

# Renters Handbook

2009 Edition



# Table of Contents

<b>Introduction</b>	3
<b>Becoming a Renter</b>	3
Rent a Place You Can Afford	3
Finding the Right Apartment for You	4
Discrimination and Housing	4
<b>Basics of the Landlord-Tenant Relationship</b>	5
Get it in Writing	5
Making a Deposit on a Rental Unit	6
Know Your Landlord	6
<b>The Written Lease</b>	6
Read Your Lease and Make Changes	6
What to Look for in a Lease	7
An Oral Lease is a Lease	7
Who Owes the Rent	8
Roommates	8
<b>Moving In</b>	8
<b>Getting Repairs Done</b>	9
If the Repairs Are Not Done	10
Rent Settlements	10
Repair and Deduct	10
Rent Withholding	12
Warranty of Habitability Rights	12
Housing Code Violations	12
Housing Code Checklist	14
<b>Damage and Security Deposit</b>	15
Payment	15
Problems	15
Refund of Your Deposit	16
<b>Other Issues</b>	16
Security and Safety	16
Pets	17
When a Landlord May Enter	18
Rental Rights for a Mobile Home or Lot	18
<b>Utilities - an Overview</b>	19
Applying for Services	19

Utility Deposits	19
Electricity and Gas	20
Water	20
Telephone	20
<b>Utility Problems, Solutions and Other Issues</b>	21
If Your Landlord Provides Utilities	21
Deferred Payment Agreements	21
Estimated Bills	22
Late Payment Charges	22
Shutting off Your Services	22
Dispute and Complaint Procedures	24
Energy Saving Tips	24
Cooling Energy Savers	25
The Low Income Home Energy Assistance Program (LIHEAP)	25
<b>Moving Out</b>	26
<b>Ending the Landlord-Tenant Relationship</b>	27
How to Get Out of Your Lease	27
Consent of the Landlord	27
Sublet, Assign and Transfer	27
Other Possibilities	28
<b>Eviction</b>	28
Notice and Proceedings	28
Lock-outs and Changing Locks	29
Liability for Rent	29
Seizure of Property	29
Retaliatory Eviction	29
<b>Small Claims</b>	29
<b>Where to Get Help</b>	31
Important Numbers	31
Filing a Discrimination Complaint	31
Need a Lawyer and Can't Afford One?	31
How to Reach Prairie State Legal Services	31
<b>Move- In/Move-Out Checklist</b>	32
<b>Local Prairie State Offices</b>	34

## Acknowledgements

We wish to thank the Champaign-Urbana Tenant's Union for granting permission to reproduce portions of the Champaign Urbana Tenant Handbook.

## Introduction

This handbook does not explain all there is to know about renting, but it does provide helpful information on your rights and responsibilities as a tenant in Illinois. The Table of Contents gives the titles of all the areas covered in this handbook. This will allow you to read the sections that interest you the most. Like any area of law, landlord-tenant law can be complex and overlapping. Therefore, many of the sections repeat information in other sections and occasionally refer to other sections. This repetition was intended to make it as easy as possible for you to find answers to your questions.

This handbook is not intended to be a substitute for legal advice specific to your situation nor is it meant to replace an attorney. Each individual situation is unique. The information in this handbook applies to general housing situations and should help avoid many problems before they happen. There are times when it would be wise to consult an attorney and there are other times when it is essential to do so. That decision is one that only you can make.

If you need to consult an attorney, but cannot afford one and you live in a county served by Prairie State Legal Services, please call the nearest Prairie State office. The offices and telephone numbers are listed at the back of this handbook.

If you live in a county not served by Prairie State and cannot afford an attorney, please contact one of the other federally-funded legal services programs that are also listed in the back of this handbook for assistance.

For individuals who are above legal services income guidelines, you may contact either the Illinois State Bar Association Lawyer Referral Program (217-525-5297), a county Lawyer Referral Program, or a private attorney.

Some communities in Illinois have their own landlord-tenant ordinances. If your community has its own ordinances, they may provide you with additional or different rights and responsibilities. Please read the ordinances carefully. You can get a copy at your city or village hall and possibly online.



## Becoming a Renter

### Rent a Place You Can Afford

Whether you are on a fixed income or have a steady job, you must consider the amount you will be required to pay for rent. To know whether or not you will be able to afford a certain home or apartment, you must look at your budget.

First, figure out the lease rent and then your total rental obligations. The lease rent is the amount of money that your lease or your landlord states you will pay.

Your total rental obligation is the total amount of money that it will take to live in your house or apartment. Total rent includes:

1. the cost of utilities like heat, electricity, water, or garbage hauling if your landlord is not paying them;
2. phone bill;
3. any additional costs for pets or parking; and,
4. furniture if the unit is not furnished.

Next, decide whether you can afford this amount. Usually, about one-fourth of your income is spent on rent. But if you are on a limited income such as Social Security, TANF, etc., it will be very difficult for you to spend only one-fourth of your income on rent. Usually one-third, one-half or more of your fixed income will go to rent.

Either way, you must learn to budget. To see how much you can afford, take into account the following when budgeting:

Groceries, per month	\$ _____
Clothes, per month	\$ _____
Medicine, per month	\$ _____
Transportation, per month	\$ _____
Leisure Activities, per month	\$ _____
Other, per month	\$ _____
TOTAL	\$ _____

Now check to see what you have left from your income. If you do not have enough to pay rent, you might want to cut back in other areas.

Most important is that you must pay your rent so you have a roof over your head, but be reasonable. If you do not have enough for food for the month after paying your rent, you cannot afford the place. Renting an apartment or a house is a big responsibility and involves a lot of money, so make sure you can afford it.

### **Finding the Right Apartment for You**

Before you decide to rent, the following tips can be helpful:

1. Read the sections in this handbook on leases and security deposits very carefully.
2. Check how close the rental unit is to supermarkets, laundry facilities, transportation and your place of employment or school.
3. Check with the neighbors in the area for their opinions on the location, the landlord, the safety of the building and the neighborhood.
4. Bring the housing code violation checklist with you and check the unit thoroughly. See the “Housing Code Checklist” section of this handbook on page 14.
5. Find out if you are responsible for paying utilities and garbage collection bills. If you are, check with former tenants about the amount of the bills.
6. If you will be sharing the unit with other people, be sure to visit the unit together when possible.
7. Make a list of all furnishings and anything else that has been promised. Have the landlord sign this list. Check the condition of all furniture.
8. Check the security of the building. See the



“Security and Safety” section of this handbook on page 15.

9. If parking is to be provided, make sure you know where it is and that it meets your needs. Make sure your lease states that you get a guaranteed parking space, especially if you have to pay an extra charge for it.
10. Find out who is expected to take care of the grounds, halls and sidewalks.
11. Check for fire exits.
12. Beware of basement apartments. These are more likely to have bugs, floods and burglars.
13. Turn on water taps, flush the toilet and check the working condition of all appliances.
14. Check under the baseboards and around radiators for holes that may indicate the presence of mice, bugs or air leaks. Check cupboards and dark corners of the kitchen and bathroom for any evidence of insects. Ask about extermination. Is it done on a regular basis? Is this guaranteed in the lease?
15. Check to see if the electrical wiring is safe. Are there enough outlets?
16. Find out if there are enough windows to provide adequate light and air. Do the windows and locks operate properly? Does the landlord provide screens and storm windows?

### **Discrimination and Housing**

Discrimination based on race, religion, color, sex, national origin or ancestry, familial or marital status and disability in the sale and rental of housing is PROHIBITED by Federal law. No landlord can refuse to rent to a person based on these characteristics. They are not relevant to your status as a tenant.

It is also illegal under Illinois State law for a landlord to refuse to rent to you because of physical or mental disability, military status, unfavorable discharge from military service, sexual orientation or familial status. “Familial Status” means that one or more of your children under 18 live with you or you are pregnant or in the process of securing legal custody of a minor child.

If you are denied an apartment or house because of any of these reasons, contact officials on the federal, state and local levels. On the Federal level, you can call the Department of Housing and Urban

Development toll-free at 800-765-9372. Complaints that are filed are investigated and may go to a hearing. If the Secretary of Housing and Urban Development decides to proceed with the case, it will be forwarded to the Illinois Department of Human Rights. On the State level, complaints may be filed directly with the Department of Human Rights at 800-662-3942 or 312-814-4409. On the local level, there may be a Human Rights Department or a Fair Housing Commission in your city. Check your local phonebook or call city hall to find out about local options. If none of these agencies can solve your problem, you may be able to file suit in the court.

## **Basics of the Landlord Tenant Relationship**

A good relationship between you and your landlord is important. To help in this regard, **BE SURE THAT YOU...**

1. Get all agreements and promises in writing.
2. Do not pay any money unless you know exactly what it is for.
3. Are able to afford the rent and want to live there. If you are not sure you want the place, do not put down a deposit unless you are guaranteed **IN WRITING** that it is refundable.
4. Get a receipt for all money paid.
5. Know and trust the people you will be living with.
6. Know the landlord's business and home phone numbers and address.
7. Know the manager of your building and her/his business and home phone numbers and address.

### **Get it in Writing**

When you make an agreement with your landlord, roommate, or any individual, a general rule is to always get it in writing. This may seem like advice that is only going to make your life more difficult, but oral agreements are often confused or forgotten entirely and have little weight in court because neither person can prove exactly what was said.

You may want to add things to your lease before you sign it. If your landlord makes oral promises about repairs, utilities, etc., you will want to get those promises in writing. Simply because a lease is

on a printed form does not mean you cannot add any provisions or agreements that you and your landlord agree upon. Write any additional agreements on both your copy and the landlord's copy. Both of you should initial the addition. If there is not room on the lease form, write the additional agreement on two pieces of paper, date them, and both of you should initial each copy.

You do not need to use legal terms or big words. All that is necessary is that an average person could understand the agreement without explanation. If your landlord refuses to initial or sign provisions added to your lease, you have good reason to doubt that he or she will honor the agreement later. Landlords are business people and understand that initialing or signing an agreement will make it binding. If they intend to honor the agreement, they should not hesitate to sign it.

Once you move in, if you develop problems requiring the need for changes or repairs, make a request to your landlord in writing. A polite note, dated and signed, requesting the repairs needed is all that is required. Keep track of the dates of letters sent and the repairs requested so you can refer to them later if needed. It is a good idea to make a copy for yourself of every letter you send. If there is any delay in getting work done, do not accept oral promises, but ask that the landlord provide you with a letter stating what work will be done and when. The letter should be signed by the landlord and dated. If your landlord does not want to send a letter, write a note from your landlord to yourself stating, for example: "I will repair (e.g., the broken door) in the apartment located at (address) as requested by (tenant) on (date)." Ask the landlord to sign and date this note. If he or she will not sign it, then you have reason to doubt that he or she will honor the promise. See the section of this handbook, "If Repairs Are Not Done" on page 10.

This same procedure is often necessary between two unrelated tenants living together (roommates, lovers, etc.). If rent, food, utilities or any other payments are



not to be equal, tenants should write out their agreements on these matters and date and sign them.

IT IS ESPECIALLY IMPORTANT THAT YOU GET AND KEEP YOUR OWN COPIES OF THE LEASE AND ALL CORRESPONDENCE BETWEEN YOU AND YOUR LANDLORD. ALSO, IF YOU PAY CASH FOR RENT, A DEPOSIT OR ANYTHING ELSE, GET A RECEIPT AND KEEP IT. WITHOUT ONE, YOU CANNOT PROVE THAT YOU ACTUALLY MADE THE PAYMENT. WRITE YOUR OWN RECEIPT (INCLUDING NAME, ADDRESS, REASON FOR PAYMENT AND AMOUNT) IF THE LANDLORD DOES NOT PROVIDE ONE, AND ASK HIM TO SIGN IT.

### **Making a Deposit on a Rental Unit**

Some people pay a deposit before signing a lease or moving in, so that the landlord will hold the apartment for them. If you decide to rent somewhere else, you may have problems getting your money back. As long as the landlord is still willing to rent to you, he or she may not be obligated to return your deposit to you. If you are not sure that you want a particular housing unit, do not make any payment unless you are willing to give up that money if you change your mind. If you give a landlord any money, get a receipt. If you have an agreement that the money will be returned if you decide not to rent, be sure it is in writing. An agreement to return a deposit to you can be written on the receipt and initialed and dated by both you and the landlord. For example: “(Landlord) agrees to return to (tenant) the amount of (\$) given as deposit on (address) if (tenant) decides not to rent.” Signed and dated.

### **Know Your Landlord**

When you are renting an apartment, both you and your landlord have certain responsibilities. Therefore, it is important to know the name, address and phone number of your landlord. If the person you are dealing with is a manager, make sure you know her/his name, address and phone number and find out who owns the property. Make sure you know where to pay your rent and where to contact your landlord for repairs or problems.



If you wish to find additional information about your landlord, here are some suggestions:

- a. Phone books and directory assistance have phone numbers and/or addresses.
- b. If your landlord has ever sued anyone, his or her name and address will be recorded in the plaintiff's index at the Small Claims Clerk's Office.
- c. County Recorder's Office holds information about deeds and mortgages.
- d. Tax assessor's office holds the records that give the value of properties. It also records the amount of taxes and who pays the tax.

Making sure you can reach your landlord can make your life much easier. If problems do arise, knowing where to reach your landlord may be essential.

### **The Written Lease**

A rental agreement is often in the form of a written lease between the lessor (the landlord) and the lessee (the tenant). As a general rule, it is best to get a written lease agreement when you rent because you are guaranteed you can rent the place for a set period of time. You do not have to worry about rent increases during the lease, and the tenant's and landlord's responsibilities are stated more specifically than in an oral agreement.

### **Read Your Lease and Make Changes**

Make sure you read your lease carefully so you understand what you are agreeing to. If the landlord is rushing you or if there are things that you do not understand, do not sign the lease. Take the lease to someone who can help you and go through it slowly.

Make sure you understand everything in the lease. Then, if you are satisfied, sign the lease and return it to the landlord for her/his signature. Remember — if you are signing a 12-month lease, you are agreeing to pay the monthly rent for 12 months. Make sure you know what you are getting for this large amount of money. If you find some things in the lease that you do not like or that are different from what your landlord said, try to have them changed. You can remove items from the lease by

drawing a dark line through them and having both you and your landlord initial the changes. The lease will replace any oral agreements if they were different from what the lease says.

### **What to Look for in a Lease**

As mentioned earlier, be sure to read your lease before you sign it. If there is something you do not understand, take the lease to someone who can explain it to you before you sign it. The following essential information should be included in your lease.

1. The lease should indicate the amount of rent, who is responsible for payment of the rent, and when and where the rent is due.
2. The address of the rental property and any storage, parking or other property related items.
3. Information on who is responsible to provide and pay for utilities.
4. The lease should state a specific term for the agreement, for example one year.
5. The lease should not contain any blanks.
6. Make sure the lease agrees with any oral promises the landlord has made to you. If any oral promises are not in the written lease, they will not be binding.
7. Make sure you understand what each clause of the lease means before you sign it.

### **An Oral Lease is a Lease**

If you pay rent, but have not signed a written lease, then you and your landlord have an ORAL LEASE agreement. This is a binding contract. Generally, these agreements are from month-to-month, although they may be from week-to-week or for any period of time as long as it is less than a year. The rental period begins on the day your rent is due and renews itself automatically. This oral lease will run until it is properly terminated.

There is one advantage with an oral lease agreement — you are not bound for more than one rental period. However, the disadvantages of not having a written agreement should cause you to be uneasy about having an oral lease. Your rent may be increased to any amount at any time with very little warning. Also, you can be evicted at any time with very little warning. Problems may also arise between you and

your landlord over “rules and regulations” that you know nothing about.

### ***Ending an oral lease***

IF YOU WANT TO MOVE, YOU MUST GIVE YOUR LANDLORD A FULL RENTAL PERIOD’S NOTICE IN WRITING. If you pay rent weekly, you must give your landlord seven days’ written notice of your intent to move. If you pay rent monthly, then you must give at least 30 days’ written notice. The date that you give notice must be the first or last day of the rental period. This means if you pay rent on the first of every month, your lease can only be terminated on the first or 31st of any given month.

AN EXAMPLE: You have an oral lease and you pay rent on the first day of every month. You want to move out on August 31st. You must give your landlord written notice no later than July 31st or August 1st. You could not give notice on August 15th to move on August 31st. If you did not give notice until August 15th, you would still be liable for rent through September 30th.

If you fail to give adequate written notice, you may end up owing an additional month’s rent or losing your deposit. To avoid additional rental charges, send a signed, dated letter to your landlord or deliver it in person in the presence of a witness. Always keep a copy of the letter, and if you think there may be problems, consider sending the notice by registered or certified mail.

If your landlord wants you to move, he or she must give you written notice. IT DOES NOT HAVE TO BE NOTARIZED OR DELIVERED BY THE SHERIFF, BUT SHOULD BE SIGNED AND DATED. Your landlord must give you at least 30 days’ notice if you rent month-to-month and at least one week’s notice if you rent week-to-week. If you do not move out by the date specified by the notice, your landlord may file a lawsuit in court to have you evicted. For more information on this process, see the “Eviction” section of this handbook on page 28.

### ***Rent increases on an oral lease***

Rent increases on an oral lease are much the same as a notice to move. Your landlord should not raise the rent without first giving you a full rental period’s notice of the increase in writing. If you want to move instead of paying the increase in rent, you still must give your landlord proper notice. If you have a written lease, your rent cannot be increased until the end

of the lease. This is another reason that you may want to avoid oral leases.

### **Who Owes the Rent**

Your lease is a contract between you and your landlord. The person who signs the lease as a tenant is required to pay the rent. Problems may arise where two or more people have rented an apartment together and have agreed among themselves to pay their fair share of the monthly rent. Later, one of the tenants moves out and stops paying rent. The tenant(s) who remains in the apartment is legally required to pay the full amount of the rent to the landlord even though that was not the deal that was made between the roommates. Under Illinois law, each tenant who signed the lease is responsible for the full amount of the rent due. This means that, in the event of a dispute, the landlord could sue you, your roommate or both of you, no matter who owes the rent. The tenant who remains would be the person called to court, possibly evicted and left owing all the rent by court order.

There are two ways to avoid this problem. One way is to ask your landlord to include a clause in your lease which requires each tenant to pay only her/his part of the total rent (pro-rated) and releases each tenant from the liability for the other tenants' payment. For example, the following clause would serve this purpose (written by a Bloomington, Indiana attorney): "Landlord and tenants hereby agree that each of the undersigned tenants is not jointly and severally liable for the failure of any of the other undersigned tenants to perform any of their obligations under this lease.

Further, in the event of legal action by the landlord to recover rent due under this lease, the liability of any individual tenant will be limited to (the percentage you agree to pay) of the total amount of rent due under the lease. The preceding sentence shall not be construed to impose liability upon any individual tenant where such liability has been relieved under the first sentence of this clause."



The other way is to be very careful in choosing a roommate. If there is a chance he or she may move out and leave you paying all the rent, you should think twice.

### **Roommates**

Be careful about the person with whom you decide to live. Generally, if two or more people move in together or sign a lease together, all of them are liable for the terms in the rental agreement. This means that if your roommate does not pay her/his half of the rent one month, the landlord can sue either you, your roommate or both of you for the total rent. It is the landlord's choice. If your roommate disappears without paying the rent and you are the only one the landlord can find, then you are the one he or she will sue for the total rent.

The same is true with other parts of the rental agreement. If you and your roommate agreed with the landlord there would be no pets and your roommate gets a dog, the landlord may evict both of you for breaking the lease, even though it is not your dog.

Once again, it is good to get it in writing, even between roommates. Write down who is to pay what and have all the roommates sign and date it. This may not guarantee good roommates, but it will guarantee some evidence of an agreement if you have to sue a roommate for her/his share of the rent or bills.

### **Moving In**

Once you know where you are going to be living, there are a few things you should do immediately to make your apartment your home.

1. Get your landlord's name, address and telephone number. Also, get the name, telephone number and address of the manager of the property if it is a different person than the landlord. Make sure you get the name and telephone number of a person to contact in case of emergencies if it is a different person than the landlord or manager.
2. If you have not already done so, ask your landlord which utility bills you are responsible to pay. This could include electricity/gas, water, garbage collection and/or telephone. Usually if you must pay for them, then you are responsible for having them turned on. Make arrangements before you move in to have these turned on and have the meters read. By planning ahead, service can be scheduled the day you move in.



3. Put the names of everyone living in the apartment on the mailbox as soon as possible. The post office may not deliver mail to you until this is done, even if the mail is properly addressed. Women should, as a safety measure, list only their first initial and last name. Men should do the same out of consideration for women.
4. Before you unpack anything, it is a good idea to check for roaches, ants or signs of rodents. If your landlord is responsible for spraying for bugs and rodents, make sure your apartment has been sprayed recently. If not, ask the landlord to do it. If he or she agrees to do it, get the agreement in writing. If your landlord refuses to spray, find out if he or she is responsible to do it. See the "Housing Code Checklist" section of this handbook on page 14.
5. Make a list of the conditions in your apartment. There is a form for listing the conditions entitled **Moving In/Moving Out Checklist** that can be found at the end of this handbook. Consider taking pictures and date them. This might be necessary if you are concerned about the landlord keeping your security deposit or accusing you of causing damage to the apartment. Also, the building may be sold to a new landlord who would not know about pre-existing damage and may blame you. Find out if your landlord has insurance to cover loss or damage to your personal belongings due to theft, fire, vandalism, smoke, natural disaster, etc. If not, (which is generally the case) you may want to check into the possibility of renter's insurance. Usually, these policies cover loss or damage to all of your personal belongings for a reasonable sum. Renter's insurance does not include insurance for the apartment itself. Various policies cover different things, so ask an insurance agent about the different types of coverage. Check around because rates do vary.
6. Check the security of the apartment. This is explained in the "Security and Safety" section of this handbook on page 16.
7. You may want to have your apartment inspected by the Housing Code Enforcement Department before you move in. See the "Housing Code Checklist" section of this handbook on page 14.

## Getting Repairs Done

Whenever you have a problem with your apartment or house, you should report it to your landlord. This

is why it is so important that you have her/his phone number and address. Your landlord cannot be expected to know all the problems that arise once you move in, so it is your responsibility to inform her/him of any problems. Hopefully, once the landlord or manager is made aware of the problem, it can be taken care of quickly. If you make any oral requests for repair, be sure to keep a record of the date and time you made the request.

Generally, it is a good idea to report all problems in writing and keep a copy of the letter. That way, your landlord is less likely to forget your request and hopefully will take you more seriously. Also, in some instances, you may have to prove later when you reported a problem. (For example, a broken furnace which causes a lack of heat and makes pipes freeze and burst could be considered your fault if you did not report the broken furnace to the landlord within a reasonable time.)



If you want immediate action, it is best to call your landlord or talk to him or her in person and tell him or her exactly what is wrong. Then, follow-up the call with a polite letter that is signed and dated. Keep a copy of the letter for your records.

Your landlord should make repairs in a reasonable amount of time. In deciding what is a reasonable amount of time, try to be fair. A broken furnace in the middle of winter or a toilet that does not flush should receive immediate attention. A broken garbage disposal or loose floor tiles are not as important, especially if other tenants are having more serious problems.

If the landlord is just taking too long to make needed repairs, be persistent so that your landlord would rather make the repairs than listen to you. In some cases, neither politeness nor persistence will get the repairs done. You will then have to contact an attorney or the proper agency. See the "Housing Code Checklist" section of this handbook on page 14.

Make sure that you have been firm with your landlord and asked for the repairs more than once before contacting an attorney or agency. Be sure to take photographs of the damage for your records.

### **If the Repairs Are Not Done**

If you have made requests for repairs and have been persistent and your landlord still refuses or fails to make repairs, there are several things that can be done. They are discussed in more detail below, and include:

1. Entering into a rent settlement with the landlord.
2. Repairing and deducting the cost of repair from your rent.
3. Reporting housing code violations to local housing officials.
4. Withholding rent (not recommended).

### **Rent Settlements**

A return of some rent or a rent reduction may be a possibility whenever there are problems that make the premises or any part of it inconvenient or otherwise not useful. Remember you are paying rent for a livable unit with certain services. If you are not getting a livable unit, you are not getting what the landlord promised and some sort of adjustment or payment is only fair.

For example, if the roof leaks consistently, and in several places, and the landlord cannot or will not fix it, you are not getting the livable unit you are paying rent for. In cases such as this, you are entitled to a reduction in your rent or some payment for the inconvenience. Suggest some type of arrangement to your landlord. If your landlord refuses, it may be possible to sue him to get a reduction or refund. See an attorney.

If your landlord does agree to a reduction or refund, make sure you get it in writing. Have the landlord sign and date a written statement clearly explaining that you may deduct a certain stated amount of dollars from your next rent payments. If you do not get such a written statement, you may find yourself facing an eviction for non-payment of rent because your landlord has changed her/his mind about the refund.

### **Repair and Deduct**

#### *The Residential Tenants' Right to Repair Act*

One option you may have is to hire a licensed tradesman or supplier to make the repair and to then

deduct the cost of repair out of your rent. This is allowed under the Residential Tenants' Right to Repair Act. However, this law only applies under certain circumstances, and provides a right only for certain repairs. Also, you must take special steps (described below) to comply with the Act. Read on to find out if and how you can take advantage of this law.

#### *What types of repairs are covered under the Right to Repair Act?*

The Act only applies to repairs that are required by the lease, or by law, administrative rule or local ordinance or regulation. You cannot deduct the cost of repair from your rent if you caused the damages by a deliberate or negligent act or by a failure to act in some way. Also, you cannot deduct the cost of repair from rent where your family members or other persons you admitted to your apartment caused the damages.

#### *Are all types of rental housing covered under the Right to Repair Act?*

No. The Act does NOT apply to:

1. Public housing;
  2. Condominiums;
  3. Residential cooperative housing;
  4. Commercial tenants;
  5. Residences with six units or less, if the owner lives on the property;
  6. Mobile homes located in a mobile home park.
- If your housing falls into one of the categories listed above, then you cannot deduct the cost of repairs from your rent under the Right to Repair Act. If your situation is not covered by the Act, then you may still be able to repair and deduct in some situations. See the section below titled, *What if the Right to Repair Act doesn't apply to me?*

#### *Is there a limit to the amount that can be spent on any particular repair under the Act?*

Yes. The amount you can deduct depends on your monthly rent:

1. If your rent is \$1000 or more - you can take up to \$500 out of your rent for a covered repair.
2. If your rent is \$999 or less - you can take up to half of your rent out for a covered repair.
3. Also, the amount you deduct cannot be more than the reasonable price that is usually charged for the repair.

*Do I have to notify my landlord before I hire someone to make the repair?*

Yes. You (the tenant) must tell the landlord in writing that you are planning to have the repair made at the landlord's expense. You must send the letter through registered or certified mail to the landlord's address shown on the lease, but if there is no address listed, you must send it to the most recent address you have for the landlord.

*After I notify my landlord, can I then have a tradesman or supplier make the repair?*

After notifying the landlord in writing you must wait 14 days to allow the landlord to make the repair. If the landlord fails to make the repair within 14 days, then you may have your tradesman or supplier make the repair. If there are emergency conditions that require the repair to be made sooner, then the repair can be made immediately. Emergencies include any conditions that will cause irreparable harm to the apartment if not immediately repaired or any condition that poses an immediate threat to you or to your household members' health or safety.

*Do I have to follow any special rules for making the repair?*

- The repair must be made in a workmanlike manner;
- It must be made according to the appropriate law, administrative rule, or local ordinance or regulation;
- It must be completed by a tradesman or supplier who holds a valid license or certificate as required by State or municipal law;
- The tradesman or supplier must be insured to cover any bodily harm or property damage they cause;
- The tradesman or supplier cannot be related to



you.

*Do I have to give my landlord anything else?*

You must give your landlord a paid bill from the tradesman or supplier and the tradesman or supplier's name, address, and telephone number before you may deduct the amount from your rent.

*Can my landlord evict me for not paying rent if I repair and deduct?*

No, your landlord should not be able to evict you. **But:** you need to make sure you follow all of the rules explained here. If you fail to do any part of the repairs and deductions properly, then your landlord may have the right to evict you. If you receive an eviction notice, contact a lawyer immediately.

*What if the Right to Repair Act doesn't apply to me?*

If the Act doesn't apply to you, then you may still have the right to make repairs and deduct the cost from your rent if there is a local ordinance permitting you to do so. You should check your local ordinance to find out your rights as a tenant. If you are not protected by the Right to Repair Act or by a local ordinance, then to assure that you will not be evicted for non-payment of rent, you should pay your rent even if your landlord hasn't made repairs.

However, under certain circumstances, even where there is no applicable law or ordinance, judges will not evict a tenant who repairs and deducts the cost from rent. It depends on the seriousness of the problem or if a lease requires the landlord to repair and the landlord does not make repairs. Problems are usually considered serious when they involve essentials, such as heat, electricity, plumbing, water or security. You should have the premises inspected in order to help determine if the violations are serious. If they are serious and violate the local housing code, the inspector will request that the landlord make the repairs. If the problem does not violate the housing code or other laws, you probably should not repair and deduct, unless your lease permits it.

### **Rent Withholding (Not Recommended)**

Many times people feel that if their landlord refuses to make repairs or if the place they live in is "bad enough," they do not have to pay rent. Often tenants are misinformed by other people that this is true. No

matter who tells you that you do not have to pay rent, they may be wrong. Under Illinois law, you have no right to withhold or refuse to pay rent no matter how “bad” the place is. There may be a local ordinance that allows you to withhold rent. Check with an attorney in your area to see if such an ordinance applies to you. If there is no applicable ordinance and serious repairs are needed in your home but the landlord has refused your requests to make repairs, then you must decide whether withholding your rent is worth taking a chance that the landlord will attempt to evict you.

Can I be evicted for withholding rent?

If you decide to withhold rent, the landlord may try to evict you, but a judge would have to make that decision. A judge might not evict you for withholding rent if the housing code violations are bad, but you have no legal guarantee that the judge will rule in your favor. If the landlord wants to evict you for withholding rent, the landlord is required to send you a notice demanding that you pay rent within five days or you will be evicted. If you pay rent within the five days, your landlord cannot evict you.

*What should I do if I decide to withhold rent?*

1. Write the landlord a letter requesting that the landlord make repairs and inform him or her that you will withhold rent if he or she does not make repairs.



2. Send this letter certified mail with return receipt requested or hand deliver it to the landlord.
3. Keep a copy for your records.
4. Hold on to rent money and do not spend it.

### **Warranty of Habitability Rights**

In all agreements to rent real property, whether oral or written, the Illinois courts will imply a promise from the landlord to the tenant that the premises will be kept in a livable condition. Generally, this means that the unit you are renting should be free from housing code violations. If you are living in an area that does not have a housing or building code, the

unit you are renting should at least have heat, hot and cold water, no leaks in the roof, a solid structure, be free from bugs, rats and mice, and be safe.

If there are conditions or housing code violations that unfavorably affect living in the premises, you may be able to break your lease and/or sue your landlord for damages and/or sue your landlord to make repairs. If you feel your landlord has violated his promise to provide you with a livable dwelling and you are unable to correct the problems, see an attorney.

### **Housing Code Violations**

#### ***What are housing codes?***

Housing codes set minimum housing standards that all residential property in a village, city or county must meet. These standards are adopted by villages, cities and counties to ensure safe and sanitary housing for its residents. Generally, major things such as heat, water and sewer facilities, electricity, structural defects, bugs, mice, rats, etc. are covered by housing codes. You can use the “Housing Code Checklist” at the end of this section to determine if you have potential code violations.

If you live in a village or rural area, there may not be a housing code unless the county has adopted one. To find out whether your city, village or county has adopted a housing code, you will need to contact city, village or county staff members. Housing codes vary from area to area. It may be possible for you to determine whether there are any existing housing code violations in a dwelling you are considering for rent by contacting your city or village hall or the city’s Housing Code Enforcement Department.

#### ***Acting on Potential Housing Code Violations***

If you are fairly sure that there are violations, follow these steps to address the problems. If the problems are of a serious nature and threaten your health, safety or welfare, follow the directions in the next section of the handbook, “Acting on Serious Housing Code Problems” below.

1. Keep paying your rent. As was explained in an earlier section, under Illinois law you have no right to withhold or refuse to pay rent no matter how “bad” the place is. However, there may be a local ordinance that allows you to withhold rent. Check with an attorney in your area to see if such an ordinance applies to you.

2. Check your lease to see if you are responsible to fix some of the problems you identified. Usually, the tenant is responsible for a minimum of good housekeeping. In most cases, your landlord is responsible to correct housing code violations. If you have any doubts, seek help.
3. Explain the problem to the landlord. He/she may not even know of the problem unless you point it out. If the problem is likely to cause further damage to the property, it is important that you notify the landlord immediately, for example, a serious leak in the roof or plumbing can create damage to walls or ceilings. As always, put in writing what you told the landlord. Give the landlord a copy and keep a copy for yourself.
4. If the problem is not fixed within a reasonable time, remind the landlord again. If he/she still does not respond, contact the Housing Code Enforcement Department, explain the problem and request an inspection. Be sure to call them before you have missed a rent payment or damaged the premises.

The landlord cannot evict you for requesting a housing inspection as long as violations exist and you have been paying your rent and there are no other problems affecting your right to live in the apartment.

### ***Acting on Serious Housing Code Problems***

If the violation is a major one and presents serious danger to your health, safety and welfare, you should contact the housing officials of your municipality or county immediately. A phone call is enough to start the process. Avoid general statements such as “the place is a mess.” Be exact. If the roof leaks, say it. If the toilet does not flush, say it. Be specific about which rooms need to be fixed.

Usually within a day or two after receiving your complaint, the Housing Code Enforcement Department will make an inspection. If a genuine emergency exists, call and explain the situation. Often, the code enforcement people will make an inspection the same day they receive your complaint. Once your rental unit has been inspected, it is not likely the problem will be solved the next day. Be sure to ask for a copy of the inspection report for your records.

### ***What Happens After I Report a Housing Code Violation?***

Housing Code Enforcement Departments answer tenants’ complaints and inspect all residential property within the city to make sure it is safe and healthy. Call them when you have problems with your apartment or house and the landlord has refused your requests for repairs. The following are the typical steps that will be taken after you contact the Housing Code Enforcement Department.

1. An inspector from the Housing Code Enforcement Department will usually respond to your complaint within a few days.
2. If the enforcement people find a violation of the housing code, they will notify the landlord by letter listing all the violations they have found. The letter will set a time limit for the landlord to make repairs. The length of the time limit will vary according to the problem.
3. The Department will usually follow-up and check to make sure everything is fixed. If the repairs do not occur, you may want to contact the inspector to ask about the status of your complaint.
4. If the landlord fails to make repairs after this follow-up, the city may sue her/him, fine her/him or prohibit the re-renting of the premises, depending on the seriousness of the needed repairs.

**Note:** If the violations of the housing code are serious, the building inspector may condemn the apartment for occupancy and you may have to move. State law prohibits a landlord from evicting a tenant because the tenant called the Housing Code Enforcement Department with a legitimate complaint. The landlord may still evict the tenant for not paying rent or for breaking the lease, but he/she may not evict the tenant solely for calling in the authorities with such a complaint.

### **Housing Code Checklist**

The following checklist is a general overview of many of the most common issues found in housing codes and should be reviewed when viewing an apartment you are about to rent or the one in which you presently live. Read through the list and check each statement that is true. Ideally you will be able to check off each item. If there are items that you cannot check off, they may represent a housing code violation. If you have any questions, contact the Housing Code Enforcement Department.

### ***Exterior and Common Areas***

- The apartment hallway and/or stairway have natural or electric light at all times.
- The roof does not leak
- The outside areas are free of standing water and kept clean.
- There are hand railings where there are three steps or more.
- The porches are safe.
- There are no holes, breaks or loose or rotting boards in the exterior walls or foundation.
- There are sufficient garbage cans with lids for the outside.

### ***Windows and Doors***

- Every room has at least one window or skylight that can be opened, except for the bathroom, laundry, furnace, pantry, kitchenette or utility room.
- The locks on all exterior doors work properly and they will insure your safety.
- You have two or more safe ways to get out of your apartment.
- Wind or rain does not enter the dwelling through the doors or windows.
- There are no broken windows.
- All the windows operate properly.
- There are screens on all the windows.

### ***Bathroom and Kitchen***

- The kitchen has cabinets and shelves.
- The drains, toilets, sinks and other plumbing fixtures work well.
- If the bathroom has no window or skylight, there is a vent or fan to the outside that works properly.
- The bathroom and kitchen floors resist water and are easy to keep clean and sanitary.
- The stove is safe and in good repair.
- All of the sinks, bathtubs and/or showers are supplied with hot (120 degrees F. at any time needed) and cold running water.

### ***Bedrooms***

- You can get to the bathroom or other bedrooms without going through some else's bedroom.

### ***Electric and Water***

- The gas burning water heater is vented to the outside. (It is not in your bathroom or bedroom.)
- All electrical outlets, switches or fixtures operate properly.
- There are no pipes that leak.

### ***General***

- The dwelling is always maintained at a minimum temperature to ensure health and safety.
- The heating system works when the outside temperature is below 60 degrees F.
- There are no insects or rodents in the dwelling.
- There are no poisonous paint or materials used on the walls and ceilings.
- The premises are free from debris and garbage that might breed pests.
- The basement does not flood.
- None of the walls or ceiling leak.

### ***Tenant Related Problems***

- The property is sanitary and free from garbage and rubbish. (Some people feel that cleanliness is just a matter of lifestyle. That is true within limits. You may have the right to live in a mess, but if it causes rodents and pests that hurt other people in the building, then you are infringing on others' rights.)

### ***Damage and Security Deposit***

#### ***Payment***

When you rent, you will probably be required to pay a security or damage deposit with the first month's rent. THE DEPOSIT IS NOT RENT. If you have a written lease, it will generally state what your deposit will cover. Some leases state that the deposit is only for damages done to the unit if it is not left in a clean condition. Other leases may state that the deposit will be used for payments of rent or late payments of your utility bills.

If you do not have a written lease and there is no specific agreement regarding the damage deposit, it is likely that the deposit will be used for cleaning and repairs that exceed normal wear and tear. Any portion of the deposit not used for this should be returned to you.

## Problems

Most problems arise in the area of damages to the apartment or house and in the area of cleanliness of the unit. Generally, when the tenant is moving out of the apartment, he or she should leave it in the same condition as it was when he or she moved in, with **NORMAL WEAR AND TEAR EXCEPTED**. Check your lease to see just what things you should do when you move out. For example, your lease may say you have to shampoo the rug, dry clean the drapes, clean the stove and refrigerator or wash all floors.

If a problem does arise, there is often very little an attorney can do for you if you do not have proof of the condition of your apartment or house when you moved out. To ensure the return of your deposit, follow these tips:

1. Within 72 hours of when you first move in, make a written list of the damages in your house or apartment and note the general condition and cleanliness of the unit. Have both you and your landlord sign and date the list. If your landlord will not sign or cannot inspect the premises with you, have a reliable friend (third party) join you in the inspection and sign in place of the landlord. (The third party can be any adult other than someone you are living with and should not be a member of your immediate family.)
2. Use the prepared “Move-In/Move-Out Checklist” included in this handbook on page 32. Check the condition of everything in your apartment or house — walls, floors, ceilings, appliances, furniture, plumbing, electrical fixtures, the basic structure, etc. Also, look for scratches, bumps, nail holes, number of items per room, number of shelves in the refrigerator, broiler pan, etc. Once this is done, give one copy to your landlord and keep the other copy yourself. If your landlord does not sign the checklist, you may want to get your signature notarized to indicate the date the list was filled out. Make certain that you keep a copy for yourself.

3. If there are any damages to any part of your apartment or house, take a picture of it and put the date on the back along with your signature. Also, have your landlord sign the picture. If you cannot take a picture, make sure that you follow the steps in numbers one and two above very carefully.
4. When you move, leave your apartment or house on time, in a clean condition and in good repair. Try to check out with your landlord so you can make a final inspection together. If your landlord makes any final written notes about the condition of your apartment or house, have her/him make a copy of the notes, with her/his signature and date, for you. If this is not a standard procedure with your landlord, make your own inspection report using the checklist and any photographs you may need. Again, have you and your landlord sign and date the copies or, if your landlord refuses, have a third party accompany you and have her/him sign and date the report. Do not sign any sign-off sheet unless you agree to all remarks, receive a dated copy of the paperwork at that time (so the landlord cannot make changes), and are willing to pay for possibly expensive cleaning and repairs. You are under no obligation to sign anything, but you could still be charged even if you don't sign.
5. Be sure to leave a forwarding address so that your deposit may be refunded.

## Refund of Your Deposit

The first step in getting your deposit back is to ask for it, or better yet, send your landlord a letter. Keep a copy of the letter for yourself. If the check is written for the wrong amount, do not cash the check. Doing this may be taken by the landlord as accepting that amount. If you must cash the check, sign the back with “in partial payment” and beware that this may not insure you getting any more money back.

Under Illinois law, if you live in a building that has five or more units, the landlord must either return your deposit or within 30 days from the date you move out, provide you with an itemized statement of the damage you allegedly caused to the premises. This statement must include the estimated or actual cost for repairing or replacing each item on that statement, attaching paid receipts. If your landlord does not do this within 30 days of your moving out, he or she must return the entire deposit within 45 days of the move out date. If your landlord does not

send your deposit within 45 days of your move-out or has refused to supply the itemized statement, or has supplied such statement in bad faith, you can sue for double the security deposit, as well as for court costs and attorney's fees.

If you are unable to get your deposit back or if you received an amount less than you feel you are entitled to, and you have been unsuccessful getting the rest — SUE. You can file a suit in Small Claims Court without an attorney. See the "Small Claims" section of this handbook on page 29 or, if you are eligible, seek help from Prairie State Legal Services, Inc.

You should be aware that your landlord may counter sue for more damages or for other money owed. If you wait 45 days after you vacate the building, you may be able to argue in court that it is beyond the time allowed by law to charge you anything against your deposit.

### ***Interest on Security Deposit***

Under Illinois Law, your landlord must pay you interest on your security deposit if you rented in a building or complex that has 25 or more units and the landlord has held your deposit for six months or more. The landlord must pay this interest to you annually in cash or in the form of credit towards rent within 30 days after the end of each 12-month rental period. The interest is determined by the rate paid by the largest commercial bank in the state, as measured by total assets, on minimum deposit passbook savings accounts as of December 31st of the year before your lease began. The deposit passbook savings rates as of December 31 (by year) are as follows:

<b>December 31</b>	<b>Interest Rate</b>
2008	0.35%
2007	0.35%
2006	0.55%
2005	0.40%
2004	0.40%
2003	0.30%
2002	0.40%
2001	0.45%
2000	1.73%
1999	1.73%
1998	1.88%
1997	2.50%
1996	2.50%

To find this interest rate as of December 31 of any subsequent year, you may contact the Illinois Department of Financial Professional Regulations, Bureau of Banks and Trust Companies at 217-785-2900 or their website at [www.obre.state.il.us/cbt/cbt.htm](http://www.obre.state.il.us/cbt/cbt.htm) (click link for bank

and trust news announcements at right side, then scroll to January) to determine the interest on security deposits from passbook savings accounts at the largest commercial bank in Illinois. At the time this booklet was written, that was LaSalle Bank National Association in Chicago.

Make sure that your landlord knows of the interest on security deposit law, if it applies to you, before you leave your apartment. You have the right to sue a landlord who willfully fails or refuses to pay the required interest for an amount equal to the security deposit, together with court costs and reasonable attorney's fees.

**Note:** The interest on security deposit law does not apply to public housing or to a renter who is in default under the terms of the lease. Also, landlord requirements for paying interest may be different and the above rates may be higher if you live in a city that has an ordinance imposing higher rates, such as Chicago or Evanston.

### **Other Issues**

#### **Security and Safety**

Many people never stop to think about the safety of their apartment until it is too late. You have a basic right to safety within your home. You can expect your landlord to take some necessary steps to protect the security of your apartment. The types of security devices (locks) which landlords provide differ, but in some areas, certain security devices are required by minimum housing standards. Call the Housing Code Enforcement Department in your city to find out what, if anything, is required in your city.

The best type of lock is a DEAD BOLT LOCK, but it may not be a required lock for your apartment. To determine whether or not a lock is a dead bolt, open the door and then lock it. Try to push the bolt (the

part which projects into the frame of the door) with your hand. If it does not move, the lock is a dead bolt. If it does move, it is





probably some kind of spring latch. Spring latches are the types of locks that can often be opened with a credit card. Dead bolt locks cannot be opened this way. If you feel you need a dead bolt lock to be secure, contact your landlord and request it. Try to get your landlord to agree in writing that he or she will provide you with one. If your landlord refuses, explain why you don't feel your lock is safe. If he or she still refuses, you may consider renting elsewhere or paying for the lock yourself. If you do pay for the lock yourself, ask for the landlord's permission (in writing) to put the lock on before you buy it. She or he does not have to agree to let you install it, and you probably have no right to add a lock without her/his permission. At any rate, the landlord will probably want a key in case of emergencies.

The money you spend on the lock is improving the landlord's property because once the lock is in place it becomes a fixture to the apartment and belongs to her/him. You cannot remove it when you leave. Although this may not be the best solution, it may still be a good idea for you to feel safe and secure.

Generally, when looking at an apartment to rent, you should carefully inspect it to see if there is adequate security. Check the locks on the doors and the lighting in the hallways and stairways as well as the parking areas. Check the windows to see if they have locks that work which prevent them from being lifted from the frame.

Once you are in an apartment, there are some things you can do to protect yourself. You should engrave all your valuables with your name. The police department in your city may do this without charge. If not, scratch it in yourself with a sharp object. This may help insure a return of your valuables if they are stolen. If you go out of town for any length of time, have your mail and/or newspaper held or have a neighbor pick them up. A telephone call is required to hold your newspaper. Go to the post office and fill out a card to hold your mail. You can then pick up your mail at the end of the trip. Ask your neighbor to park her/his car in your driveway or in front of your house so it looks as if someone is home. You may also want to put your lights on a timer to give the place the appearance of activity.

If you are a woman, you should take added precautions to reduce the chances of being a victim of violence. Put only your first initial on your mailbox and in the phone book. Men may also want to put their initials on their mailboxes out of respect for the women. Do not set yourself up for a violent

encounter. You don't have to speak to, open the door for, or have any contact with anyone that you do not trust — even if you are married to that person. If you are a victim of physical abuse or violence, whether rape or domestic abuse, you should call the police immediately. There are various social agencies that can help.

The Illinois Safe Homes Act also allows you to end your lease early if you or any member of your household is a victim of domestic violence or sexual violence provided you give written notice to your landlord 3 days before or after you leave your apartment or house. Domestic violence victims must show there is a credible imminent threat of future harm at the premises. Victims of sexual violence only have to provide evidence such as medical, court, police evidence or a statement from a victim services or a rape crisis agency. You can also request a lock change under similar circumstances.

### **Pets**

More than likely, you will find landlords are not happy with pets in their rented units. Some leases will allow pets, but not very many, and most require "written" consent from the landlord before you bring the pet into your house or apartment. If you wish to keep a pet in your apartment or house, you should make sure your lease states that you can do this. If it does not, try to get a clause that will allow pets. Do not rely on a rule, whether written or oral, allowing pets, because that rule could change. Try to get your landlord to state in the lease itself that you are allowed a pet. You may think a pet clause is a minor part of your lease; however, the landlord has the right to end your lease and evict you if you break it, so make it clear that your pet is allowed. Also, be careful of taking care of someone else's pets, even for a short time.

Some landlords may require an extra damage deposit or may charge a higher rent if you have a pet. If you cannot pay this, look for another place or find another home for your pet.

If you are one who likes a no pet clause because you are sensitive to noise or have allergies, make sure the landlord guarantees in writing to you that the premises will be quiet or that no tenant will be allowed to have pets. If the landlord then does not take action to stop loud noises from neighboring apartments or if your neighbors have pets, then you may be able to

get out of your lease. See the “How To Get Out of Your Lease” section of this handbook on page 26.

### When a Landlord May Enter

Most leases will have clauses that allow the landlord to enter your apartment to examine the conditions of it or to make repairs or to show the apartment to possible new tenants. Try to find a lease that provides for reasonable notice, at least 24 hours ahead of time if there is no emergency. Try also to have the landlord’s entry limited to a reasonable time of the day. If your lease is silent on this or you have an oral lease, then deciding when the landlord may enter is not easy. The general rule probably is that the landlord may enter with reasonable notice during reasonable times of the day except in case of an emergency when he can enter at any time without notice. There is no law defining the terms “reasonable notice” or “reasonable time” so you have little protection under the general rule.

You do have some rights to privacy in your apartment or house. Even if your lease does not have a clause requiring reasonable notice or entry at a reasonable hour, you still have an implied right to privacy. If your landlord frequently comes in to your apartment without notice and at unreasonable hours, you should seek legal help. As a tenant, you are entitled to possession of the premises and your landlord cannot interfere unreasonably with your use and enjoyment of the premises. Therefore, if your landlord is unnecessarily invading your right to possession and privacy, you may take legal action against her/him.

As an alternative to seeking legal advice, or under the advice of an attorney, you may want to send a letter like the following one to encourage your landlord to respect your privacy.

*Dear Landlord:*

*As a tenant of the premises located at (address), I have certain privacy rights. I request that in the future you follow these reasonable rules before entering my home:*

- 1. Call at least 24 hours before you plan on coming over to let me know when you or a repairman will be here. Then, please be on time.*
- 2. If you cannot call 24 hours ahead of time, call as soon as you can before you come over. If at all possible, I will make arrangements to let you in,*



*but do not be upset if it is inconvenient for me to have you in on such short notice.*

- 3. Do not enter my home unless I am home, or I have given you permission on that occasion to enter without my presence, or there is some real emergency that you must inspect.*
- 4. No matter what the circumstances, always knock before you enter and wait for someone to open the door. If you follow these rules, I will welcome you as a guest whenever possible. If you do not follow these rules, I will refuse to allow you to enter.*

*Sincerely,*

*(Your name)*

Although your landlord may not have to follow these rules, stating them clearly may clear up problems in the future. Of course, as with all correspondence with your landlord, keep a copy.

### Your Rights if You Rent a Mobile Home or Lot

People who rent mobile homes and/or lots in Illinois mobile home parks with five or more mobile homes have special rights under the Mobile Home Landlord and Tenant Rights Act. If you are such a person, you have the right to:

- a written lease for at least one year (unless you agree to a shorter term), not just a verbal agreement;
- automatic renewal of your lease unless you give your landlord 30 days’ notice, or your landlord gives you 30 days’ notice stating that you have violated your lease or park rules;
- have all park fees itemized specifically in your lease;

- a five-day grace period each month to pay rent without incurring a late charge, and 60 days' notice of an increase in rent, which can only occur at the end of your lease;
- pay no more than one month's rent as a security deposit;
- an itemized list of damages within 15 days after termination or expiration of the lease;
- yearly interest on your security deposit if your mobile home park contains 25 or more mobile homes;
- terminate the lease on written notice if the park owner fails to substantially comply with the lease or laws, if certain conditions are met;
- organize and participate in meetings of residents and a homeowner's association; and,
- file a lawsuit to enforce all of your rights under the law. The court may award damages or grant and injunction or other relief.

### ***Park Rules***

You must obey all reasonable rules made by the owner or manager of the park regarding the park and your mobile home or lot. The park owner or manager must give you a copy of all rules and regulations before you sign your lease, and must give you 30 days' notice before implementing a new rule.

If you do not follow the rules, the park can evict you from your mobile home or lot. Before the park can file an eviction suit against you, it must give you a written notice of the violation and 24 hours to correct the problem. The park owner or manager must take you to court to evict you, and you have the right to fight your eviction before the judge and/or a jury.

## **Utilities - an Overview**

### **Applying for Services**

When you apply for utility services, the utility company will first decide if you owe that company any money. They can look only at your payment record for the same services as those for which you are applying. This means that if you are applying for electric service, the electric company can only look to see if you have a past due bill to that company for electricity. If you did not pay your water bill or some

other bill, the electric company cannot refuse to give you service for that reason.

If the utility company determines that you failed to pay a past due bill for the same service at your present or some former address, they can refuse to give you services unless you pay your past due bills and/or provide a deposit and/or enter into a deferred payment agreement. See the "Deferred Payment Agreements" section of the handbook on page 21.

### **Utility Deposits**

The utility company can ask for a deposit if you are applying for services and have failed to pay your past due bills. If you are already a customer, during the first 24 months of service, the utility company can require that you pay a deposit if you pay late. If you receive a bill every month, you must pay late four times during a 12-month period before the utility company can require a deposit. If you are billed every two months, you must be late three times in a 12-month period or late two times in a row. If you are billed every three or six months, you must be late only two times in a 12-month period before the utility company can require a deposit. You must pay a deposit, if requested, any time you tamper with the wiring, pipes, meter or any other service equipment. If the company wants to ask for a deposit, they must do it within 45 days after the event that caused them to ask for a deposit.

If you have a question about the amount of your deposit, ask the utility company about it. For gas or electric, it should be 1/6 or less of your estimated



yearly charge and you have to be given at least two billing periods to pay for it. You may also have to pay up to 1/3 of the deposit within 12 days. For water or sewer, it should be 1/3 or less of your estimated yearly charge to be paid within 30 days. They can ask you to pay 1/3 of your deposit within 12 days of their request for a deposit.

Generally, you should get your deposit back with interest after one year or when you stop services so long as you do not owe the company any money and so long as you have not repeatedly paid late or tampered with their service equipment. If you do not receive your deposit back, find out why. If you are still not satisfied, make a complaint. See the “Dispute and Complaint Procedures” section of the handbook on page 24.

### **Electricity and Gas**

Contact the utility company before you move in so that you can have your service connected the day you arrive. You must allow at least one business day for turning on your electricity and gas. You can probably do this by phone rather than by going to their office.

If you smell gas at any time, call the gas company. They will send someone out as soon as possible to identify the problem. If you cannot reach the gas company, call the fire department for emergency shut off.

If you have any questions about who pays for electricity and/or gas, refer to your lease. If the lease requires that the landlord provide and pay for any utilities, then the landlord must do so. If the lease requires that you as the tenant pay for specific utilities, then you must do so. If the lease is silent as to who provides or pays for utilities, then it is the landlord’s responsibility.

Make sure that the responsibility for providing and paying for utilities is in your lease or in writing elsewhere. This will save a lot of trouble once the bills start arriving. If you pay for these utilities, then it is an added expense you must consider with your rent. When

moving to an apartment, you should ask how much these bills usually cost. Think about this when deciding whether or not to rent the apartment.

### **Water**

There are both private and municipal water companies. In larger apartment complexes, generally the landlord will supply water at no extra charge to the tenant. If you have any questions, look at your lease or ask your landlord. If water is not mentioned, be sure to contact your landlord before calling the water company. If the landlord is going to supply you with water, be sure to get it in writing immediately in order to avoid future problems.

If your water bill is high, check for leaky faucets and toilets. Check the valve inside the tank of your toilet to make sure it is not leaking. If repairs are necessary, contact your landlord. If he or she is paying the water bill, you should receive speedy service and a “thank you” for reporting the problem before it costs the landlord more money.

### **Telephone**

Contact the telephone company listed in the yellow pages of your local phone book. Stop by the office or call in advance and they will try to install the phone by the time you move into your new home. They require at least two business days’ notice for installation, but would prefer one week.

There will be a minimum installation charge if the telephone jacks are already in place and you supply the phone. If the equipment is not already in place, the fee will vary depending on the number of phone lines and services requested. If this is your first telephone service, the company will usually require an advance payment of one average monthly bill. If you have had phone service in the past and have paid your bills on time, there is no reason why you would have to pay a deposit. Complain to the supervisor if you feel you are being treated unfairly. If you are required to pay a deposit, you will receive interest on your deposit after one year. The amount of the deposit will depend on your service and credit rating.

When someone moves out and the phone bill is in her/his name, it may be necessary for the person leaving and whoever is going to take over the phone



bill to visit the phone company to make the necessary changes in writing. Make sure the person using the phone is the one being billed for it.

Call forwarding, call waiting, and similar services may cost “only pennies a day,” but can be very expensive over time. Resist the sales pitches of the phone company and get only the phone service you actually need.

## **Utility Problems, Solutions and Other Issues**

### **If Your Landlord Provides Utilities**

If your lease or other agreement with the landlord requires the landlord to pay the water, gas or electric utilities and he or she does not pay the bills, there are things you can do to prevent a shut-off. In this situation, the tenant or a group of tenants served by a common meter may pay for the utility service if non-payment threatens continuation of service. Any amounts that a tenant pays for utilities that the landlord was required to pay may be deducted from the rent due by the tenant or tenants. The landlord cannot evict you for this nor can he raise the rents. In buildings with three or more apartments, the utility company cannot terminate service for the landlord’s non-payment until they deliver a special notice to all the tenants. If the utility company receives payment in full of all past due amounts from the tenants, the utility company must restore service to the tenants.

The utility company must also restore and continue service to any tenant who requests that the utility put the bill in her/his name and establishes satisfactory credit references or pays a security deposit. If the tenant is billed an amount for service to parts of the premises not occupied by the tenant, the landlord is liable to the tenant for those bills.

Also, when tenants in multi-unit buildings receive notice from the utility company that service is going to be shut off because the landlord didn’t pay, the tenants can petition the court for a “receiver” to accept the rents and pay the utilities. An attorney is required for this procedure.

It is against the law for a landlord to rent any unit in which you the tenant must pay for utilities for common areas of the building or for other tenants, unless the landlord gives you certain information. The information must be in writing before the lease is signed or other rental agreement is made. If this happens to you, check with an attorney to see if you got

the proper information. Also, it is against the law for a landlord in a multi-unit building with a master meter to demand that the tenants pay a share of the utilities, unless the landlord tells the tenants in writing how she or she splits utility payments among the tenants.

It is unlawful for a landlord to cause utility service to tenants to be interrupted or terminated by failing to pay bills for which she or he is responsible. The landlord also cannot cause service to be interrupted by tampering with the utility’s equipment or lines. If either happens, the tenant may not be required to pay rent for each month that utility service is interrupted this way. If service was interrupted this way for only part of any month, then the tenant is responsible for only part of that month’s rent. A court could also order the landlord to pay other damages to tenants in this situation, including statutory damages up to \$300 per tenant if the landlord was reckless or willfully disregarded the tenant’s rights.

### **Deferred Payment Agreements**

Generally, if you owe money to a utility company and you are already a customer, that utility company may give you a chance to pay the debt off in installments. That is known as a deferred payment agreement. A utility does not have to give a customer a deferred payment agreement when the customer has failed to make a payment under such a plan during the past 12 months.

If you are applying for new service from the utility company, but owe a past due bill, it is up to the utility company to decide whether to give you a deferred payment agreement. If you are a former customer who has been cut off and you are applying for a winter re-connection, the utility company must offer you a deferred payment agreement, but only if you are otherwise eligible under special rules. See the “Winter Re-connection Rules” section of the handbook on page 23.

Any deferred payment agreement must be in writing and will require that you pay a certain amount of money for a certain number of months. This will be in addition to the regular bill, as it comes due. You will be required to pay up to 1/4 of the amount past due at the time of entering into the agreement. See the sections on “Shutting Off Your Services” and “Winter Re-connection Rules” on pages 22 and 23 for situations where your down-payment on a deferred payment agreement can be smaller. The size and duration of your payments must be determined

after taking into account a number of factors including the size of the debt, your ability to pay, your payment history, the reason for the debt, and any other relevant factors. The maximum duration of the agreement is 12 months, and the minimum is two months for all utilities except electricity and gas where the minimum is four months.

If your financial circumstances change during the period of the agreement, you are allowed to renegotiate the terms and conditions of the agreement, taking into account your new circumstances. You cannot renegotiate if more than 14 days have passed since you missed a payment under the agreement.

If you break a deferred payment agreement by missing a scheduled payment, but your gas or electric services have not been discontinued, you can get your agreement reinstated by paying all past due amounts. You have this right only once during the course of a deferred payment agreement. If any deferred payment agreement is broken and not reinstated, the utility company has the right to terminate your service.

### **Estimated Bills**

Your bill is determined by reading the meter that measures how much energy you have used. All utility companies are required to make an actual meter reading at least every second billing period, unless they have been prevented from doing so. If the utility company is unable to read your meter, the company may leave a card and request that you mark it and mail it in or have you call your reading in. If this is not done, the company will estimate how much you



have used by looking at the past service history of your residence.

When the utility company does get in to read your meter, the estimate is corrected and you could be in for a surprise of a very large bill or a very small bill. Often, however, the estimates turn out to be close to correct. At any rate, you end up paying only for what you use. If you do receive a card, it is to your benefit to read the meter and send the card to the company or call it in to protect yourself from surprises. If you have questions about how to read the meter, the utility company will explain it to you or send you a pamphlet.

### **Late Payment Charges**

Your due date is printed on the bill. If you don't pay by then, you may be billed a late payment charge. You get a grace period of two business days after the due date if you have mailed your payment in. A utility may consider a mailed payment to be late if it is postmarked after the due date printed on the bill.

The due date printed on the bill may not be less than 21 days after the date of postmark on the bill. The amount of the late charge cannot exceed 1.5% per month of the amount past due. Certain customers who receive a monthly benefit or support check which comes after the due date can ask the utility for a deferred payment date.

### **Shutting off Your Services**

A utility company can shut off your utility services for a variety of reasons. If you fail to pay a proper deposit or pay a past due bill, fail to make a payment required by the terms of a deferred payment agreement, deny access to a meter or violate utility rules, then the utility company can shut your service off. However, before they can shut off service, they must give you a proper written notice separate from any bill. This notice must be in a certain form and must be on red paper.

The notice must be delivered to you at least five days before shutting off the service or eight days if the notice is mailed. A shut off notice is effective for two consecutive 20-day periods, provided you get a call from the utility during each period. If the utility does not shut off the service within the two periods, then the utility must issue a new notice before it can do so. This notice also must be in a certain form and must be on red paper.

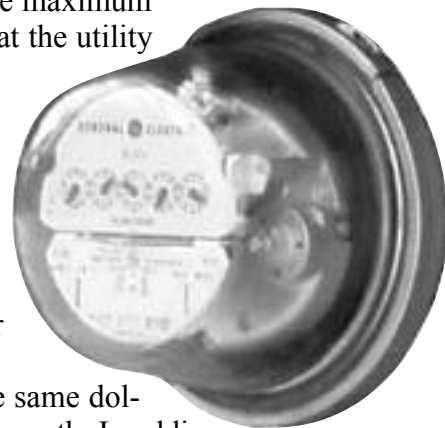
### ***When a shut-off is not allowed***

1. Utility service cannot be shut off lawfully after 2:00 p.m. on any weekday, or at any time on a holiday or weekend unless the utility can reconnect the same day.
2. Utility service cannot be shut off lawfully, or if it is shut off, must be restored if a deferred payment agreement is entered into and followed.
3. Utility service cannot be shut off and, if shut off, must be restored if the reason for the shut-off is being disputed with the utility company or the Illinois Commerce Commission. See the “Dispute and Complaint Procedures” section of the handbook on page 24.
4. If gas or electric service is necessary to heat your residence, shut-off is prohibited on any day when the National Weather Service forecasts, for the area of your residence, that the temperature will be 32 degrees F. or less at anytime during the following 24 hours. Likewise, shut-off is prohibited on any day before a weekend or holiday if the forecast indicates that the temperature will be 32 degrees F. or less during the weekend or holiday.
5. Shut-off is also prohibited for up to 60 days whenever the shut-off will aggravate an existing serious illness of any person living in the residence. To prevent the shut-off, you must have given the utility a valid illness certificate from your doctor or board of health. If there has already been a shut-off, the utility must restore service if it gets the certificate within 14 days of the shut-off. Rules specify what must be stated in the certificate. An illness certificate prohibits shut-off only for 30 days, although the certification can be renewed for another 30 days. You will still have to enter into a Deferred Payment Agreement to retire the unpaid balance. Also, you must pay all current bills as they come due.

An illness certificate must be in writing and contain the name of the ill person, a statement that he or she is a resident of the premise in question, the name, business address and telephone number of the doctor, the nature of the illness and the period of time during which termination will aggravate the illness. The doctor must sign and date the illness certificate.

### ***Winter shut-off rules***

During the winter months, (December 1 through March 31) the electric and gas companies are prohibited from shutting off service necessary to heat the residence unless the utility has first offered the customer a deferred payment agreement and a leveled payment plan. The maximum down payment that the utility can demand for a deferred payment agreement in this situation is 10% of the amount due. In a leveled plan, the customer pays for current service in approximately the same dollar amount every month. In addition, the utility must provide the customer threatened with shut-off with names and numbers of agencies that help people pay their utility bills.



If you receive a winter shut off notice, you have six business days from the date of the notice before the utility company can act. You must move quickly. Talk to the company about it. If you get no results, contact an attorney immediately. Don't wait until your utilities are shut-off. You have more rights before your utilities are shut off. If your utilities have been shut off, you may have to pay the entire charge to be re-connected, unless you qualify for the winter re-connection rules.

### ***Winter Re-connection Rules***

If your utility service has been disconnected for non-payment of a bill or deposit at any time since December 1 of the prior winter, you can get service turned back on between November 1 and April 1 of the current heating season, if you satisfy special winter re-connection rules. If you are a former customer who has an application pending for the Low Income Home Energy Assistance Program (LIHEAP), you can get service turned on as early as October 1, if you qualify. To qualify, you must not have used the special winter re-connection rules the previous year. Also, you must have paid at least 1/3 of all utility services charged since December 1 of the prior winter. You cannot qualify for special winter re-connection if the utility can prove you benefited from any tampering with its equipment.

If you qualify in this way, then the utility company must re-connect your service as soon as possible, provided you enter into a deferred payment agreement with the utility company, pay 1/3 of the amount past due, and pay 1/3 of any required deposit. If you can show the utility company that you cannot afford to pay those amounts, you can get re-connected upon paying 20% of the amount past due and 20% of any required deposit. In these cases, the utility must give you at least four months to pay off the past-due balance and three months to pay the remainder of the deposit.

### **Dispute and Complaint Procedures**

If you question a bill or have a problem with your utility service that is not being resolved, you can call the utility company and ask for a staff person who handles disputes. If the dispute still cannot be resolved, you have the right to have the problem considered and acted on by a utility supervisor. If the dispute still cannot be resolved, you have the right to have the problem reviewed by the Illinois Commerce Commission (ICC), the state agency that regulates public utilities.

The ICC has both an informal and a formal complaint procedure. The first step is an informal complaint to the ICC Consumer Assistance Section. The utility will give you their phone number. That office will investigate the complaint and try to resolve it to the satisfaction of all the parties, but it cannot force an agreement. Municipal utilities are not subject to the ICC rules or their complaint procedures.

If the dispute still has not been resolved, then you can file a formal complaint with the ICC. If you do so, you must follow the ICC Rules of Practice and an

attorney is recommended. There will be a hearing before a hearing examiner who has the power to resolve the dispute by order and whose orders can be reviewed in the courts.

When you do question a bill, a utility company cannot shut off your services for non-payment during the complaint process so long as you:

1. pay the undisputed portion of the bill;
2. pay all future monthly bills by the due date; and,
3. follow in good faith the dispute procedures of the utility company and the ICC.

### **Energy Saving Tips**

With today's prices, it is important that you take a good look at the expense of your utility bills. Heating and cooling your home/apartment is a large portion of energy costs. There are several ways you can reduce the load on your heating or cooling equipment and save money. The following are some heating energy savers:

1. Draft-proof windows and doors. First, test these areas for drafts. One method is to take a lighted candle and move it around the frames and sashes of the window. If the flame flickers, you need some type of weather stripping. For doors, slide a quarter under the door. If it fits and goes through, you need weather stripping to fill the gap. Try caulking or taping with heavy plastic tape where possible. You might also try weather stripping gaps with foam rubber. For windows, you might try putting plastic tightly over the windows with tacks to seal out drafts. If you have a gap at the bottom of the door, fill it in with some type of stripping such as foam rubber, a tube filled with bags, or a rolled up rug.
2. Do not turn the heat on until you have to. Use an extra blanket on cool nights.
3. Lower your thermostat to 65 or 67 degrees F. during the day and lower it to 60 or 62 degrees F. at night. You can save on your fuel costs.
4. Shut the vents in rooms you do not occupy regularly.
5. The best insulation for cool temperatures is simply to dress warmly.





## Cooling Energy Savers

Overcooling is also a problem in the summer with overuse of air conditioning. Try not to use more than you need. The following are preventive tips:

1. Shut off room air conditioners or close vents of rooms you are not occupying.
2. When you use the air conditioning, set your thermostat at 78 degrees, an energy efficient indoor temperature.
3. Do not set your air conditioner at a colder temperature when you first turn it on. This will not cool the room any faster.
4. Set the fan on high except in hot, humid weather. When it's humid, set the fan on a lower speed; you get less cooling, but this will draw more moisture from the air.

## The Low Income Home Energy Assistance Program (LIHEAP)

LIHEAP is a federally funded program that helps eligible low-income households pay for winter energy costs. The program is administered by the Illinois Department of Commerce and Community Affairs (DCCA) and a network of community organizations known as Local Administering Agencies (LAAs). You apply for the benefits at your local LAA.

LIHEAP is not an entitlement program. The funds available are limited, and it is on a first come-first served basis. In any fiscal year, when the money runs out, so do the benefits. In Illinois, LIHEAP starts on November 1st of each year. There is a two-month priority period for seniors and people with disabilities, who can take advantage of the program starting on September 1st. The emergency assistance component of the program also starts on September 1st.

Eligibility guidelines and standards can vary each year. Recently, eligibility has been based on 150% of the federal poverty level. Some of the highlights of the program include:

- The Heating Assistance Component. This component provides a one-time payment. The amount of the payment varies depending on household size, type of fuel, income, and geographic location. If you are a utility customer, the payment goes directly to the utilities and is split between the utility providing the primary source of heat (which gets about 67% of the benefit) and the heat related secondary energy source (which gets



about 33% of the benefit). If you pay rent but not the utilities, the LAA pays the one-time cash payment directly to you (but only if your rental expenses are greater than 30% of your income).

- The Emergency Services Component. The LAA can pay you emergency money after a disconnection from a heat related energy source or a cooling source, if a medical condition requires cooling. If you have a life-threatening medical condition, you can get these funds to prevent a disconnection. The amount of emergency money you can get is the minimal amount necessary to reconnect. These payments cannot be more than \$750 per year per household. To qualify for the emergency money, during the previous 90 day period, you must have made a payment to the primary heat utility of not less than 10% of your household's income or 20% of the total amount owed to both energy utilities. If you have not paid this much during that period, you must immediately pay it in order to qualify for the emergency money. Emergency money must be provided within 48 hours from the time you apply for it and within 18 hours if the energy crisis is life-threatening.
- The Emergency Furnace Repair Component. If you are an eligible homeowner or a landlord of an income-eligible person, you can get a special benefit if your heating system is not operating or if it is unsafe. A simple repair may be all that is needed. A replacement heating system may be necessary if the existing system is unsafe or the repairs are greater than 75% of the cost of a replacement unit.

- The Weatherization Component. This component provides energy-related home repair work. It is designed to lower the amount of energy used by low income households. The work may involve insulating walls and attics, sealing doors and windows, or replacing broken glass. The LAA will give this assistance if the household is income eligible for LIHEAP, contains a member who receives SSI, or has a total income at or below 125% of the poverty level.

### **LIHEAP Appeals**

If your application for LIHEAP assistance is denied or not acted on promptly, you can appeal. The appeal process includes the following levels:

- **The Informal Conference.** The LAA designates a hearing officer to conduct the informal conference, which is designed to make sure that you understand the actions taken or any reason for delay. At the end of the conference, the hearing officer must give you a written decision.
- **The State Review.** If you are not satisfied with that decision, you can request a state review, which is conducted by a DCCA staff person. That person will review your file and must send you a decision in writing within 15 days of your request for review.
- **The Formal Hearing.** If you are not satisfied with the state review, you have 30 days to submit a letter to DCCA requesting a formal hearing, which is conducted by a state hearing officer. The hearing must take place within 30 days of the date of your letter, and a written decision must be made within 10 days of the hearing. If you are not satisfied with the hearing decision, you have 35 days to bring a lawsuit to have that decision reviewed by a judge.



### **Moving Out**

1. Cancel your utilities. This is explained in the “Utilities” section of this handbook on page 19.
2. Leave an address where you can be reached with the post office, utility companies, and your landlord.
3. Clean your apartment. Check the lease and/or additional rules to determine if you must shampoo the carpet, defrost the refrigerator, clean the stove, etc. Don’t try to be nice and leave food in the refrigerator for the next tenant. Your landlord may charge you for cleaning up what you leave behind.
4. Arrange for a time for you and your landlord to check the conditions of the apartment together, if at all possible. Be sure to have the apartment’s condition put in writing before you leave. Use the “Move- In/Move-Out Checklist” in this handbook on page 32. Have it signed and dated by the landlord or some witness, preferably someone uninterested; that is, not a relative or close friend. Take pictures or videotape the apartment if you are worried about getting your damage deposit back or afraid of being held liable for damages to the apartment that you did not cause. Do not sign anything related to cleaning, damages, or repairs needed unless you agree to be charged full price for the work. Be especially wary of landlords or their employees asking you to sign documents that do not say how much the cleaning or repairs will cost.

5. Return all keys to the doors, mailbox, and storage area. This will avoid having money subtracted from your deposit as well as protecting the security and safety of the next tenants who will move into your apartment.

### **Ending the Landlord Tenant Relationship**

#### **How to Get Out of Your Lease**

By law, you must pay rent for the full term of the lease whether or not you continue to live in the apartment. Know how long your lease runs. It may be a six or 12-month lease even though you pay rent every 30 days. If

you do not pay rent as it comes due, then the landlord can sue you, collect the money owed her/him, and evict you.

Except for victims of domestic or sexual violence protected by the Illinois Safe Homes Act (see page 17), there are generally only two ways to break your lease and end your duty to pay rent. One way is to get the landlord to agree to let you out. The other way is to find someone else to take over your lease. When someone else takes over your lease, it is called subletting, assigning or transferring your lease.

### **Consent of the Landlord**

The easiest way for you to get out of your lease is if your landlord agrees. However, your landlord does not have to agree to let you out of your lease. If you do get your landlord to agree to let you out of your lease, get it in writing that he or she agrees to terminate your lease. Otherwise, you could be faced with a lawsuit for non-payment of rent even though he or she told you it was okay. When you rent your apartment, you may want to add a clause in the lease that allows for breaking of the lease upon mutually agreed upon terms.

The exact wording of an agreement by your landlord to let you out of your lease is important to make sure you are completely released from any and all claims against you that your landlord can make. Simply writing “void” on a lease or tearing up your copy isn’t enough because your landlord could always produce a copy of the original, claiming that you ended the lease without her/his consent.

### **Sublet, Assign and Transfer**

If your landlord is reluctant to let you out of your lease, he or she may be more likely to do so if you can offer her/him another person to take over your lease and agree to pay the rent and do any other things the lease requires. This is called subleasing, assigning or transferring. Although there are confusing distinctions between subleasing, assigning, or transferring a lease, for most purposes, these are the rules:

1. You will need your landlord’s permission. Many leases state you cannot sublet (which is just another way to say “subleasing”), assign or transfer your lease without written permission from the landlord. If this is the case, get it in writing. Your landlord does not have to agree to sublet, assign or transfer your lease.

2. Whether it is called a sublease, assignment or transfer, get it in writing. Make sure the agreement is signed and dated by your landlord, yourself, and the new tenant. Be sure you keep a copy of it.
3. You are probably still responsible for the rent. Even though another person has agreed to take over your lease, he may agree to pay less rent than you did. If this is the case, make sure you are aware of it and that you pay the difference between what you originally agreed to pay and what the new tenant is paying.

Even more important, you are probably still liable for the total rent during the term of your original lease if the new tenant does not pay. The landlord can sue either you or the new tenant, whomever the landlord chooses.

As a general rule, be cautious when you choose someone to take over your lease. Some basic tips are:

1. Check the lease to be sure you can sublet, assign or transfer your apartment and get permission, in writing, from your landlord if required. Remember, your landlord does not have to allow you to do this.
2. Try to get someone you know to take the apartment.
3. If you cannot find someone you know to take your apartment, ask your landlord if he or she knows of anyone who would be interested in taking the apartment.
4. If neither you nor your landlord knows of anyone, then put up notices around town in stores, laundromats, etc.
5. Put ads in local newspapers.

When you do sublet, assign or transfer your apartment, make sure to get the agreement in writing when you move out. Be sure to follow the check-out procedures in the “Move-In/Move-Out Checklist” page 32 and “Damage/Security Deposits” sections page 15 of this handbook to make sure you will only be charged for damages done while you were living there. The new tenants would be wise to follow the Move- In/Move-Out procedures for themselves as well.

## Other Possibilities

There are certain times in which you may be able to break your lease without your landlord's consent. If the apartment does not meet with the state and local building codes, housing codes, health requirements, zoning ordinances, etc., a health or safety hazard may exist. In some such cases, the landlord may not legally rent the apartment. If such a situation exists, you should notify the appropriate officials; i.e., health department, code enforcement, etc. Do not move out because of hazardous conditions without first seeing an attorney. Just because there may be a housing code violation is not in itself grounds for breaking a lease. Inspectors are very overworked and do not appreciate being called in to inspect your apartment when your only motive is breaking the lease rather than health and safety.

You may also have a case for moving out if you have tried to sublet, assign or transfer your apartment several times and the landlord has refused to rent to these new tenants for no apparent reason. In such a case, you should be sure to get the names, addresses and phone numbers of every person who was turned down. Again, see an attorney before you move.

## Eviction

Eviction is the way a landlord removes a tenant from the premises after the lease (oral or written) has been properly ended. The violation of any clause in a lease by a tenant may give a landlord a reason to evict a tenant. Examples are: if a tenant fails to pay rent within five days after it is due; if a tenant keeps a pet and there is a no-pet clause or agreement; if a tenant makes too much noise and there is a no-noise clause.

## Notice and Proceedings

The following are the steps a landlord must take in order to legally evict you. **YOU CAN ONLY BE EVICTED BY LEGAL MEANS** as described directly below. If the landlord does not follow this procedure, the eviction is illegal. If you are the victim of an illegal eviction, call an attorney. If the immediate safety of yourself or your property is threatened, call the police.

1. Your landlord must serve you with a written notice stating that he or she wants you out. The notice must state a definite date that you have to leave. It must be dated and it must be signed by the landlord. The notice does not have to be nota-

rized or delivered by a sheriff. However, someone must deliver it in person. Generally, posting the notice on the door or leaving it inside the premises is not proper. There are three different types of notices, depending on the reason for ending the lease:

- a. For non-payment of rent — the landlord must give the tenant at least five days' notice. The notice cannot be served until the day after rent is due. The tenant must pay the rent due within five days after the day he or she receives the notice. If you do not pay within those five days, the lease is ended.
  - b. For any other breach of the lease except specific drug and criminal activity, the landlord must give the tenant at least 10 days' notice, stating why he wants you out.
  - c. Oral lease only — no reason - if you have an oral lease, the landlord may end the lease for no reason with at least one rental period notice. The notice must be given to the tenant on the last day or the first day of the rental period. For example, if you pay your rent monthly and rent is due on the first, your landlord may end your lease at any time by serving you with one month's notice on the day before rent is due or the first of the month. If you pay rent by the week, the landlord need only give you one week's notice.
2. In the case of a five-day notice for non-payment of rent, if you pay all of the rent within the five days, your landlord can take no further action against you and you can stay. If you do not pay the rent within the five days, but offer it to your landlord after the five days, your landlord can take the money and evict you or refuse the money and evict you. If you are being evicted for some other breach of the lease, the landlord does not have to accept any promise or solution; he can evict you unless you have a good defense to the claim that you breached your lease. If you have not left the premises by the time stated in the notice, the landlord must then take you to court. **YOU DO NOT HAVE TO LEAVE THE PREMISES UNTIL YOU HAVE BEEN IN COURT AND A JUDGE TELLS YOU TO LEAVE.**
  3. Your landlord now must file suit against you and you will be served with summons. The sheriff

will give you a summons, which will state the time and date that you will have to go to court for a hearing. By all means go to court. Failure to appear in court will likely result in a default judgment, which means that you will be evicted and owe whatever money the landlord is claiming. If you have moved out by the time of the court hearing, you should go to make sure the amount of money the landlord tells the judge you owe is correct. If you are still in the unit, you can ask for more time to move out. The judge does not have to give you more time, but he or she may give you anywhere from a few days to a week or two to move out.

4. At the court hearing, you will have an opportunity to tell your story. You may show up with or without an attorney. The judge will then decide whether you must vacate the premises. If the



judge decides in favor of the landlord, he or she can order you to be out that same day. This is rare, but legal. UNDER ILLINOIS LAW, IT DOES NOT MATTER IF YOU HAVE CHILDREN, IF YOU ARE PREGNANT, IF YOU ARE SICK, IF IT IS WINTER, OR IF YOU HAVE NO PLACE TO GO. (The judge can order you to move the same day you go to court, although this is rare.) If you fail to leave the premises, the sheriff can, and will, move you and your property out on the front lawn.

It is also possible the judge will allow you to stay on the premises if you can convince him that you did not break the lease. Be prepared to have any receipts, documents or witnesses with you to help convince the judge. This will not help you if you have an oral

lease and you received one rental period notice because the landlord can evict you for no reason at all.

### **Lock-outs and Changing Locks**

Lock-outs, changing locks, utility shut-offs and using force to remove you from the premises are always illegal. Your landlord must give you notice and take you to court in order to evict you. If he or she attempts some type of force to get you to leave, call an attorney or the police.

### **Liability for Rent**

Just because the landlord is trying to evict you does not mean you do not have to pay rent. You are liable for rent for every day you are in the premises. Even after you move out you may be liable for your rental period until a new tenant moves in.

### **Seizure of Property**

In general, your landlord cannot take any of your personal belongings as a means to get you to move out of the premises. However, if you owe your landlord rent, he can seize your property provided that he or she immediately files suit against you, listing all the property he or she has taken. In most cases, the landlord who seizes a tenant's property fails to file suit against the tenant. In this case, the seizure is illegal and the landlord may be liable to the tenant for damages. If you experience this problem, contact an attorney. Likewise, a landlord who seizes property exempt by law, which includes \$4,000 in value in property and other specifically listed exempt property, may be liable for twice the value of the property taken.

### **Retaliatory Eviction**

Your landlord cannot evict you for contacting the housing or building officials or for your demands that the premises meet the housing codes. If you receive an eviction notice, seek legal help to be sure of your rights.

### **Small Claims**

Small Claims Court is a courtroom at the county courthouse where the court hears claims for money in amounts less than \$10,000. The purpose of Small Claims Court is to give people an opportunity to sue

someone or defend themselves without having to be represented by an attorney. Although you may use an attorney in Small Claims Court, you do not have to have one.

Although a broad range of cases can be heard in small claims, some very common ones are suits brought by landlords against tenants for back rent and suits by tenants against landlords for seizing the tenant's property or failing to return a deposit.

It is very easy for anyone, whether a tenant or a landlord, to bring a suit in small claims. The person bringing the suit is the Plaintiff. The person being sued is the Defendant. To file a suit, the Plaintiff must go to the small claims office at the courthouse and ask for a complaint form.

There are filing fees required to bring a small claims suit. If you have limited income and cannot afford to pay the filing fee, ask the Clerk of the Court to give you a Petition to Proceed As A Poor Person. You need to supply financial information on this petition. A Judge will then review it and enter an order that will either allow or reject your petition to file the case without paying filing fees.

On the complaint form, the Plaintiff must put her/his name and address, the name and address of the Defendant, how much money he or she is suing for or the approximate value of any items he or she wants returned, and a brief description of why the Plaintiff is suing. The Plaintiff must then pay a filing fee (depends on how much the Plaintiff is suing for) and a service fee (to have the sheriff give copies of the complaint to the Defendant). The people at the Circuit Clerk's office then set a date and time for the judge to hear the case and send copies of the complaint to the sheriff. The sheriff then gives copies of the complaint to the Defendant along with a summons, telling the Defendant when he or she has to go to court.

At the date and time to appear in court, both the Plaintiff and the Defendant should show up at the Small Claims Courtroom. If the Defendant shows up but the Plaintiff does not, the case is dismissed and the Defendant does not have to pay anything. If the Plaintiff shows up but the Defendant does not, then the Defendant loses (by default — failure to show up) and probably will have to pay whatever the Plaintiff claims the Defendant owes. If neither the Plaintiff nor the Defendant show up, the case is dis-

missed and the Defendant does not have to pay anything.

If both the Plaintiff and Defendant show up, the Plaintiff must explain to the judge why he or she is suing the Defendant. She/He must state exactly how much money is due her/him and must bring any documents or witnesses he or she has to support her/his story. After the Plaintiff (or any other witness for Plaintiff) has testified, the Defendant can "cross-examine" the Plaintiff or other witness.

The Defendant then must explain to the judge why he or she does not owe the Plaintiff what the Plaintiff claims. The Defendant must bring any documents or witnesses he or she has to support her/his story. After the Defendant (or any other witness for Defendant) has testified, the Plaintiff can "cross-examine" the Defendant or other witness.

After this, the judge then decides who wins and gives his or her decision. Usually, if the judge finds the Defendant must pay, the Defendant does not have to pay that day. In fact, if the Defendant refuses to pay, the Plaintiff must take her/him to court again at another time to get the Defendant to pay.

There are a variety of ways to legally collect a judgment, but you should consult an attorney if you are having trouble collecting on a judgment in your favor against the landlord. Some methods to collect a judgment include locating and freezing bank accounts, garnishing wages, and obtaining liens against property. Be aware that if your landlord obtains a judgment against you in Small Claims Court, these and other methods of collection can be used by the landlord to collect from you.

If you have questions about Small Claims Court, contact the small claims office in your county courthouse. If the case is complicated or if you are unsure, see an attorney.

## Where to Get Help

### Important Numbers

Illinois State Bar Association Lawyer Referral Program - 217-525-5297

### Filing a Discrimination Complaint

If you feel that you have been the victim of illegal discrimination, you may file a complaint with either or both the federal or state government. These agencies only deal with illegal discrimination as discussed in the handbook under “Discrimination and Housing” on page 4. At both the federal and state level, you may file your discrimination complaint or charge online or by calling the telephone numbers listed below.

Department of Housing and Urban Development  
800-424-8590  
[www.hud.gov/offices/fheo/index.cfm](http://www.hud.gov/offices/fheo/index.cfm)

Illinois Department of Human Rights  
800-662-3942 or 312-814-4409  
[www.state.il.us/dhr/index.htm](http://www.state.il.us/dhr/index.htm)

There may be a local Human Rights Department or Fair Housing Commission in your city. Check your local phone book.

### Need an Attorney and Can't Afford One?

Prairie State Legal Services, Inc. provides free legal help for people and groups who cannot afford legal fees.

PSLS charges no fees except for court filing costs and litigation costs that are not waived by the court.

PSLS does not handle all types of cases. Below is a list of some of the types of cases that we may handle. Contact your local office for more information.

Landlord-Tenant  
Welfare problems  
Emergency assistance  
Health benefits  
Domestic violence  
Social Security and SSI  
Food Stamps  
Public Housing  
Unemployment Compensation  
Utilities

Medicaid  
Medicare  
Nursing home problems  
Hospital bills  
Racial discrimination  
Utility terminations

### - PSLS Cannot Handle Criminal Cases-

To be eligible for free legal help from Prairie State Legal Services, you must:

-meet certain income standards which are based on family size OR be eligible through our Senior Citizens Project or other special program; and,

-live in one of the following counties:

Boone	Kankakee	Ogle
Bureau	Kendall	Peoria
Carroll	Knox	Putnam
DeKalb	Lake	Rock Island
DuPage	LaSalle	Stark
Fulton	Lee	Stephenson
Grundy	Livingston	Tazewell
Henderson	McDonough	Warren
Henry	McHenry	Whiteside

### How to Reach Prairie State Legal Services

If you want to speak to an attorney about a legal problem or question, call our Telephone Counseling Service at 800-531-7057. Your call will be answered by a Prairie State Staff Attorney. If you want to write to your local office of Prairie State Legal Services, address information is located inside the back cover of this publication.

## Move- In/Move-Out Checklist

\_\_\_\_\_  
Address

\_\_\_\_\_  
Landlord

Date Moved In \_\_\_\_\_

Date Moved Out \_\_\_\_\_

**Condition**      **Condition**  
**at move-in**      **at move-out**

### ENTRY DOORS

\_\_\_\_\_ Locks  
\_\_\_\_\_ Storm doors/screens  
\_\_\_\_\_ Other

NOTES:

### LIVING ROOM

\_\_\_\_\_ Walls/ceiling  
\_\_\_\_\_ Windows/ screens/sills  
\_\_\_\_\_ Floor  
\_\_\_\_\_ Tile/carpeting  
\_\_\_\_\_ Light fixtures  
\_\_\_\_\_ Switches  
\_\_\_\_\_ Woodwork  
\_\_\_\_\_ Curtain rods  
\_\_\_\_\_ Curtains  
\_\_\_\_\_ Closets  
\_\_\_\_\_ Closet doors  
\_\_\_\_\_ Patio/balcony/deck  
\_\_\_\_\_ Door  
\_\_\_\_\_ Railing  
\_\_\_\_\_ Other  
\_\_\_\_\_ Other

NOTES:

### KITCHEN

\_\_\_\_\_ Refrigerator  
\_\_\_\_\_ Ice trays  
\_\_\_\_\_ Shelves  
\_\_\_\_\_ Drawers  
\_\_\_\_\_ Stove  
\_\_\_\_\_ Oven  
\_\_\_\_\_ Racks  
\_\_\_\_\_ Broiler  
\_\_\_\_\_ Broiler pan  
\_\_\_\_\_ Garbage disposal

\_\_\_\_\_ Sink  
\_\_\_\_\_ Faucets  
\_\_\_\_\_ Drain  
\_\_\_\_\_ Counter  
\_\_\_\_\_ Cabinets  
\_\_\_\_\_ Drawers  
\_\_\_\_\_ Doors  
\_\_\_\_\_ Floor  
\_\_\_\_\_ Tile/carpeting  
\_\_\_\_\_ Walls/ceiling  
\_\_\_\_\_ Windows/screens/sills  
\_\_\_\_\_ Curtain rods  
\_\_\_\_\_ Curtains  
\_\_\_\_\_ Hood and fan  
\_\_\_\_\_ Light fixtures  
\_\_\_\_\_ Switches  
\_\_\_\_\_ Other

NOTES:

### HALL/STAIRS

\_\_\_\_\_ Carpet/tile  
\_\_\_\_\_ Walls/ceiling  
\_\_\_\_\_ Closet  
\_\_\_\_\_ Light fixture  
\_\_\_\_\_ Switches  
\_\_\_\_\_ Other

NOTES:

### BATHROOM

\_\_\_\_\_ Walls/ceiling  
\_\_\_\_\_ Floor  
\_\_\_\_\_ Faucets  
\_\_\_\_\_ Carpeting/tile  
\_\_\_\_\_ Sink  
\_\_\_\_\_ Faucets  
\_\_\_\_\_ Drain  
\_\_\_\_\_ Counter  
\_\_\_\_\_ Cabinet  
\_\_\_\_\_ Mirror  
\_\_\_\_\_ Tub  
\_\_\_\_\_ Shower  
\_\_\_\_\_ Faucets  
\_\_\_\_\_ Drain  
\_\_\_\_\_ Porcelain tiles  
\_\_\_\_\_ Toilet  
\_\_\_\_\_ Flush  
\_\_\_\_\_ Windows/screens/sills  
\_\_\_\_\_ Fan  
\_\_\_\_\_ Towel holders





# Local Offices of Prairie State Legal Services

## **BATAVIA**

201 Houston Street, #200  
Phone: 630/232-9415  
Toll Free: 800/942-4612  
TDD: 630/232-9414  
Serving DeKalb, Kane & Kendall Counties

## **BLOOMINGTON**

316 W. Washington  
Phone: 309/827-5021  
Toll Free: 800/874-2536  
TDD: 309/828-3986  
Serving McLean, Livingston  
& eastern Woodford Counties

## **CAROL STREAM**

350 South Schmale Road, #150  
Phone: 630/690-2130  
Toll Free: 800/690-2130  
TDD: 630/690-2308  
Serving DuPage County

## **GALESBURG**

1614 East Knox Street  
Phone: 309/343-2141  
Toll Free: 800/331-0617  
Serving Knox, Warren, Henderson, McDonough &  
Fulton Counties

## **JOLIET (Will County Legal Assistance Program)**

5 West Jefferson Street, Lower Level  
Phone: 815/727-5123  
TDD: 815/723-1718  
Serving Will County in cooperation with Will  
County Legal Assistance Program

## **KANKAKEE**

191 South Chicago Street  
Phone: 815/935-2750  
Toll Free: 800/346-2864  
TDD: 815/935-2764  
Serving Kankakee & Iroquois Counties

## **OTTAWA**

1021 Clinton Street  
Phone: 815/434-5903  
Toll Free: 800/892-7888  
Serving Bureau, Grundy, La Salle, Lee & Putnam  
Counties

## **PEORIA**

331 Fulton Street, #600  
Phone: 309/674-9831  
Toll Free: 800/322-2280  
TDD: 309/674-3811  
Serving Marshall, Peoria, Tazewell, Stark, & western  
Woodford Counties

## **ROCK ISLAND**

208 - 18th Street, #202  
Phone: 309/794-1328  
Toll Free: 800/322-9804  
TDD: 309/794-1302  
Serving Rock Island, Henry, Mercer & Whiteside  
Counties

## **ROCKFORD**

975 North Main Street  
Phone: 815/965-2902  
Toll Free: 800/892-2985  
TDD: 815/965-5114  
Serving Winnebago, Stephenson, Boone, Ogle,  
Carroll & JoDaviess Counties

## **WAUKEGAN/WOODSTOCK**

325 West Washington Street, #100 (Waukegan)  
400 Russel Court (Woodstock)  
Phone: 847/662-6925 (Waukegan)  
Phone: 815/206-5828 (Woodstock)  
Toll Free: 800/942-3940  
TDD: 847/662-4441  
Serving Lake and McHenry Counties

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The information contained in this booklet is accurate at the time of publication. This information is not meant to be legal advice or to replace the advice you should receive from an attorney. There are times when it would be wise to consult a lawyer and other times when it is essential to do so. Always remember, each individual case is unique. If you have additional questions or want legal advice, contact an attorney.

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**[www.pslegal.org](http://www.pslegal.org)**



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