

Renters Glossary

Holdover: The tenant has stayed in the apartment or house past the end date of the lease term. Holding over may result in failure to deliver possession to the next lessee, a case during which the holdover tenant may become liable for a landlord's costs resulting from failure to deliver possession.

Inspection: If you believe your apartment does not meet safe living standards or is otherwise not in compliance with housing code, you may contact a city housing inspector. An inspector will come to your apartment at no cost to you and will notify the landlord of any outstanding code violations, and will require that the landlord make repairs by a certain date.

Joint and Several Liability: In lease terms, this means that all tenants are responsible for upholding the lease contract. If one person fails to pay rent, the landlord can choose to pursue any or all tenants for that rent. And if one tenant otherwise substantively violates the lease contract, the landlord may consider all tenants in default.

Landlord: The company or the person who owns or manages the apartment or house. It is the name that is usually listed on the top of your lease and the name that would be on the office door.

Late Fee: A fee assessed to a tenant because the tenant has failed to pay rent or other costs on time and in full. Late fees for rent are limited to 5% of the monthly rental payment. Some landlords charge this, some charge 5% of the unpaid balance, and some charge a fixed rate.

Lease: The legal contract a tenant and landlord have that means you are renting an apartment or house from them (usually a document you and the landlord sign). This document should include everything you think is the agreement between you and the landlord.



Student Legal Services: An office which provides legal help to students at the University of Illinois at Urbana-Champaign at no additional charge.

Sublease Agreement: An agreement executed by the tenant, subtenant, and landlord, which addresses payment of rent and security deposit by the subtenant as well as any other considerations which fall outside of the original lease agreement, to which all parties are bound. The landlord's written consent is required to sublease. Without their signature, a sublease agreement is unenforceable. For a sample sublease agreement, visit the Tenant Union office, or download one from the Tenant Union website.

Sublessee: The new tenant who sublets the apartment from the original tenant.

Sublessor: The original tenant who sublets the apartment to someone else.

Sublet/Subletting: When a tenant who has already signed a lease with a landlord rents the premises to another tenant (this person would be the "subtenant"). This is usually because the tenant is unable to live in the premises for the full term of the lease and wants someone to take over the rental payments.

Subordination: See Attornment.

Tenant: You, the renter.

Term: Length of the lease.

Termination: To end an agreement. Termination may occur at the end of the lease period, when the property becomes uninhabitable and the landlord is unable to make repairs in a reasonable amount of time, or when the landlord cannot give the tenant access to the apartment at the start of the lease period. Some leases allow a landlord to terminate the lease agreement in the event of a breach of the lease, which is not in accordance with due process of law.

Urbana Landlord-Tenant Ordinance: If you rent an apartment, house or room located in the City of Urbana, you have certain rights and obligations provided under Chapter 12.5 of the Urbana City Code, "Landlord-Tenant Relationships." The law covers issues like privacy, property storage, and attorney's fees. For a more in-depth summary, visit the Tenant Union website.



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Abandonment: Shutting off utilities, removing a substantial portion of the tenant's property from the apartment, or being absent from the apartment for an extended period of time with rent being unpaid are all possible signs of abandonment. If you abandon your apartment, you are considered to have broken your lease, and your landlord may take legal action against you.

Addendum: An additional page that can be added to the lease. The landlord should sign this addendum, and it should be referred to within the lease as part of the lease.

Appurtenance: Furniture and appliances to be included in the apartment (these should all be listed in your lease).

Attornment: The act of a tenant agreeing that if the landlord sells the property, the new owner will become the landlord.

Bed Bugs: Parasitic insects which consume blood and tend to dwell in bedding and other furniture. They may lie dormant for months after finding a home. Be wary of any lease clause or addendum which places responsibility for bed bugs on you, as treatment can cost hundreds to thousands of dollars depending on the infestation.

Blinds: Window coverings that consist of slats that can be opened and closed; usually provided on windows instead of drapes or curtains.

Chattels: Personal possessions.

Damage Deposit: See Security Deposit.

Deadbolt Lock: A lock on a door that operates by turning the key from the outside or the thumb-turn (which is like a handle) from the inside to move the bolt into the door frame. It is required on all outside doors (except sliding patio doors) because it is safer than a lock that activates a spring (your bathroom door is probably a spring-activated lock). The bolt should not move when you tap it with your hand – only when you turn the key or use the thumb-turn.

Default: To fail to uphold a term or condition of the lease agreement.

Demised Premises: See Premises.

Emergency Dean: The Emergency Dean supports students who are experiencing an emergency situation after 5 pm, in which an immediate University response is needed and which cannot wait until the next business day. The Emergency Dean can be reached at (217) 333-0050.

Eviction: A court order that the tenant must move out because the tenant did not pay rent or otherwise violated the lease; eviction ends the tenant's right to live in the apartment or house but does NOT end the tenant's obligation to pay rent.

Failure to Deliver Possession: Look out for this clause in a lease; this refers to the landlord being unable or unwilling to let a tenant move in at the beginning of the lease term.



Lease Review: A free service offered by the University of Illinois Tenant Union. Bring a copy of your lease agreement to the Tenant Union and a Housing Counselor will review it with you and provide useful renting information and highlight any potential problems including hidden fees and exploitable clauses.

Lease Release Form: A form which can be found on the Tenant Union website and in the Tenant Union office which contains an agreement to be executed between the tenant and the landlord releasing the tenant from all rights and responsibilities contained in a lease contract. It is important to have a lease release in writing. If a landlord tells you that you are no longer bound to your lease, they should have no problem signing such an agreement.

Lessee: A person who holds the lease of a property; a tenant.

Lessor: A person who leases or lets a property to another; a landlord.

Lien: The right of a person to retain possession of property for which he or she has labored until said person's debt for his or her work is paid in full. This is generally included (and protected against) in a lease if a landlord is willing to allow a tenant to perform renovations, paint, or otherwise work on the property, so that the tenant cannot claim any possession by virtue of the tenant's work on the property.

Maintenance/Repair Request: If something in your apartment has become damaged or is otherwise need of maintenance, you should submit to your landlord a maintenance request. Some leases actually require the tenant to report damage as soon as it is noticed, or else landlord may try to hold the tenant liable and in violation of the lease. Requests may be submitted electronically or by telephone, but if a landlord is being unresponsive to your request, you should submit one in writing by certified mail.

Negligence: Failure to take reasonable measures to prevent or resolve a problem once the problem has been recognized.

Negotiation: Bargaining in order to improve one's position, through, for example, offering additional rent in exchange for the removal of a problematic lease clause. Leases are negotiable contracts, and you have the most power to negotiate prior to signing.

Move in Condition Report: A report filled out by the tenant at the beginning of a lease period which documents the condition of the apartment at move-in. Damages in the apartment at the end of the lease period which are not noted on the move in condition report may be deducted from the security deposit.

Premises: A legal term referring to the place you are renting.

Privacy Clause: A clause in a lease agreement which requires that the landlord give the tenant advance notice before entering the apartment. In Urbana, law states that a landlord must give at least 24 hours advance notice before entering the apartment for unplanned and non-emergency entries. In +Champaign and Savoy, there are no such provisions, so Privacy Clauses are desirable.

Rent: Money paid to a landlord in exchange for occupancy of a rental property.

Renter's Insurance: Insurance you buy to protect your personal property in the apartment. It also covers your liability (to pay the landlord's costs in case you accidentally start a fire in your apartment, or some other problem that is your fault).

Roommate: A person with whom a renter lives. Roommates in most cases are jointly and severally liable for lease obligations.

Roommate Agreement: An agreement executed between roommates in order to delineate rights and responsibilities of the contracting roommates. Roommate Agreements may help to prevent conflict and tension.

Security Deposit: Amount of money, usually an amount equal to 1 month of rent, that a tenant will pay to the landlord when they sign the lease; the landlord holds the deposit during the lease term in case the tenant does damage to the premises, or does not clean the premises at the end of the lease term or does not pay late fees or other charges the tenant owes the landlord.

Security Deposit Interest: When a landlord holds your security deposit, they may be required to pay you interest on it if it has been held for more than 6 months. In Champaign and Savoy, this applies only if the rental property has 25 or more units. In Urbana, this applies to any deposit over \$100. Check the Tenant Union website for further information including the interest rates.

Severability: If lease clauses are severable, it means that should a clause be found to be unenforceable, the remainder of the contract remains in effect.