. If we do, a copy is attached hereto; and

WHEREAS, a security or damage deposit totaling \$ \_\_\_\_\_ was paid to \_\_\_\_\_ owner/manager of the premises.

**IT IS THEREFORE AGREED:**

1. That each of the parties hereto agrees to follow the rules and conditions set out in the attached lease.

2. That each of the parties hereto agrees to pay one - \_\_\_\_\_ (1/\_\_\_ ) of the following expenses incurred in relation to the leased premises:

**(Check if applicable)**

_____ <b>rent</b> (\$ _____ <b>per month</b> )	_____ <b>telephone service (locally)</b>
_____ <b>gas</b>	_____ <b>water</b>
_____ <b>electricity</b>	_____ <b>other</b> _____

If any of the co-tenants pays more than his/her share, the other co-tenants agree to reimburse that co-tenant, each of the co-tenants paying a pro-rata share; provided however, that the defaulting co-tenant shall remain liable to each and every other co-tenant in the amount of their pro-rata share paid on his/her behalf.

3. That each co-tenant agrees to pay for long distance telephone calls he or she makes.

4. That each party agrees that he/she is responsible for his/her proportionate share of any claim for damages made by the landlord which a majority of tenants or any judicial authority finds to be due.

5. Each party additionally agrees that he/she shall be individually responsible for any damage to the dwelling, furnishings or property of the other co-tenants caused by him/her self or by his/her guests.

6. Each co-tenant agrees that 1/ \_\_\_\_ of the security or damage deposit is the property of each co-tenant. If any portion of the deposit is retained by the landlord, each co-tenant agrees to accept 1/ \_\_\_\_ of any amount returned.

7. The cost of all repairs and improvements made to the dwelling and the common furnishings shall be equally all co-tenants, unless otherwise agreed in writing. No repairs or improvements in excess of \$ \_\_\_\_\_ shall be made unless all co-tenants agree in advance, in writing.

8. If pets are permitted under the lease, each pet owner shall be individually responsible for all damages caused by his/her pet. If an additional deposit is due to the landlord because of the pet, the pet owner(s) is/are responsible for payment of that sum and is/are entitled to return of such additional deposit in such proportion as he/she paid, or, if any portion of such additional

deposit is retained by the landlord, each pet owner agrees to accept his/her proportional share of any amount returned.

9. Each of the parties hereto agrees to remain a resident of the premises during the term of the lease, or to continue to pay his/her share of the rent during said term unless:

- a. The co-tenant, at his/her expense, locates another tenant to sublet his/her share. The tenant must be acceptable to the other parties to this agreement, who agree that they will not unreasonably withhold their consent. That tenant must sign a copy of this agreement, unless all remaining co-tenants agree otherwise.
- b. The other co-tenants grant approval in writing, releasing the co-tenant from his/her liability under the tenancy and under this agreement.

10. The co-tenants further agree to abide by the house rules which are attached hereto. These rules shall become binding when agreed to by each and every co-tenant and shall remain in effect until they are waived or repealed by each and every co-tenant.

11. This agreement in no way modifies the lease agreement between the landlord and the parties hereto. This agreement defines only the rights, duties, and obligations that exist between us as co-tenants.

12. The co-tenants further agree to provide a mailing address and telephone number to each and every other co-tenant, at/through which the co-tenant can be reached during the term of this agreement and for a reasonable period thereafter.

\_\_\_\_\_  
Co-tenant

\_\_\_\_\_  
Co-tenant

\_\_\_\_\_  
Co-tenant

\_\_\_\_\_  
Co-tenant



INVENTORY LIST

Address of Rental Unit named in lease attached hereto:

\_\_\_\_\_

\_\_\_\_\_

This form is to be **COMPLETED AND TURNED IN TO THE DESIGNATED OWNER OR AGENT WITHIN 72 HOURS AFTER CHECK-IN.** Describe condition of each item below.

Indicate number of individual items present in unit ( ). Line through any item not applicable and write condition of others. Circle items where damage is indicated.

<u>ITEM</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>VALUE/ DAMAGE CLAIM</u>
<b><u>KITCHEN</u></b>			
1. Fire Extinguisher	_____	_____	_____
2. Cabinets	_____	_____	_____
3. Sink	_____	_____	_____
4. Stove	_____	_____	_____
5. Refrigerator	_____	_____	_____
6. Table & Chairs	_____	_____	_____
7. Light Fixtures	_____	_____	_____
8. Walls & Ceiling	_____	_____	_____
9. Curtains/shades	_____	_____	_____
10. Window Locks	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
<b><u>LIVING ROOM</u></b>			
1. Couch ( )	_____	_____	_____
2. Chairs ( )	_____	_____	_____
3. End Tables ( )	_____	_____	_____

- |                    |       |       |       |
|--------------------|-------|-------|-------|
| 4. Lamps ( )       | _____ | _____ | _____ |
| 5. Carpet          | _____ | _____ | _____ |
| 6. Floors          | _____ | _____ | _____ |
| 7. Walls           | _____ | _____ | _____ |
| 8. Ceiling         | _____ | _____ | _____ |
| 9. Curtains/shades | _____ | _____ | _____ |
| 10. Window locks   | _____ | _____ | _____ |
| 11. _____          | _____ | _____ | _____ |
| 12. _____          | _____ | _____ | _____ |

**BEDROOM**

- |                     |       |       |       |
|---------------------|-------|-------|-------|
| 1. Lamps ( )        | _____ | _____ | _____ |
| 2. Desks ( )        | _____ | _____ | _____ |
| 3. Chairs ( )       | _____ | _____ | _____ |
| 4. Beds ( )         | _____ | _____ | _____ |
| 5. Mattresses ( )   | _____ | _____ | _____ |
| 6. Curtains ( )     | _____ | _____ | _____ |
| 7. & rods ( )       | _____ | _____ | _____ |
| 8. Shades ( )       | _____ | _____ | _____ |
| 9. Lt. Fixtures ( ) | _____ | _____ | _____ |
| 10. Window locks    | _____ | _____ | _____ |
| 11. _____           | _____ | _____ | _____ |
| 12. _____           | _____ | _____ | _____ |

**BATHROOM**

- |                   |       |       |       |
|-------------------|-------|-------|-------|
| 1. Sink           | _____ | _____ | _____ |
| 2. Bathtub        | _____ | _____ | _____ |
| 3. Shower Curtain | _____ | _____ | _____ |
| 4. Shower Rod     | _____ | _____ | _____ |
| 5. Cabinet        | _____ | _____ | _____ |
| 6. Mirror         | _____ | _____ | _____ |
| 7. Wall & tile    | _____ | _____ | _____ |

**(Bathroom continued)**

- |                  |       |       |       |
|------------------|-------|-------|-------|
| 8. Shades ( )    | _____ | _____ | _____ |
| 9. Stool & seat  | _____ | _____ | _____ |
| 10. Walls        | _____ | _____ | _____ |
| 11. Window locks | _____ | _____ | _____ |
| 12. _____        | _____ | _____ | _____ |
| 13. _____        | _____ | _____ | _____ |

**GENERAL**

- |                     |       |       |       |
|---------------------|-------|-------|-------|
| 1. Curtains ( )     | _____ | _____ | _____ |
| 2. & rods ( )       | _____ | _____ | _____ |
| 3. Window Panes ( ) | _____ | _____ | _____ |
| 4. Screens ( )      | _____ | _____ | _____ |
| 5. Carpet           | _____ | _____ | _____ |
| 6. Ceiling          | _____ | _____ | _____ |
| 7. Floors           | _____ | _____ | _____ |
| 8. Doors:           |       |       |       |
| ▪ Front Exterior:   |       |       |       |
| ▪ Condition         | _____ | _____ | _____ |
| ▪ Locks             | _____ | _____ | _____ |
| 9. Doors:           |       |       |       |
| ▪ Front Interior:   |       |       |       |
| ▪ Condition         | _____ | _____ | _____ |
| ▪ Locks             | _____ | _____ | _____ |
| 10. Doors:          |       |       |       |
| ▪ Back Exterior:    |       |       |       |
| ▪ Condition         | _____ | _____ | _____ |
| ▪ Locks             | _____ | _____ | _____ |
| 11. Doors:          |       |       |       |
| ▪ Back Interior:    |       |       |       |
| ▪ Condition         | _____ | _____ | _____ |
| ▪ Locks             | _____ | _____ | _____ |

**12. Door frames/jams**

▪ **Front**

\_\_\_\_\_

▪ **Back**

\_\_\_\_\_

12. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

14. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

During my occupancy, I understand that I am responsible for the condition of this facility excepting reasonable wear and tear, fire, thefts not due to my negligence, and Acts of God.

Damages assessed MUST BE IN WRITING and will be prorated amongst the tenants in cases of multiple units. Any money for damage is to be taken from tenants' damage deposit only.

CHECK-IN DATE: \_\_\_\_\_

CHECK-OUT DATE: \_\_\_\_\_

\_\_\_\_\_  
LESSOR (or authorized agent acting for Lessor)

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSEE

**New Law passed in Carbondale effective May 1, 2006 affecting all residential leases in the City of Carbondale.**

**Carbondale Revised Code:**

**Chapter 4 / Section 4 / Subsection 18: REQUIRED PROVISIONS TO RESIDENTIAL LEASE AGREEMENTS:**

- A. Charges: All lease agreements for residential property within the city of Carbondale with an effective date of May 1, 2006, or later, shall include an addendum, incorporated by reference in the lease agreement and signed by both the tenant and lessor, that clearly states any and all fees and/or charges, excluding normal monthly rent, actual damages, and cleaning charges, that may be assessed to the tenant, either during the rental period, or upon termination of the lease agreement.

If lessor, or its agent, fails to provide a copy of the executed lease agreement, with the required addendum to a tenant, by the date the lease agreement was signed by the tenant and deposit made, that tenant shall not be responsible for any charges or fees associated with the provision.

- B. Relevant Zoning Restrictions: All lease agreements for residential property within the city of Carbondale with an effective date of May 1, 2006, or later, for residences zoned R-1 by the city of Carbondale, shall include an addendum, incorporated by reference in the lease agreement and signed by both the tenant and lessor, that clearly states the maximum occupancy restrictions on the property being leased, pursuant to the city of Carbondale's zoning code.

Both addenda shall be printed in 14-point bold type font, and all tenants shall receive a copy of the lease agreement, and copies of both addenda, by the date the lease agreement was signed by the tenant and deposit made. (Ord. 2005-26)

## **Illinois Residential Tenant's Right to Repair Act** **Illinois Statute regarding Repair of Residential Property**

In January 1, 2005, a new law is effective in Illinois that allows residential tenants, in certain instances, to withhold a portion of their monthly rent and instead use that money to make repairs to a rental unit.

### **Conditions**

For the tenant to repair and deduct, the circumstances must be as follows:

- 1) The repair is required under (a) a residential lease agreement or (b) a law, administrative rule, or local ordinance or regulation. For instance, a violation of the local municipal building code would be an acceptable matter for repair;
- 2) The reasonable cost of the repair must not exceed the **lesser of** (a) \$500 or (b) one half of the monthly rent;
- 3) The tenant must notify the landlord in writing by registered or certified mail indicating that the landlord has fourteen days to make the repair or else the tenant will make the repair and deduct its cost from the rent
- 4) If the landlord fails to make the repair within fourteen days after notification by the tenant or more promptly in the case of an emergency repair, the tenant can have the repair made;
- 5) The repair work must be done by an appropriate tradesman or supplier and in a workmanlike manner, in accordance with appropriate law, administrative rule or local ordinance or regulation. The tradesman or supplier must (a) hold an appropriate license or certificate as required by State or municipal law to make the repair and (b) have adequate insurance to cover any bodily harm or property damage caused by the tradesman's negligence or substandard performance. Insurance is important, as the tenant remains responsible for any damages caused by the tradesman or supplier;
- 6) The tradesman or supplier must be unrelated to the tenant;
- 7) Upon submission to the landlord of a receipt for the repairwork, the tenant may deduct the amount of the repair from the rent. The receipt must contain the name, address and telephone number of the tradesman or supplier or, if not, the tenant must supply that information to the landlord;
- 8) The item to be repaired must not be a condition caused by an omission, deliberate act or negligent act of the tenant, the tenant's family or any other person on the premises with the tenant's consent.

### **Exceptions**

The law does not apply to tenants in public housing, condominiums, co-ops, non-residential tenancies, property covered by the mobile home landlord and tenant rights act or to owner-occupied rental property consisting of six or fewer units.

### **Eviction Defense**

A tenant may not be evicted by a landlord for failure to pay rent (that was subsequently deducted for a repair) if the tenant complies **in full** with the statute. Obviously, the statutory requirements are quite technical, so it is important to follow the rules by the letter of the law.

### **Text of Statute**

#### **RESIDENTIAL TENANTS' RIGHT TO REPAIR ACT** (765 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Residential Tenants' Right to Repair Act.  
(765 ILCS 742/5)

Sec. 5. Repair; deduction from rent. If a repair is required under a residential lease agreement or required under a law, administrative rule, or local ordinance or regulation, and the reasonable cost of the repair does not exceed the lesser of \$500 or one-half of the monthly rent, the tenant may notify the landlord in writing by registered or certified mail or other restricted delivery service to the address of the landlord or an agent of the landlord as indicated on the lease agreement; if an address is not listed, the tenant may send

notice to the landlord's last known address of the tenant's intention to have the repair made at the landlord's expense. If the landlord fails to make the repair within 14 days after being notified by the tenant as provided above or more promptly as conditions require in the case of an emergency, the tenant may have the repair made in a workmanlike manner and in compliance with the appropriate law, administrative rule, or local ordinance or regulation. Emergencies include conditions that will cause irreparable harm to the apartment or any fixture attached to the apartment if not immediately repaired or any condition that poses an immediate threat to the health or safety of any occupant of the dwelling or any common area. After submitting to the landlord a paid bill from an appropriate tradesman or supplier unrelated to the tenant, the tenant may deduct from his or her rent the amount of the bill, not to exceed the limits specified by this Section and not to exceed the reasonable price then customarily charged for the repair. If not clearly indicated on the bill submitted by the tenant, the tenant shall also provide to the landlord in writing, at the time of the submission of the bill, the name, address, and telephone number for the tradesman or supplier that provided the repair services. A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or another person on the premises with the tenant's consent.

(765 ILCS 742/10) Sec. 10. Exceptions:

- (a) This Act does not apply to public housing as defined in Section 3(b) of the United States Housing Act of 1937, as amended from time to time, and any successor Act.
- (b) This Act does not apply to condominiums.
- (c) This Act does not apply to not-for-profit corporations organized for the purpose of residential cooperative housing.
- (d) This Act does not apply to tenancies other than residential tenancies.
- (e) This Act does not apply to owner-occupied rental property containing 6 or fewer dwelling units.
- (f) This Act does not apply to any dwelling unit that is subject to the Mobile Home Landlord and Tenant Rights Act.

(765 ILCS 742/15) Sec. 15. Tenant liabilities and responsibilities.

The tenant is responsible for ensuring that:

- (1) the repairs are performed in a workmanlike manner in compliance with the appropriate law, administrative rule, or local ordinance or regulation;
  - (2) the tradesman or supplier that is hired by the tenant to perform the repairs holds the appropriate valid license or certificate required by State or municipal law to make the repair; and
  - (3) the tradesman or supplier is adequately insured to cover any bodily harm or property damage that is caused by the negligence or substandard performance of the repairs by the tradesman or supplier.
- The tenant is responsible for any damages to the premises caused by a tradesman or supplier hired by the tenant. A tenant shall not be entitled to exercise the remedies provided for in this Act if the tenant does not comply with the requirements of this Section.

(765 ILCS 742/20) Sec. 20. Defense to eviction

A tenant may not assert as a defense to an action for rent or eviction that rent was withheld under this Act unless the tenant meets all the requirements provided for in this Act.

(765 ILCS 742/25) Sec. 25. Mechanics lien laws.

For purposes of mechanics lien laws, repairs performed or materials furnished pursuant to this Act shall not be construed as having been performed or furnished pursuant to authority of or with permission of the landlord.

(765 ILCS 742/30) Sec. 30 Home rule

A home rule unit may not regulate residential lease agreements in a manner that diminishes the rights of tenants under this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the

Illinois Constitution on the concurrent exercise by home rule units of powers and functions exercised by the State.

**Please NOTE:** Because the law of may change, amend, or abolish the law without notice, the statute provided here is not guaranteed to be an exact reproduction of the law at this time. The code provided here is for informational purposes only and **should not be relied upon** before taking any action. **Please consult an attorney.**