Myths and Facts About Renting

Myth: “I have to sign a lease in October for the next school year because all the apartments are rented by then!”
Fact: Most early leased apartments are three, four, and five bedroom units very close to the Quad. There are many apartments still available even in spring semester (especially studio, one, and two bedroom apartments).

Myth: “If I sign a lease and I want to back out of it, all I do is lose my security deposit.”
Fact: It does not matter what the reason is, you are responsible for rent for the ENTIRE term, even if you don’t end up living there. Leases are legal contracts.

Myth: “I have a three-day grace period after I sign the lease.”
Fact: There is no grace period for changing your mind. Once you sign the lease, you are bound to it.

Myth: “If my roommate doesn’t pay his/her share of the rent, the landlord will only pursue the roommate who doesn’t pay.”
Fact: When you sign a lease, you are “jointly and severally” liable with your roommates for the ENTIRE amount of rent. The landlord will most likely pursue everyone on the lease for the rent if one person does not pay.

Myth: “Even if I signed a 12-month lease, I can move out for the summer and not worry about paying the rent because I am not living there.”
Fact: You are responsible for the rent for the entire lease term, whether or not you are living there.

This information is intended for educational purposes only and not legal advice.

A QUICK GUIDE TO RENTING APARTMENTS
A FREE resource for your apartment search and housing issues.

OUR MISSION
To stimulate fairness in landlord-tenant relationships and to serve as a resource for students residing in privately owned housing. To guide this work, the staff strive to:
- Prevent rental problems, empower students, teach transferrable life skills, and advocate.
- Help students to serve as a resource for students residing in privately owned housing.
- To stimulate fairness in landlord-tenant relationships and to provide conflict resolution.

Prevent rental problems, empower students, teach transferrable life skills, and advocate.

To guide this work, the staff strive to:
- Help students to serve as a resource for students residing in privately owned housing.
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Quick Tips

Leases
Most leases will be 12 months. You MUST pay for all 12 months stated in the contract. Look at the total rent due, not just the monthly rent in the contract.

Semester-Only Leases
University Housing Apartments and Private Certified Housing may let you out of your lease early if you are no longer a student.

Check the Study Abroad Housing Board. You must have a UIN to view/post listings. These will most likely be subleases.

Ask the Tenant Union for help! We can give you tips.

Subleasing
Summer Subleasing
It is difficult to sublease your apartment in the summer. Many students are looking to sublease their apartment, but there aren’t many students looking for a sublet.

Semester Subleasing
If the original tenant did not pay their rent, the landlord may pursue the subtenant. Also, if the subtenant does not pay the rent, the landlord may pursue the original tenant.

There are many risks to subleasing. See the Subleasing section in this Guide for more information.

Don’t Believe the Hype!
There are still rentals at the end of fall and into the spring. Many of the three, four, and five bedroom apartments close to the Quad are leased by October, but smaller units and units a few blocks further away are not.

Watch for Scams!

Craigslist.com can be a great tool, but watch for scams. Make sure you see the inside of the apartment IN PERSON before giving any personal information or money.

Contact Us
Ask us for help! Our offices are available Monday through Friday from 9 am-5 pm or call us at (217) 333-0112.

Illini Union, Room 326
1401 W. Green St.
Urbana, Illinois 61801

Submit an “Information Request Form” at our website. www.tenantunion.illinois.edu

Know the Vocabulary
Landlords use this language to describe the location of the apartment.

Campus District or “On-Campus”
Usually within one mile to campus and furnished. This DOES NOT mean the apartment is located on University of Illinois property or affiliated with U of I.

“Off-campus”
Located further than one mile from the Quad and is typically unfurnished.

A QUICK GUIDE TO RENTING APARTMENTS
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Illinois Tenant Union
OFFICE OF THE DEAN OF STUDENTS

Visit our website to find:
- Apartment Search
- Lease Reviews
- Conflict Resolution
- Quick Tips
- Know the Vocabulary

Renting Apartments
A QUICK GUIDE TO RENTING APARTMENTS
A FREE resource for your apartment search and housing issues.

Get all Promises in Writing!

This information is intended for educational purposes only and not legal advice.
Housing Cost Comparison Worksheet

Compare your budget when you live in the residence halls or privately owned apartments.

<table>
<thead>
<tr>
<th>University Housing Residence Hall</th>
<th>Monthly Costs</th>
<th>Apartment Option 1</th>
<th>Apartment Option 2</th>
<th>Apartment Option 3</th>
<th>Apartment Option 4</th>
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¹ Electricity, heat, and gas varies. Call Ameren at 1-800-755-5000 with the address and apartment number to get the average usage from the previous tenant.

¹ Residence halls are only an academic year (9 months), while an apartment is usually 12 months. We have divided the residence hall cost by 12 to compare the monthly costs of an apartment. If you stay for the summer, you will have additional housing costs if you choose the residence halls. These prices are for incoming students for 2013-14.

---

**Find Your Apartment**

**Step 1**

Start Looking.
- Search company websites for options.
- Bookmark a few apartments you like in your browser.
- Use the Housing Cost Comparison Worksheet on the opposite page to determine what you can afford.

**Check the Landlord Complaint Records.**
- Read the Landlord Complaint Records for companies you are considering.
- Complaint records will tell you the experiences other students had with their landlord.
- Stop by the Tenant Union or visit our website (click “Look for Housing”) and complete the online form.

**Step 2**

View the EXACT apartment you will rent.
- Call landlords and schedule appointments to view the inside of several apartments.
- You and your roommates view the apartments.
- If you like the place, ask for a copy of the lease to take home and read. Do not put down money to “hold the apartment.”

Do not be pressured if the company says “only one left” or “we have another interested group so sign today before it is gone.” These statements may not be true.

**Step 3**

Get your lease(s) reviewed by the Tenant Union.
- You are signing a real estate contract. Once you sign, you CANNOT back out of the lease.
- Bring the lease(s) to the Tenant Union BEFORE YOU SIGN so we can review it with you. The differing terms of the lease may help you to choose an apartment.

Lease reviews must be scheduled in advance via the “Information Request Form” at our website www.tenantunion.illinois.edu.

**Cost**
Rent + Utilities + Food + Housewares = Monthly Costs
Is it cheaper to live in an apartment or in the residence halls? Use our budget sheet in this Guide to find the best fit for you.

**Roommates**
You may be held responsible if your roommates do not pay rent! When you sign with roommates, you are jointly and severally liable. This means the landlord can pursue everyone on the lease (including co-signers) if someone doesn’t pay the rent or causes damage.
Ask us for a roommate agreement or visit our website.

**Parking**
Some apartments have parking spaces. This may require an added fee per month. Check with individual companies.
If no parking is available at your building, contact a neighboring apartment building. Many will lease parking spots even if you are not a resident.
Parking at UI campus
www.parking.illinois.edu

**Transportation**
A car isn’t always necessary when living close to campus.
C-U Mass Transit
www.cumtd.com
Amtrak Train
www.amtrak.com
Zip Cars
www.zipcar.com/illinois
Rent a car by the hour with Zip Car. All students (domestic and international) with a driver’s license may be able to rent a Zip Car.
Security and Safety
- Doors have dead bolt locks?
- Patio/balcony door lock? Have a security bar?
- Does front door have a viewer/peephole?
- Exterior doors 1-3/8" metal or solid wood?
- Windows open, close and lock?
- Hallway and outdoor lighting sufficient?

State of Repair
- Doors and windows fit securely in their frames?
- Any broken windows?
- All windows have screens? Are any torn?
- Any spots on ceiling or walls from water leaks?
- Any evidence of mold on walls, floors or ceiling?
- Any faucets leak? Pipes under sinks leak?
- Does toilet flush properly?
- Exhaust fans in bathroom and kitchen?
- Any evidence of roaches?
- Any light fixture covers broken or missing?
- Properly working smoke detector installed?
- Properly working carbon monoxide alarm?
- Covers on light switches and electrical outlets?
- If basement, any sign of seepage?

Furniture, Appliances, and Decorating
- Are refrigerator and freezer large enough?
- Is freezer self-defrosting?
- Are all appliances in good working order?
- Are blinds (or curtains) provided for windows?
- Is furniture in good condition?
- Will apartment need to be painted?
- Will carpet need to be replaced? Cleaned?
- Enough light in each room? Need lamps?

Don’t Forget to Check
- Enough electrical outlets? Phone/Internet jacks?
- Hallways clean?
- Adequate storage space (closets, cabinets)?
- Will you have your own meter for every utility for which you must pay (gas, electric, water)?
- Will you have your own heat control?
- Sufficient hot water for showers? Water pressure adequate (ask current tenants)?
- Is the parking lot in good condition? Are any spaces too small or hard to maneuver?
- Is the ramp to an underground lot too steep?

Renter’s Insurance
- Protect your personal property!

Your landlord is NOT responsible for loss to your property resulting from burglary, fire, tornado, or any cause other than the landlord’s negligence.

That’s why you need your own insurance. Renter’s insurance should include replacement cost for personal property loss, the cost of a hotel if fire forces you out of your home, and liability coverage. Don’t settle for “actual cash value” coverage. That will give you very little money for your property loss.

Many students think they are covered on a parent’s policy but often a parent’s policy will not pay the cost of hotel unless the fire damaged your parent’s house and it might not provide you with liability coverage at your apartment if you started the fire. Check with your parent’s insurance agent before you assume you are covered.

Many policies do NOT cover water damage resulting from water leakage or sewer back-ups. Especially if you rent a basement apartment, you’d be wise to speak with your insurance agent about how to obtain coverage for property loss resulting from these problems.

Contact the Tenant Union for a list of local insurance agents who sell renter’s insurance or check our website at www.tenantunion.illinois.edu. Your cost for insurance will be between $120-150 per year depending on the type and amount of coverage you purchase.

The Basics
- Two copies of the lease so you can take one with you as soon as you sign.
- Landlord’s original signature on your copy of the lease. DON’T SIGN WITHOUT IT.
- Names of all parties—every adult who will live in the apartment AND the landlord’s full name and street address.
- Complete description of location of rental unit—street address and apartment number.
- For a house, include the number of bedrooms and if the garage, basement, etc. is included.
- Start and end dates of the lease (try to get a lease ending date that will coincide with a lease start date at a new place).
- Rent—amount and when due, including advance payments of rent. (When is the first/last payment due?)

The Deal
- How much are late fees? Are any other fees charged such as sublet fees, sewer tax, or recycling fees?
- When is the deposit due and when will it be refunded?
- Who pays for utilities and garbage hauling? Lawn care if it’s a house?
- Parking space number and monthly rent for parking space?
- Repairs, pest control, snow removal, lawn care or other services to be provided?
- Privacy rights of tenant.
- Furniture and appliances to be provided (list each item).
- Promises made by the landlord (painting, carpet cleaning, certain repairs to be done before you move in, etc.).

Rents, agreements, and security deposits.

Most leases state that you cannot sublet without the landlord’s written consent. Make sure that the landlord either signs the sublease agreement, or signs a statement that says the original tenant has permission to sublet. Both the original tenant and subtenant should have a copy of that statement.

Your landlord should not withhold consent unreasonably. For example, your landlord should not reject a subtenant because of that person’s race, nationality, disability, the fact that s/he is a student, has children or receives public aid, or for any reason that is not a lawful reason for rejecting a tenant (see Discrimination). Contact the Tenant Union if your landlord is unfairly preventing you from subletting.

Some Risks of Subletting as the Original Tenant

A sublease is NOT a release from the lease. The primary responsibility shifts from original tenant to subtenant; however, if the subtenant fails to pay rent or does damage to the property, the original tenant can be held liable to the landlord for the cost of the subtenant’s default or damage.

If the subtenant does not pay rent. If the subtenant does not pay, the landlord may pursue you for the rent. Student Legal Services cannot represent one student against another.

The subtenant causes damages (or does not clean) and they won’t pay for them so you are pursued by the landlord. If the subtenant does not clean at the end of the lease or causes damages, the landlord may pursue you. Student Legal Services cannot represent one student against another.

Some Risks of Subletting as the Subtenant

Eviction for the original tenant’s non-payment of rent (depending on the language of your sublease contract). As the subtenant, you may have an agreement to pay less than what the actual rent is on the lease. This occurs often in the summer. The Tenant Union hears from many subtenants who face eviction because the original tenants failed to pay their share of the summer rent. Fees for late or partial payments may also be added in. You may be pursued for these in addition to the rent owed.

continued on page 10 ...
Champaign

**Campus District**
North of Green Street: mostly apartments
South of Green Street: mostly apartments as well as fraternity and sorority houses

**Areas of Note**
- **Virginia Theatre**
  - TheVirginia.org
  - Home of the annual Ebertfest
- **Amtrak Terminal**
- **County Market**
  - (grocery)
- **Green Street**
  - restaurants and businesses
- **Ashton Woods Apartments**
  - housing.illinois.edu
  - (owned by U of I)

**Color Key**
- Campus Property
- Campus District (usually furnished)
- Downtown Champaign

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Urbana

**Campus District**
A mix of residential homes, apartments, and rental homes.

**Areas of Note**
- **Schnucks**
  - (grocery)
- **Strawberry Fields**
  - (grocery)
- **Common Ground Food Co-op**
  - (grocery)
- **Urbana Farmer’s Market**
  - urbanaillinois.us/market
  - (Saturdays, summer months)
- **Goodwin-Green Apartments**
  - housing.illinois.edu
  - (owned by U of I)
- **Orchard Downs Apartments**
  - housing.illinois.edu
  - (owned by U of I)

**Color Key**
- Campus Property
- Campus District (usually furnished)
- Downtown Urbana
Pursued for owed rent the original tenant didn’t pay. As seen in #1, you may be evicted for the original tenant not paying for rent. The landlord may also pursue for the owed money and added fees, which could affect your credit record. Student Legal Services cannot represent one student against another.

Pursued for money owed beyond the amount of the deposit. The cleaning needed at the end of the lease may exceed the amount of the deposit. The landlord can pursue both the original tenant and the subtenant for damages and cleaning not done at the end of the lease.

**TIPS TO AVOID THESE ISSUES**

Get a copy of the original lease and read it before you sign anything or pay any money. You are not just subletting an apartment. You are subletting the lease and will be bound to all of its terms.

Look at the charges in the lease that will come out of the deposit at the end. This could be charged to you.

Do not sublet without the landlord’s written consent. This is prohibited by the lease. Either have the landlord sign the sublease contract, or obtain a written statement from the landlord granting permission for the sublet.

Sign a written sublease agreement. It should state: the start date and end date of the sublease, the amount you will pay and when it is due, to whom you will pay the rent and deposit, and all terms and agreements that are different from the terms of the original lease.

State clearly whether you are subletting the entire apartment or just one bedroom of the apartment and shared use of common areas.

Pay rent to the landlord and not to the original tenant. If the original tenant takes your money and doesn’t pay the landlord, you’ll face eviction.

Arrange for all utility service to be started in your name on the start date of the sublease. You and the original tenant should conduct a joint inspection of the condition of the apartment on the start date of the sublease, photographing any damage. If a joint inspection is not possible, conduct your own inspection, get it notarized at the Tenant Union, and take photographs if necessary. Keep a copy of the report and send copies to the landlord and to the original tenant.

Even if you have paid no deposit, you will still be liable for damage done during the sublease. You cannot prove you did not do damage if you cannot prove move-in and move-out condition. Take photographs at the end of the sublease period, in the presence of a witness, to prove the exact condition of walls, floors, furniture, tub, toilet, sinks, cabinets, stove, refrigerator, etc. on the last day of your lease. Anyone 18 years of age or older who is not a member of your family or your household can be your witness.

Pay any deposit directly to the landlord, not to the original tenant. The original tenant is leaving and may never refund your money. Also, laws regulating deposit refund apply to landlords but will not apply to a tenant refunding a subtenant’s deposit.

**SUBLEASE AGREEMENTS**

Usually, the landlord has a sublease agreement they use in their office. But, you can always have a separate agreement between the two of you. **YOU CAN GET A SAMPLE SUBLEASE AGREEMENT FROM THE TENANT UNION.**

What could happen if I don’t have my landlord’s written permission? You should always get the landlord to sign a written sublease agreement. If the new tenant just moves in, many problems can result. The landlord might claim the new tenant is really a trespasser because no contract exists. Or, the new tenant may move out after a month, claiming no contract exists.

Can I just add my subtenant’s name to the lease? It’s also not a good idea to simply add the new tenant’s name to your lease. It may appear that you are roommates, jointly liable for rent and utilities for the full lease term. There may be confusion about when the sublease starts and ends.

What should be in the agreement? Consider addressing the following:

- The subtenant will pay all rent at sublease signing. If you will be subletting for summer only at a rate that is very low, you’d be wise to require the subtenant to pay all rent before moving in. This way, you know that rent is paid.

- Original lease holder(s) will pay all the remaining rent owed on account at sublease signing. If the original lease holder(s) owe rent or are renting to the subletter at a lower rate, everyone will be pursued for the difference of the amount owed. Also, the subtenant could be evicted for rent owed by the original tenant.

- The subtenant will pay a deposit equal to $________. It will be paid to the landlord. The original tenants put down a deposit. They most likely will want that deposit back. But, if the subtenant does not put down a deposit, what is the incentive to spend hours cleaning the Most leases state that you cannot sublet without the landlord’s written consent. Make sure that the landlord either signs the sublease agreement, or signs a statement that says the original tenant has permission to sublet. Both the original tenant and subtenant should have a copy of that statement.

Your landlord should not withhold consent unreasonably. For example, your landlord should not reject a subtenant because of that person’s race, nationality, disability, the fact that s/he is a student, has children or receives public aid, or for any reason that is not a lawful reason for rejecting a tenant (see Discrimination). Contact the Tenant Union if your landlord is unfairly preventing you from subletting.

**SECURITY DEPOSITS WHEN SUBLEASING**

Does my subtenant automatically get my deposit? Sign a subletting agreement that addresses these questions to avoid problems.

Original Tenant: Protect your deposit! Whenever possible, it’s a good idea for the original tenant and the subtenant to conduct a joint, written inspection at the beginning and end of the sublease period, recording, in writing, any damage. If a joint inspection is not possible:

- Original tenant should take photographs before moving out and should try to return at the end of the sublease period to take photographs again. Have a witness watch you take the photographs. Anyone 18 years of age or older who is not a member of your family or your household can be your witness.

- The subtenant should always conduct a move-in inspection, get it notarized at the Tenant Union, and take photographs if necessary. Keep a copy of the report and send copies to the landlord and to the original tenant.

The subtenant should be sure to take photographs at the end of the sublease period.

Who should the subtenant pay the deposit to? The best arrangement for both parties is for the subtenant to pay the deposit directly to the landlord who is responsible, under the terms of the sublease contract, for refunding the subtenant’s deposit. The original tenant is best protected if the sublease agreement says that the landlord will charge the subtenant first for any damage found at the end of the lease that was not reported on the joint inspection conducted at the beginning of the sublease period.

The last person out of an apartment—whether original tenant or subtenant—should take photographs to show that the insides of all appliances and fixtures are clean and that walls and floors are not damaged. Without photographs, both original tenant and subtenant are vulnerable to being charged bogus cleaning, painting or repair charges.

Check the lease for any charges that will be charged at the end of the lease. The amount refunded to you will be reduced by the amount of charges owed by the original tenant before refund is made to you.

For example, two students subletting, pay an $800 deposit to current tenants expecting to get an $800 refund from the landlord at the end of the sublease. But, the original tenants owe $200 of unpaid rent and $60 of late fees. The lease also provides for a $25 sublet fee. In addition, the lease provides for an automatic deduction from the deposit for sewer taxes and carpet cleaning. The landlord will deduct from the original tenant’s $800 deposit, the $260 owed for rent and late fees, deduct the $25 sublet fee, and deduct $130 for sewer taxes and $120 for carpet cleaning. That means that even if you do no damage, the original tenants will be entitled to a refund of only $265. Hence, the landlord will refund to you only $265.

On top of that, if any damage was their fault—burned carpet or tape marks on walls—those charges will also be deducted from their deposit. Even if you can prove it was their damage, you’ll still end up paying for it because you agreed to get back their damage deposit.
Moving In and Out

Things to do at the beginning and end of your lease.

MOVING IN

About a month before your lease starts, contact the public utility companies to arrange to start service on the day your lease starts.

Call the landlord in advance to arrange a time and location for picking up your keys. If the landlord had promised to do any work before your move-in date, such as repairs, painting or carpet cleaning, this would be a good time to remind him/her. Follow up with a written reminder.

If the landlord cannot give you keys to the EXACT apartment you leased, do not accept a substitute unless you are willing to accept the substitute for the full term of the lease. Get a WRITTEN agreement for any change in your lease terms such as a lower rent for the substitute or to clarify that the substitute is temporary.

Complete a move-in condition report of everything that is not 100% perfect and keep your own copy for your records. Either have the landlord sign the report, or get it notarized. If anything looks really bad, take pictures. Turn it in by the date/time specified on your lease.

Check the security of your rental unit and IMMEDIATELY report to the landlord any broken locks on doors or windows. Call the Tenant Union if the landlord’s response is not immediate.

Check all drains in sinks and tubs. If they drain slowly, report this to the landlord in writing.

Check your smoke detector and carbon monoxide alarm to be sure both have working batteries.

If your apartment is not clean, take photographs to prove that you cleaned and have done no damage. Be sure to get pictures of the inside of oven, refrigerator, cabinets, toilet, tub and sink, as well as photographs of walls, carpets and floors. It’s good to have a witness (not your roommate or a member of your family) watch you take your photographs. If you’ve rented a house, be sure to photograph the basement, attic and the outside to show you have left no trash and that the lawn is mowed and free of debris. If you are subletting, come back at the end of the lease to check the condition and take photographs again. Use a film camera to take photographs. If you use only a digital camera, the landlord might say you “photo-shopped” the damage out of the picture. Many tenants use a digital camera because it’s easier to send the pictures to the landlord by email if there’s a dispute, but they use a disposable camera as back up and don’t even pay to have the film developed unless the landlord challenges the validity of the digital pictures.

Contact the public utility companies to arrange for termination of service. If you move out before the day your lease ends, you might be responsible for keeping utilities on until the last day of the lease. Check the contract. If you move during winter months, you have to leave the heat and water on so that pipes don’t freeze. When you terminate your utility service, even in the SUMMER, be sure to unplug the refrigerator and securely prop open the refrigerator door. This will prevent mildew growth inside.

Complete a change of address form at the post office so that your mail will be forwarded. This protects your rights regarding deposit refund and prevents loss of other mail. Go to www.usps.com/umove.

If you have any special arrangement with the landlord for staying after the lease ends, even if just for a few days, write up the agreement and ask the landlord to sign it. Staying after the lease ends without proof of landlord’s consent can cost you a lot of money.

In preparing to move out, you need to clean thoroughly. This always means you must clean the oven (inside and out), clean and defrost the refrigerator (unplug it, don’t use a sharp instrument), clean the bathroom, kitchen, all floors, etc. Read your lease to see if you have agreed to any special cleaning such as carpet shampooing or window washing. NOTE: If you have not been cleaning very often during your lease, you might not get the floors clean enough if you simply use a standard sponge mop. You’ll probably have to get down on your hands and knees and scrub. The bath tub will also need some scrubbing if you have not been cleaning it frequently during the lease.

Be certain that you have discarded all trash. Landlords usually charge tenants for removing trash that is left behind.

Do not leave any furniture or other personal belongings unless you are willing to give them up forever and possibly pay the cost of having them removed.

Return all keys directly to the landlord and obtain a receipt for the keys. If you write up the receipt and ask the landlord to sign it, you will protect yourself from an unjustified charge for lock change resulting from failure to return all keys.

MOVING OUT

A damage or security deposit is paid to the lessor (landlord) upon signing a lease (legally binding document). The deposit is meant to protect the landlord against any damages that the tenant or lessee (person/s renting the unit or house) does to the premises.

Save your lease and all of your financial records (rent receipts or cancelled checks) until you receive your deposit back. If the refund amount is incorrect, do NOT cash the check.

Most problems regarding refund of a deposit involve a dispute about the condition of the rental unit. Tenants claim they are being charged for damage that existed at the time they moved in. Or, they claim that the cleaning and repairs for which they were charged upon moving out were not really needed. You will need proof of the condition of your rental unit at the time that you first moved in, and on the day that you move out and return the keys. (Please see the “Moving In and Out” section of this Guide.)

DEPOSIT REFUND LAW

The Illinois Security Deposit Return Act, 765 ILCS 710/1 states:

A lessor of residential real property containing five or more units, who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the leased property, may not withhold any part of that deposit as compensation for property damage unless he has, within 30 days of the date that the lessee vacated the premises, furnished to the lessee, delivered in person or by mail directed to his last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the premises and the estimated or actual cost of repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If the lessor utilizes his or her own labor to repair any damage caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair such damage. If estimated cost is given, the lessor shall furnish the lessee with paid receipts, or copies thereof, within 30 days from the date the statement showing estimated costs was furnished to the lessee, as required by this Section.

continued on page 14 …
If no such statement and receipts, or copies thereof, are furnished to the lessee as required by this Section, the lessor shall return the security deposit in full within 45 days of the date that lessee vacated the premises.

Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits provided, the lessor shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees.

Illinois has no comparable statute for houses or properties with fewer than 5 units. In those cases, your lease should state conditions and timing for deposit refund. Consider adding a clause to your lease requiring the landlord to give you an itemized statement of damages and specifying the time period for refund.

Urbana City Code (Section 12.5-20) imposes the same requirements as the state law, except those requirements apply to ALL rental properties, even properties with fewer than five units, including a duplex or a house. Urbana city code, also says:

The decorating of the rental unit after the tenant vacates, including painting and carpet cleaning, unless walls or carpets are damaged beyond normal wear, shall not be considered as damage and the costs thereof shall not be charged to the security deposit.

In Urbana, a landlord should not charge a tenant for carpet cleaning or painting unless the tenant has done damage beyond normal wear or unless the tenant agreed in the lease to pay for carpet cleaning or painting as a service.

If you will be disputing the amount of your deposit refund, remember these important tips:

• Don't cash the check
• Don't throw away the envelope in which it was mailed

By cashing the check, you make yourself vulnerable to a claim by the landlord that you accepted the amount of the check as settlement of the deposit. The reason you should keep the envelope that was mailed to you is to prove the date it was postmarked, in the event that the landlord did not comply with the time periods required by the state law.

Note that the law requires the landlord to send your deposit refund to your “last known address.” To avoid dispute over whether or not you gave the landlord your new address, register a change of address with the post office. Then, if the landlord sends your refund to the address of the property you rented from him/her, the refund will be forwarded to you by the post office. If you had roommates, also check with them before you assume the landlord failed to refund your deposit. Some landlords send a statement and partial refund to each roommate, but others send all of the documentation and full refund to one person.

Contact the Tenant Union if you have questions about your refund.

**Interest Due On Deposits**

The Urbana Landlord-Tenant Ordinance, Chapter 12.5-19 of the city code requires interest be paid on all deposits of $100 or more if held for at least six months if the tenant has not defaulted on the lease. State law applies in all other cities in central Illinois and requires interest be paid only if the property at which you were renting had 25 or more units in one building or in a complex of buildings on contiguous parcels of property, provided you did not default on the lease and the deposit was held for at least six months. The rates are different for Urbana and for the rest of the state and are set by law.

**Landlord Best Practices**

Resolves problems quickly and has few or no complaints at the Tenant Union.

Provides you with a STREET address—not just a post office box address—so you can find the landlord in person to obtain a rent receipt, get written approval or a sublease or return keys at the end of a lease.

Provides a phone number for contacting the landlord during evenings and weekends in case of an emergency.

Puts all oral promises in writing in the lease.

Presents two identical copies of the lease and signs his/her full name to both copies at the same time that you sign the contract.

Treats you with the courtesy and respect you deserve as a customer.
Helpful Resources
A list of important community and campus phone numbers and links.

Community Resources

Attorney General’s Consumer Protection Office
217-278-3366 www.illinoisattorneygeneral.gov/consumers/
Hotline
(217) 278-3366
(800) 243-0618

Building Safety Division of Community Development
(217) 384-2436 www.urbanaillinois.us/departments/community-development/building-safety
Center for Women in Transition / A Woman’s Place
(217) 384-4390 www.cwt-cu.org
Champaign-Urbana Tenant Union
(217) 352-6220 www.cutenantunion.org
Department of Neighborhood Services (Champaign)
(217) 403-7070 ci.champaign.il.us/departments/neighborhood-services/

Discrimination Complaints
Champaign Community Relations
(217) 403-8830 ci.champaign.il.us/departments/city-manager/community-relations-office/
Illinois Department of Human Rights
(312) 814-6200 www2.illinois.gov/DHR/Pages/default.aspx
Urbana Human Relations Officer
(217) 384-2466
U.S. Department of Housing & Urban Development
(800) 669-9777 www.hud.gov

Emergencies (Police and Fire)
911

Housing Inspectors
Champaign
(217) 403-7070
Savoy
(217) 359-5894
Urbana
(217) 384-2436

Police (Non-Emergency)
METCAD Dispatch
(217) 333-8911 www.metcad911.org/pub/
Champaign Police Station
(217) 351-4545 ci.champaign.il.us/departments/police/
Urbana Police Station
(217) 384-2320 www.urbanaininois.us/police

Rape Advocacy, Counseling, and Education Services
(217) 384-4444 www.cu-races.org
(RACES) – Rape Hotline

Utility Companies – Cable TV and Internet
Comcast
(888) 736-6612 www.comcast.com
Mediacom
(800) 874-2924 www.mediacomcable.com
AT&T
(800) 288-2020 www.att.com

Utility Companies – Electricity and Gas
Ameren Illinois
(800) 755-5000 www.ameren.com/sites/aiu/Pages/Home.aspx
Gas Leaks (Emergency Service)
(800) 755-5000

Utility Companies – Water
Illinois American Water
(217) 352-1420 or www.amwater.com/ilaw/
(800) 422-2782

Campus Resources

Campus and Community Student Services (CCSS)
(217) 333-0050 odos.illinois.edu/ccss/
Daily Illini (to place classified advertising)
(217) 337-8337 www.dailyillini.com
Office of the Dean of Students
(217) 333-0050 odos.illinois.edu
Student Legal Services
(217) 333-9053 odos.illinois.edu/sls/
Tenant Union
(217) 333-0112 www.tenantunion.illinois.edu
UI Housing Division
Certified Housing
(217) 333-1420
Family Housing
(217) 333-5656
Residence Hall Contracts
(217) 333-7111