

CONTACT INFORMATION FOR THE COMMISSION:

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NOTICE:

This pamphlet is distributed by the City of Decatur Human Relations Commission Fair Housing Special Committee strictly as a general summarization of the provisions of Illinois state statutes and Decatur City Code, Chapter 28, Unlawful Discrimination, Article 8, Real Estate Transactions, pertaining to fair housing standards. This pamphlet does not contain all the provisions, definitions or limitations contained in the state statutes and actual Code; therefore, complainants must consult with the Human Rights Officer, the Commission, or private counsel to determine whether their claim is actionable under the law or Code.

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LANDLORD-TENANT HANDBOOK

INTRODUCTION

- What are my rights as a tenant?
- What are my rights as a landlord?
- What is a fair lease?
- What are the legal responsibilities of landlords and tenants in rental housing?

This handbook for landlords and tenants is written to answer these and other related questions that are commonly asked by both parties. The information provided is intended to help landlords and tenants avoid problems commonly found in rental housing. This handbook will not attempt to give all of the answers to every conceivable situation that might arise, but hopefully enough general information will be presented to further educate the public in Landlord-Tenant concerns.

This handbook contains beneficial information for both landlords and tenants. For tenants, it provides helpful hints on how to find safe, sanitary and decent housing. For landlords, it provides current information regarding tenant selection procedures and fair housing laws in effect on federal, state and local levels. In essence, the central theme or message of this handbook can be summed up as follows: "In any Landlord/Tenant relationship both parties have rights, responsibilities and obligations to each other as a result of an oral or written agreement made between them."

Finding a Suitable Place to Live

Before any search for housing begins, individuals need to examine their specific housing needs and goals. Some questions involved in any housing search include but are not limited to the following:

- **Do I want to rent a house, duplex, apartment or some other type of rental unit?**
- **Do I need a furnished or unfurnished place?**
- **How many bedrooms do I need?**
- **How much can I realistically afford for rent?**
- **Can I afford to pay for my own utilities if necessary?**

In short, these questions all reflect the idea of planning ahead in anticipation of problems that may arise.

Use the following space to make a list of your housing needs and goals:

Housing Needs and Goals:

Looking for Housing

After a housing needs and goals list is compiled and an individual has decided how much money is available for monthly rent, the housing search can begin. Here are some of the best places to look for housing:

- Classified listings in local newspapers, shopper's guides and other local publications will often list housing for rent. Look under *Apartments* or *Houses for Rent*.
- Look in the telephone directory Yellow Pages under *Apartments*.
- Bulletin boards at colleges, universities, places of employment, stores, laundromats, and other public places sometimes will have notices of housing for rent.
- Public housing may be a source of housing assistance if you are on Public Aid, Social Security, General Assistance, or meet the federal guidelines for eligibility for federally assisted low-income housing. The Decatur Housing Authority (DHA) administers most of the U.S. Department of Housing and Urban Development (HUD) programs in the Decatur area. Interested individuals can submit an application or make an inquiry directly to the DHA office at 1808 E. Locust St. or call 423-7711. The demand for many of the federal housing programs is high and there is a waiting list for most of the programs.
- Social service agencies will offer and provide a limited number of housing services to the community. Immediate housing assistance due to fire, flood or some other emergency can be obtained from the Salvation Army at 429-8050 or the American Red Cross at 428-7758.
- Ask friends, relatives and co-workers about vacancies that they may be aware of in the neighborhoods where they live. Many times housing can be found by word of mouth. Take a drive or walk through neighborhoods that you may be interested in moving into and look for "For Rent" signs on houses or apartments.
- College or university students should check with the Office of Student Services for housing assistance. Sometimes landlords will list available units with student housing.

After locating housing that you are interested in renting, a careful inspection of the premises is necessary.

Property Inspection

Lease/Rental Agreement – If there is a written lease or rental agreement that the landlord wants you to sign, read it very carefully before signing it. Never sign anything that you do not agree with or do not understand. You may want to read the section of this handbook on leases and security deposits before signing a lease or rental agreement.

Neighbors/Neighborhood – Talk to other tenants in the apartment building and the surrounding neighborhood about the reputation of the landlord, the condition and upkeep of the building and the safety of the neighborhood itself. Most of the other tenants will be outspoken about these things.

Convenience – How close is the rental that you are interested in to schools, grocery stores, work, hospitals, clinics, places of worship, public transportation, laundromats, etc.? These may be important considerations if a car is not available.

Utilities – Who is responsible for paying the utilities on the rental unit? If you, the tenant, are responsible, check with the utility companies to find out the average monthly costs. If you are considering an apartment, talk with the other tenants about their average monthly costs for utilities.

Responsibilities – If you are renting with roommates, make all rental arrangements together and insure that all names are included on the lease. Utilities and other responsibilities will also have to be agreed upon.

Working Order – Make sure that everything in the apartment you are renting is in good working order. Check the stove and refrigerator, if provided, to make sure that they work. Turn on the water taps, flush the toilet, make sure there is hot water, and check to see if the furnace and air conditioner work. Make sure you make up a written list of any problems that need to be corrected by the landlord. Get a deadline commitment from the landlord to make the repair. Get it in writing.

Rental Structure – Check the structure of the rental unit. Look at the baseboards, windows and radiators for signs of air leaks, which may be signs of poor insulation. Look for signs of water damage from leaky roofs and pipes. Check the cabinets, cupboards and kitchen area for signs of roaches, rodents or other pests.

Building Exterior – Check the exterior of the building, the security and lighting, the parking area, the lawn and bushes, and the general

condition of the exterior. If these are well maintained, it is a good sign that the landlord is conscientious.

Property Upkeep – Clarify who is responsible for things such as snow removal, lawn care, pest extermination, and trash removal. It is a good idea to get these commitments in writing.

Written Agreement – Once you have decided to move into the apartment or house, insure that all terms and conditions of the lease agreement are in writing. Oral agreements can be forgotten and are sometimes difficult to enforce. Getting the agreement in writing will clearly spell out what your responsibilities are and how much it will cost you.

Important Reminders

To reiterate, here are some important reminders to consider once you have made the decision to move into a new place to live.

1. Make sure that your monthly rent and utilities are affordable. Do not rent a place that is so expensive that you will have difficulty keeping up with the monthly bills.
2. Get all agreements and promises in writing.
3. Do not sign anything unless you fully understand what you are signing, you agree with all the conditions in the document and you have made a full commitment to rent the property.
4. Make sure that you get a receipt for any money that is paid to the landlord. The receipt should state the amount and what was paid, such as security deposit or first month's rent.
5. Do not put any money down on a rental unit unless you are very sure you want to rent it. If you put down money for rent or a deposit and the next day you change your mind about wanting to rent the place, the landlord may not want to refund all of your money. To prevent this possibility from occurring, obtain a written agreement from the landlord on a refund policy.
6. Make sure that you know and trust the other persons with whom you will be living before entering into a roommate agreement. If all of your names are listed in the lease, each one of you will be held liable for all rent, utilities, and/or damages owed. If the landlord took the property off the market, he may not have to return any of the rent paid. If your roommate leaves or otherwise does not pay their share, the landlord can make you pay the full amount.

Get EVERYTHING in Writing!!!

When making an agreement with a landlord to rent a property, a good rule of thumb is to always get everything in writing. Many times tenants will make an oral agreement with a landlord obtaining certain promises from the landlord to perform repairs before they are to move into a rental unit. However, when they actually move in to the rental unit, the promised repairs have not been made or don't get made. Without a written agreement, it will be difficult to enforce any of the agreements made unless both parties are willing to live up to their promises. An oral agreement can be unclear or confusing. Sometimes, they can be forgotten altogether. If a dispute arises between a landlord and tenant, without a written agreement it will be the word of one against the other which usually results in a finding that there was no agreement.

A written agreement clearly outlines the responsibilities of both parties. A written agreement does not have to be a long and complicated legal document. It can be as simple as a statement that reads, "Joe Jones (tenant) agrees to pay John Smith (landlord), \$200.00 per month payable on the first of the month for a one bedroom apartment at 100 N. Main St. The landlord will pay for water and garbage pickup. The tenant will be responsible for gas and electricity." Both parties should sign and date the agreement. If the landlord agrees to make certain repairs before you move in, write down the needed repairs at the bottom of the lease or rental agreement. For example, if the landlord promises to repaint the kitchen and fix a broken screen door before you move in, write this at the bottom of the lease or rental agreement. Both the landlord and tenant should initial it.

If you sign a lease or rental agreement, always make sure that you get a copy of it after you have signed it. Some tenants have found that when expecting a copy of the lease in the mail, it has either disappeared or has been altered from the original version that was signed. If you sign a lease or rental agreement, get a copy of it then and there. This is not an unreasonable request and it may protect you later. Most landlords will agree to this willingly.

Advantages and Disadvantages of a Written Lease

In the State of Illinois, a lease is a legally binding contract between a landlord and a tenant. A lease usually spells out clearly the responsibilities of the Landlord-Tenant relationship. Sometimes, however, leases are written in legal terms that may not be clear to everyone. Once again, a good rule of thumb is not to sign anything that you do not understand. A lease is legally binding and care should be exercised when signing one. A lease generally asks that you make a commitment for a certain length of stay. Most residential leases are six or twelve months in duration, but they can be shorter or longer depending upon the terms of the agreement made by both parties. Tenants should know that leases can be negotiated and do not have to favor one side or the other.

Advantages of a Written Lease

The main advantage of a lease for a tenant is that the tenant is guaranteed a specific length of stay for a specific amount of monthly rent. As long as the tenant is paying the rent and living up to the other lease provisions, the landlord must honor the duration of the lease. In other words, the landlord cannot evict you until the lease term is up, as long as your rent is paid and you do not violate the terms of the lease agreement.

Another major advantage of a lease is that the landlord cannot raise your rent while the lease is still in effect. If the lease states that you are to pay \$300.00 per month for the next twelve months, then that agreement must be honored by both parties.

The landlord can only seek a rent increase when:

- (a) The lease has expired; or
- (b) A change in the terms of the lease has been negotiated with you.

A lease more clearly shows the responsibilities of the landlord and tenant to one another. Both parties are in a legal contract with each other and are obligated to each other according to the terms of the lease. For instance, if the lease states that the landlord will supply a refrigerator as a part of the rental benefits and it stops working, the landlord will be required to repair or replace it.

Disadvantages of a Written Lease

The major disadvantage of a lease is that it eliminates the flexibility that you would have with a month-to-month rental agreement because with a lease you will be locking yourself into a time commitment for the duration of the lease. It also financially obligates you to the entire payment stipulated under the lease and it is legally binding in a court of law. If you sign a one-year lease and decide you would like to move out after six months, the landlord may hold you responsible for the entire lease term. He may release you from the lease if he obtains another tenant or allows you to sublease the rental unit. Of course a lease can be broken with the mutual consent of both parties. If at anytime you and the landlord decide to cancel the lease, the date of cancellation should be written at the bottom of the lease and initialed by both parties.

Another disadvantage to a lease is that sometimes it can be written so that the landlord benefits from it more than the tenant. Since the landlord usually draws up the lease, the tenant should be aware of any unfair provisions that would negate their rights. An example of an unfair provision would be a clause in the lease reading:

“In the event of an eviction or legal dispute between the landlord and tenant, the tenant will be held responsible for all court costs, legal fees, and attorney’s fees. The tenant also waives the right to legal representation.”

If you see any clause such as this in a lease, ask the landlord to delete it. State law takes precedence over lease provisions that conflict with the law. Remember that a lease can always be negotiated. If a landlord offers you a “take it or leave it” lease with unfair provisions, you should think twice about renting from such a landlord.

Essentials of a Written Lease

Once you have made the decision to sign a lease, you will be legally bound to all of its terms and conditions for the entire contract period. You should be aware that there is no grace period to change your mind after you sign a lease. Make sure that the lease contains only those provisions and terms that you agree to.

To change a lease, both the landlord and tenant should draw a line through the desired section to be deleted and both should initial the section. Any additions should be written into the lease and signed by both parties. Make sure that both copies of the lease are identical.

- Make sure that the lease begins and ends when you want it to. Make sure the starting day of the lease is when you want. It will be the day when rent comes due. Make sure the lease terminates when you want it to. If you know that you must move out in May, do not sign a lease that terminates in July. You will still be liable for rent for the duration of the lease.
- If you are a pet owner, make sure that the lease states that you have the right to keep your pet on the premises.
- Make sure that the lease contains no hidden or outrageous late fees.
- If you desire the right to sublet, make sure that the lease clearly states that you have that right.
- Make sure that the lease does not absolve the landlord from legal responsibilities related to structural repairs or keeping the rental unit up to date with local building codes.
- Make sure that the name of the landlord and the names of all of the tenants are written in the lease.
- A full description of the property leased along with the address should be clearly stated in the lease. This should include the street address as well as the apartment number and other relevant information to clarify exactly what you are renting, such as a two-bedroom apartment with free off-street parking.

- The amount of monthly rent as well as the terms of how it is to be paid should be stated in the lease.
- Make sure that the amount of security or damage deposit is stated in the lease as well as the conditions for its return after the tenant moves out.
- Make sure that the responsibility for utilities is stated in the lease. An example of this would be if the lease states that the tenant will be responsible for all utility payments except gas and water, which would be paid by the landlord.

Rental Agreements, Oral Leases & Holding Over

Holding over refers to a situation where a lease expires and the tenant is still living in a rental unit. Unless the lease states that the tenant must vacate at the end of the lease term or the tenant has received a thirty-day notice to move out, the lease automatically reverts to a month-to-month rental agreement. When a tenant is living in a housing unit without a written agreement or lease, under Illinois law, you have an oral agreement or lease with your landlord. These agreements operate on a month-to-month basis and begin on the first day rent is paid and it renews itself every month as rent is paid. Sometimes this arrangement is called the “30-day-pay-as-you-go” plan. As long as the rent is paid, you have the right to live in the rental unit, unless one or both parties serve proper notice to terminate the rental agreement. If you pay rent on the first day of the month and desire to move out before the first of the next month, you must give the landlord a full rental period notice before moving. If you fail to give proper written notice or fail to give the landlord at least 30 days notice, you can be held liable for another month’s rent.

Another disadvantage of renting without a lease is that the landlord has the right to terminate the tenancy without cause, provided a thirty-day notice is given to the tenant. He does not have to give you a reason for wanting you out, but he must serve you with a 30-day notice on or before your last rent payment day. He can give you this notice in person or by mail and you have until the end of the rental period to move out. Even if the landlord serves you with a proper notice, you are still obligated to the last month’s rent.

Renting without a written lease also leaves you vulnerable to a rent increase by the landlord. He must give you a 30-day notice of rent increase. For instance, if you are paying \$225 per month for rent and the landlord wants to raise the rent to \$250 per month on April 1, he must serve you notice of this intention on or before March 1. At that point, you can decide to pay the rent increase or give your landlord proper written notice that you are moving out by the end of the month if you choose not to pay the rent increase. Without a lease, you are vulnerable to a rent increase at any time and there is nothing that you can do about it if the landlord serves you with proper notice.

Protecting Your Deposit

When you give your landlord money for a deposit, always make sure that you receive a receipt for the money paid. Make sure that the amount of the deposit paid is written into your rental agreement or lease.

Within three days of moving into your new home, it is a good idea to compile a thorough list of all problems and pre-existing conditions in every room. You should give or send this list to the landlord so you will not be charged with these damages whenever you move out. Always keep a copy of the list of problems for yourself and make sure that the list is signed and dated. An example of a typical housing or apartment unit condition inventory worksheet is located in this handbook. While completing this inventory, it is also a good idea for both the landlord and tenant to walk through the apartment or house sometime soon after move-in to look at the pre-existing conditions and damages together. Remember, if the landlord is unwilling to complete the inventory sheet with you, have a witness complete the inventory with you. It is also a very good idea to take pictures or video of any problems with the home at that time.

Purpose of the Security Deposit

When you rent a house or apartment, you will usually be required to pay an amount of money for a security deposit. This money will be held by the landlord until you move out to make sure you have paid all your rent, paid for any property damage, and paid other charges such as late fees and utility bills.

If you live in a mobile home park containing five or more rental mobile homes, the law limits the amount of the security deposit to only one month's rent. There are also limits on the amount of a security deposit in public housing. Otherwise, the law does not limit the amount of a security deposit. The deposit amount is most often equal to one-month's rent.

The landlord is not required to use the deposit to pay your rent if you fall behind. Even if the landlord is holding one-month's rent as a deposit, you can still be evicted if you miss your monthly rent payment. If you are evicted for not paying your rent, the landlord can deduct any rent you owe from the deposit after you have moved out.

In order to protect the money you pay to a landlord for a security deposit, it is important for you to get a written receipt to show that you paid the security deposit. Keep the receipt in a safe place – if a dispute comes up later, you will need to be able to prove how much you paid.

Return of the Security Deposit

When you move out of the house or apartment, you have the right to the return of the security deposit. The landlord may deduct for any rent due or for costs of damages that were caused by you, your family, or your guests. Damages that were caused by normal wear and tear generally cannot be taken out of the deposit. You should leave the residence in the same, or better, condition than when you moved in.

When you are ready to move out of a rental unit, make sure that you have fulfilled all of your lease or rental requirements. This is necessary to get a full refund of your security deposit. The following hints may help you in moving out and getting your deposit back:

- Before you move out, make sure that you clean the housing unit completely. The unit should be as clean as or better than when you first moved in. If you do not clean it thoroughly, the landlord may charge you for cleaning it. If you receive the apartment in good, clean condition, you should leave it as such. Remove all of your personal belongings and furniture when you move out. If you leave behind trash or old furniture, the landlord could charge you to have it hauled away.
- Cancel all of the utilities that are in your name. If you fail to do this, you may be paying for utility services for the next tenant.
- Leave the landlord a new address where your security deposit refund should be sent. Also put in a change of address with the post office.
- Make a list of any problems in the apartment. Take a few photographs of the unit just before you move out so that you will have documentation and evidence of the condition in which you left the housing unit.
- If possible, it would be a good idea for you and the landlord to walk through the rental unit together and compile a list of any damages or charges for which you may be responsible.
- Return all of the keys immediately to the landlord after you move out. If you do not, the landlord could keep any deposit paid and charge you for changing the locks.

- Move out on time. Staying over can cost you money and you could be inconveniencing another tenant who desires to move in after you.

If you do not owe the landlord any money and you do not receive your deposit back within thirty days after you move out, you should send a written demand letter by certified mail requesting the return of the deposit. If the landlord does not return your deposit or provide you with a statement as to charges you owe, you may then file a small claims court case in the county where the house or apartment is located, or where the landlord lives. At a court hearing a judge will decide how much of the security deposit you are entitled to receive from the landlord.

Special Rules for Apartment Complexes with Five or More Apartments

If you live in a complex with five or more apartments, your landlord must send you an itemized list of deductions from your deposit. The list must be sent within thirty days of the date you move out. If the amount deducted on the list is less than the total deposit you paid, the landlord should send you the amount remaining. You are required to leave the landlord your new address. If the landlord does not give you the list within thirty days, the landlord will not be allowed to charge you for property damages although the landlord may still charge you for unpaid rent or other charges. If the landlord does not refund your deposit or send you a statement within 45 days after you move out, and the landlord has acted in bad faith, the landlord may be liable for double the deposit plus reasonable attorney fees in a court case. However, if the apartment complex has four or less apartments, these rules do not apply and the general rules apply.

Interest on Security Deposits

If you live in a complex with more than 24 apartments, which is not public housing, you have the right to receive interest on your security deposit if the landlord holds the deposit for more than six months. The interest is payable within 30 days after the end of each 12-month lease period. The interest rate varies and is based on the rate paid by the largest bank in Illinois on passbook savings accounts.

If the interest is not paid as required by law, the landlord may be liable for the amount of the entire deposit plus court costs and reasonable attorney fees in a court case.

Problems with Security Deposits

At times, a tenant may have difficulty in getting back all or part of a security deposit. A landlord may attempt to charge you for damages that you do not believe you owe or the landlord may want to charge you a fee for cleaning the apartment when you believe that you did a thorough job of cleaning it before you moved out. The landlord cannot charge you for maintenance costs that are his responsibility or for normal wear and tear on a rental unit. For example, when you move out the landlord cannot charge you to paint the interior walls of the apartment because you lived there for five years and the apartment simply needs painting. If you did damages to the walls such as defacing or destruction, then he could charge you. A carpet that is 25 years old and needs replaced cannot be charged to you because it is worn out through normal usage. This would be considered normal wear and tear. If the landlord is trying to charge you with something that you feel is unfair, you have the right to contest the charge. The tenant is entitled to an itemized list of charges for anything the landlord deducts from the security deposit for alleged damages. If you see something on the list that you do not believe is your responsibility, send the landlord a letter stating why you are not responsible for the charge. You should also attach any evidence to support your claim. If the landlord refuses to negotiate or return your money, you then have the right to file a small claims lawsuit at the circuit court in the county building.

If the landlord has not sent you an itemized list of damages and the cost of repairs or returned your security deposit within 30 days, write the landlord a letter reminding him that your deposit has not been returned. The contents of your letter should include the following information:

- The day, date, and time that you moved out.
- The amount of the security deposit; and
- Your new forwarding address.

Before you send the letter by certified mail with return receipt, it is extremely important that you make copies in order to document all efforts made to get back your security deposit. If you do not hear from the landlord within a reasonable amount of time, you may then proceed with filing a small claims case to get back your deposit.

Eviction Procedures

Under Illinois law, before a landlord can evict you, he must serve you with proper written notice. This written notice must be signed and dated by the landlord and either given to you personally or sent by mail. The notice does not have to be served by the sheriff. Depending on the reason for the notice, the notice must in 5, 10, or 30-day format. An explanation of the different notices follows:

Five-day Notice – A landlord usually gives these to a tenant when rent is late or not fully paid. A landlord can serve a five-day notice anytime after the rent is considered past due. Most landlords will grant a grace period of 3-10 days before they will serve a tenant with a five-day notice. The five-day notice does not mean that you will have to move out in five days, but states that rent is due to the landlord. If you pay the rent that you owe within the five days, then the landlord cannot evict you. If you cannot pay the rent or negotiate an agreement with the landlord, then the landlord has the right to begin eviction procedures by filing a lawsuit against you with the circuit court. In Macon County, the standard practice is that you will have to move eight days after your first court appearance. Other counties have different practices for time allowed to move. The landlord can sue for the amount of the back rent owed and for possession of the apartment. The landlord must file in the circuit court in the county building. You will then be served a summons to go to court by the sheriff's office or by certified mail. The summons will contain the time and date of your court appearance. You must appear in court on the day and time specified on the summons in order to provide any defense on your behalf or to contest the amount charged, if you believe it is more than you actually owe. If you do not show up for the court date, you will lose automatically and a judgment will be awarded to the landlord. As a result of the judgment entered against you, you must vacate the premises by the date given by the judge. In Macon County, that most often is the next day. Even if you appear in court, unless you can pay your back rent, the judge will rule in favor of the landlord and you will be given a minimum of eight days to vacate the premises.

Ten-day Notice – This is usually given in instances when the landlord believes that you have violated some clause or provision of your lease or rental agreement. For instance, if clause number 7 in your lease says “No Pets”, and you decided to bring a large dog with you, then the landlord could serve you with a ten-day notice for breaking clause number 7 in your lease. If you sign a lease that rents an apartment exclusively to you, then you decide to allow a roommate to move in with you without the landlord’s permission, the landlord would have the right to serve you with a ten-day notice for breach of lease, since the agreement stipulated renting the unit exclusively to you. You then could seek to remedy the situation by getting rid of the dog or roommate, but since you violated the lease, the landlord could still want you to leave. If you do not voluntarily leave after receiving the ten-day notice, the landlord could then file a lawsuit against you in circuit court to evict you for breach of the lease. If you believe that you have not violated the lease, send your landlord a letter explaining why the lease agreement was not broken. Keep a copy for yourself for documentation purposes. If no mutual agreement can be reached, you can allow the landlord to take you to court and present your defense to a judge at a hearing. Remember, an eviction in the State of Illinois is a court process. You have the right to your day in court.

Thirty-day Notice – A thirty-day notice can be served to a tenant by a landlord at any time when the landlord chooses to end the landlord-tenant relationship provided that you do not have a rental lease that guarantees a certain length of stay. If you have a month-to-month rental agreement whether it is written or oral, you must move out if you are served with a proper thirty-day notice. The landlord does not need to give you a reason for ending tenancy. The notice must be served to you on or before your last rent day giving you a full rental period to find new housing. If the landlord wants you out by March 31, he must serve you the thirty-day notice on or before March 1. If you are served proper notice and you stay past the thirty days, the landlord can then take you to court to have you removed.

Retaliatory Evictions

Under Chapter 765, Section 720/1 of the Illinois Compiled Statutes, it is against the law for a landlord to evict you or refuse to renew your

lease because you have made a valid complaint to a government agency over building code, health, or other violations.

Constructive Evictions

A constructive eviction is the term given to describe a situation where the living quarters of a tenant are disturbed enough by a landlord that it makes the living unit uninhabitable. An example of this would be a rental unit that has become uninhabitable by a serious housing code violation that has not been remedied by the landlord or a situation where a fire has made a rental unit unfit to live in until structural repairs are made. In such a situation, the tenant could seek a termination of lease or other legal remedies for overpayment of rent. The tenant may be under no further legal financial obligation to the landlord if the tenant must vacate because of the condition of the unit. It is important to remember that this applies only to very serious conditions that render a unit unlivable and not to minor repair needs in a rental unit.

Utilities and Services

Electric and Gas – Ameren IP is the local gas and electric company. If you need electric or gas hook –up or information on rates and services, call toll free at 1-800-755-5000.

Water – The City of Decatur provides water service. If you need water services, you must go to the second floor of the Decatur Civic Center, #1 Gary K. Anderson Plaza, Decatur, IL, 62523, and sign up for the utility. You should have your landlord call the water department at 424-2841 and tell them that you will be coming to the office to sign up for service.

Telephone – There are a number of providers for local and long distance telephone service. Consult the telephone directory for a list of companies that provide these services.

Trash Collection – In Decatur, all garbage collection must be billed to the landlord of a property. Whether or not your landlord requires you to reimburse him for the amount he is charged by the garbage service would be a matter that should be specifically spelled out in your written lease.

Maintenance and Repairs

When you move into a rental unit, it is a good idea to determine who is responsible for repairing and maintaining the unit. As a rule, the landlord has certain implied responsibilities whether these are written into the lease or not. These responsibilities include but are not limited to maintaining the rental unit in accordance with local housing code and public health ordinances; making structural repairs; and performing routine maintenance.

If you have a problem with something in your rental unit, you should contact your landlord immediately by telephone and report the problem, then follow-up with a signed and dated letter describing the problem in detail. Signed and dated letters will document the problem for future reference. Always keep a copy of the letter for yourself. A well-meaning landlord is less likely to forget about a problem if he has it in writing. After the landlord receives your letter, give him a reasonable amount of time to respond to the problem. A furnace that goes out in the dead of winter when it is below zero outside will require more prompt attention than a crack in your bathroom mirror. Good common sense will help you to prioritize the problems in order of importance.

After numerous attempts to notify the landlord in writing (regarding the problems in the unit) have failed, there are several options a tenant can pursue in an attempt to remedy the situation. If you have a written lease with your landlord, the landlord could be in a breach of his own lease in providing certain services to you. For instance, if your lease states that the landlord provides a refrigerator as part of your rent and the refrigerator stops working, the landlord is responsible for its repair because it is stipulated in the lease. You could then do any of the following:

1. Negotiate with the landlord for a rent reduction due to the inconvenience caused by not having a refrigerator;* or
2. Negotiate to have it repaired yourself with the cost deducted from your rent.*

* If you and the landlord reach such an agreement, make sure to get it in writing.

When the landlord's property is not in compliance with local fire, public health or housing codes, and the landlord refuses to remedy these violations, you have a right to file a complaint with the City of Decatur Neighborhood Standards Division. The number to call is 424-2783. They will send out a housing and building code inspector and the City will give the landlord notice of any violations. The landlord will then be given time to take care of the problems.

Other remedies open to a tenant might include legal procedures such as filing a lawsuit against the landlord and withholding rent in an escrow account until repairs are completed. These remedies should not be exercised without first consulting an attorney. If you withhold rent to force the landlord to make repairs without legal protection, the landlord might try to evict you for nonpayment of rent.

Does my landlord have to make repairs? Your landlord has a legal obligation to keep your home in a safe and healthy condition. In all leases, whether written or oral, the Illinois courts will find a promise from the landlord that the property will be kept in livable condition. This promise is called a "warrant of habitability."

Generally, the unit you are renting should meet housing code standards. Your home should at least have a furnace, a water heater, water and sewer lines or a septic tank, no leaks in the roof, a solid structure, and no bugs, rats or mice. If your landlord fails to provide you with livable conditions, you can file a lawsuit against the landlord and ask the court to order the landlord to make certain repairs. You should seek the assistance of a lawyer in this type of case. (See the section on "Finding a Lawyer" on page 26.)

Can I make the repairs myself and deduct the cost from the rent?

The general rule is that there is no right for a tenant to repair and deduct under Illinois law. There is one exception to this rule, the Residential Tenant's Right to Repair Act. The right to repair under this Act is not general but has specific requirements which must be followed as well as certain limitations.

To qualify, *all* of the following must happen:

- The repair must be required under the lease or under law, such as a housing code violation;

- The cost of the repair must be no more than \$500 or half a month's rent, whichever is lower;
- A written request for the repair must be sent to the landlord by registered or certified mail; and
- The landlord must be allowed 14 days to make the repairs himself.

If the repairs are not made within the 14 days, the tenant can hire a workman to make the repair. The workman cannot be related to the tenant. The paid bill must then be given to the landlord with said bill including the name, phone number and address of the workman.

The Act does not apply to condominiums, public housing, not-for-profit housing, non-residential tenancies, owner-occupied housing with less than 6 units, or mobile homes. Also, the Act does not apply if the damage was purposefully or negligently caused by the tenant, his family or his guests.

If you do not qualify under this law and you deduct a repair cost for rent, you may be faced with an eviction suit for non-payment of rent. You should try other methods to get the repairs done.

If you have no other option and decide to repair and deduct, make sure that you made a request to repair in writing and that you kept receipts for all repairs done. Note that you could still be evicted even if the judge agrees that the repairs were necessary.

Can I reduce my rent because of serious repair problems? If problems are so bad that you cannot use certain parts of your house or apartment, you might be entitled to a rent reduction or some payment for the improvements. For example, bad leaks may make certain rooms unusable. You should suggest some type of rent reduction to your landlord. If your landlord refuses, it may be possible for you to get a reduction or refund. You should see a lawyer for this type of action.

If the landlord tries to evict you for nonpayment of rent, the judge might give you some rent reduction if the problems are severe and the landlord was aware of the problem and the lease is for month-to-month. Note that as long as you owe some money, a rent deduction will not stop the eviction itself.

If your landlord does agree to a rent reduction or refund, make sure to get the agreement *in writing* with the landlord's signature.

Can I break my lease because the landlord has refused to make repairs? If the landlord refuses to fix serious problems at your apartment or home, and living conditions become unbearable, you might be entitled to break your lease and move out. If the landlord tries to sue you for breaking the lease, you may be able to argue that you were "constructively evicted". To prove "constructive eviction" you would have to prove that: there were serious problems in your home; you asked the landlord, orally *and* in writing, to fix the problems; the landlord failed to make the repairs; and you moved out *soon* afterwards because of the bad conditions and the landlord's failure to repair.

It is best to write the landlord (always keep a copy of letters you send) pointing out the specific problems, giving the landlord a reasonable amount of time to fix them, and stating that if they are not fixed you are going to move out. Please note that the problems must be serious in order to justify moving. Ultimately, it is up to the judge to decide if the conditions were bad enough to justify breaking the lease.

What can I do if my landlord will not make repairs? Read Your Lease: The first thing you should do is review your lease and all other documents you have signed or have been given by your landlord. Often these documents will give you instructions on handling repair problems.

Notify Your Landlord: As soon as you discover a problem with your house or apartment, you should report it to your landlord. If the landlord does not respond promptly, you should send a letter to your landlord summarizing your attempts to get the landlord to make repairs, the dates you complained and the repairs you requested. You should send this letter by certified mail, return receipt requested, and by regular mail (in case your landlord refuses the certified mail). The letter will show your landlord that you are serious, and it will be evidence that the landlord had notice of the conditions. This kind of letter often results in the repairs being made.

Filing a Complaint: If your landlord will not make the repairs, and you believe the problem is a housing code violation, file a complaint with the City of Decatur Neighborhood Standards Division. The number to call is 424-2783. *Be warned* that if the problems are severe

and the landlord does not make the repairs, the home may be condemned and you would have to move.

Pay Your Rent: If anyone tells you that you do not have to pay rent, they are wrong. You can be evicted for non-payment of rent even if the landlord has not made repairs. You do not have a right to withhold rent because your landlord has not made repairs. You should pay your full rent while you try to resolve your dispute with your landlord. If you pay all your rent, you are in a much better position to complain to the court about poor housing conditions.

Finding a Lawyer

Many people are reluctant to take their problems to an attorney but sometimes it may be necessary to seek legal counsel or representation in certain kinds of landlord/tenant disputes. Not all lawyers are specialists in the areas of landlord/tenant laws or rights, so it would be wise to ask friends, relatives, and associates if they know of a competent lawyer.

In addition to asking friends, relatives, and associates, lawyers specializing in landlord/tenant law can be located by consulting any of the following sources: look in the Yellow Pages under Attorneys; if you are a member of a labor or trade union, sometimes you can receive legal counsel from union lawyers; the Illinois State Bar Association will provide a referral to an attorney by calling (217) 525-1760.

Land of Lincoln Legal Assistance will provide free legal assistance for certain types of causes if you are on public aid or qualify as low-income. Legal Aid can be reached by calling 1-877-342-7891.

Most lawyers will tell you their rates for an initial conference over the phone and some attorneys will offer free initial consultations. It is important to specifically ask about any potential charges, however.

Fair Housing and Discrimination

In the City of Decatur, a local ordinance prohibits discrimination in the sale or rental of housing on the basis of race, color, religion, national origin, ancestry, age, sex, sexual orientation, marital status, handicap, familial status, or unfavorable discharge from military service. The Decatur Human Relations Commission is empowered to investigate charges and complaints of housing discrimination in the City of Decatur under City Code, Chapter 28. If you believe that you have been a victim of housing discrimination, call the City's Human Rights Officer at (217) 424-2805.

In the State of Illinois, the Illinois Human Rights Act, which was passed by the Illinois State Legislature in 1980, prohibits housing discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, disability, retaliation for filing a complaint, and families with children under the age of 18. The Illinois Department of Human Rights maintains a downstate office at 222 South College Street, Springfield, IL, 62704. The phone number is (217) 785-5100.

In 1968, the Federal Fair Housing Act was passed which prohibits housing discrimination on the basis of race, color, religion, national origin, and sex. HUD has jurisdiction in investigating housing discrimination cases on the federal level. However, the federal government will sometimes defer cases to state or local agencies because they are able to process cases at a much faster rate. HUD has a toll-free line if you have further questions. The telephone number is 1-800-669-9777. New fair housing amendments to the present law should be observed to see how much new legislation would affect fair housing issues in the near future. Fair housing is the law. If you believe that you have been discriminated against, call any of the above referenced numbers for assistance.

Housing Discrimination Complaint Filing Procedures

Any individual may file a housing discrimination charge at any time with the Decatur Human Relations Commission within 180 days of the occurrence of the alleged violation. However, an individual may file a housing discrimination complaint with HUD within one year after the alleged violation occurred and an individual has two years to file a complaint with the federal courts. An individual who files a complaint is called “a complainant” and the person who answers the complaint is called “the respondent”. Upon initial contact with the Decatur Human Relations Commission by telephone or personal appearance at the Human Resources Office on the second floor of the Decatur Civic Center, #1 Gary K. Anderson Plaza, Decatur, IL, 62523, arrangements will be made for the complainant to obtain a “*You May File a Charge*” packet.

Once the complainant fills out the packet of information and returns it to the Human Resources Office, the Human Rights Officer will contact the complainant later to arrange for an intake interview. During the intake interview, the complainant may explain the circumstances regarding the alleged housing discrimination act. If it is determined, through this interview, that a violation may have occurred under the Civil Rights Acts of 1886, 1968, or 1988, or the Decatur City Code, Chapter 28, *Unlawful Discrimination*, an official charge may be filed.

After the charge has been officially filed, a letter of notification of the alleged violation is sent to the respondent along with a copy of Chapter 28, Article 8, *Real Estate Transactions*, of the Decatur City Code. The respondent then has 30 days in which to file a response with the Decatur Human Relations Commission.

At any time, the complainant has the right to withdraw their charge. Upon written notification from the complainant of intent to withdraw, a Voluntary Withdrawal form is sent to the complainant to be returned and filed. The case is then closed.

After alleged charges of discrimination have been filed, the Human Rights Officer will investigate your allegations. This will take some

time and the process is seldom a quick one. The Human Rights Officer will interview any witnesses you have provided contact information for and will also review the answer the respondent files to the charges. If both parties are agreeable, the Human Rights Officer may attempt to conciliate the matter. When the Human Rights Officer determines that there is probable cause, an attempt will be made to eliminate the alleged discriminatory practice through conference and persuasion. If those informal attempts fail to result in the elimination of the alleged discriminatory practice, the Human Rights Officer will file a formal complaint and schedule a public hearing with the Decatur Human Relations Commission.

At the public hearing, the Commission, or a Hearing Officer appointed by the Commission, will determine by a preponderance of the evidence if the alleged violation occurred. The Commission or an appointed Hearing Officer shall make findings of fact, determine if the alleged violation occurred, and make recommendations to resolve or alleviate the conflict or similar conflicts which may occur in the future.

Persons found in violation of Article 8 of Chapter 28 of the Decatur City Code shall be fined: not more than Five Hundred Dollars (\$500.00) for the first offense, and not more than One Thousand Dollars (\$1,000.00) for each subsequent offense. Each day of a continuing offense is not considered to be a separate offense under this Article of the Code.

Hints for Landlords

The second part of this handbook contains information that will be relevant for landlords or property managers who are responsible for renting and maintaining rental housing. We highly recommend that landlords read through the information published for tenants because a great deal of the information on issues such as proper notices and legal eviction procedures and leases apply to landlords as well as tenants and will not be repeated in this section.

Whether you are a landlord with only one rental property or dozens of properties, your rental property represents a sizable investment of your time and money. Changes in tax laws have eliminated some of the tax shelters of the past and the increase in property taxes has made rental housing a less attractive alternative to many investors. Being a good landlord is not only a business, but a human relations concern. The best landlords see their properties as not only a financial investment but also as serving a human need. Housing is one of the basic necessities of life along with food and clothing. Even though there are many who have realized the American dream of owning or buying their own home, there are still many, who for one reason or another, must utilize rental housing.

As a landlord, you have probably realized that there are built-in headaches that are associated with rental housing. Problem tenants and maintenance responsibilities can be frustrating and time consuming. Part of the purpose of this handbook is to give landlords information and hints for eliminating or reducing some of the potential problems associated with rental property. The old saying, "an ounce of prevention is worth a pound of cure," applies in managing property as a landlord.

Tenant Selection and Fair Housing

One of the important questions asked by landlords is, "How can I find decent tenants and protect myself from the bad ones?" More than one landlord can testify to the horror stories about tenants who have demolished a rental unit and left town owing a landlord sometimes months of back rent. There is no fool proof way to fully protect a

landlord from a negative experience but there are ways to bring the odds more in your favor.

For most landlords, the ideal tenant is one who pays their rent in a timely fashion, keeps their rental unit in a meticulously clean manner, and gets along well with the neighbors and never causes any problems. For most tenants, the ideal landlord is one who charges reasonable rent, maintains the property well, makes repairs quickly and is kind, courteous, and concerned. Whenever you have vacancies in rental units, it costs you money. You should seek to find compatible tenants that will be responsible and an asset to your rental unit. Once you find such tenants, you should do all that is possible to keep them. A happy tenant who is enjoying the experience of living in your rental unit will usually stay for a long time. Your job as a landlord is made easier with good tenants.

Choosing Your Tenants

According to federal, state, and local fair housing laws and ordinances, a landlord has a right to choose tenants but the individual cannot exclude anyone on the basis of race, color, religion, national origin or ancestry, familial status, sex, sexual orientation, disability or unfavorable discharge from military service. To do so would be illegal, leaving you open to a potential fair housing lawsuit that could cost you a great deal of money in legal fees and damages. To protect yourself from such a possibility, it is best to be fair in your tenant application and selection policies. Select your tenants on the basis of their past rental history and on the content of their character, and not on race, color, creed, etc. Treat each rental applicant as you would like to be treated. It is better to be safe than sorry.

When advertising rental property in newspapers or other publications, you should be aware that the wording of your ads cannot be discriminatory in nature. Ads that say, "No Children", or other such exemptions can be considered discriminatory in nature. When you start receiving responses to your ads, here are some tips to help in choosing your tenants:

- Use a standard application procedure equally applied to all potential tenants. An application form may be used that asks relevant questions such as name, present address and landlord, place of employment, and number and names of people in the

family that would be living in the unit. Questions dealing with race, national origin, religious or church affiliation or other related types of questions are not only irrelevant but are also illegal.

- Ask for at least two rental references. Who is the tenant's present landlord and how long have they lived there? Who was their landlord before that and how long did they live there? It is a good idea to refer back to at least two landlords because occasionally a landlord may be trying to get rid of a bad tenant by giving them a good reference. This does not happen often but it is still a good idea to refer to at least two previous landlords. Ask the former landlords what kind of tenants were the applicants? Did they pay their rent on time? Did they take care of the rental unit? These are valid and relevant questions.
- Check the Macon County Circuit Court's webpage at <http://court.co.macon.il.us> to check for a potential tenant's prior financial judgments. Court records are public information and this can be a good source to see if your applicant has judgments against them for failing to pay rent, mortgage payments or other bills. Bad references and a recent poor record of unpaid debts are valid reasons to reject an applicant.

Once you have found your tenant, it is a good idea to carefully go over any lease or rental agreement together so that no terms are misunderstood. Be flexible to any reasonable request by your tenant. Let the tenant know that you are interested in them as people. You will win their respect and cooperation if you do.

Maintenance and Privacy Issues

Two very common complaints made by tenants against some landlords are that the landlord is unresponsive or slow in making repairs; or that the landlord is invading their privacy.

Tenants who have legitimate complaints and maintenance needs should be taken seriously and service should be provided as soon as possible. For example, things such as a furnace going out in the middle of the coldest winter months or an air conditioner that conks out when it is 100 degrees outside, need to be attended to immediately. These conditions involve the very health and safety of the tenant. Inoperative

garbage disposals or closet doors do not need the same immediate attention because life, health and safety are not at stake.

As a landlord, it is necessary to be in full compliance with the local city housing codes and other applicable state and federal laws, especially where health and safety issues are involved. Furthermore, landlords who comply with the various laws develop good reputations and positive public images in the community. As such, these positive reputations tend to attract responsible tenants.

When tenants sign a lease or make a rental agreement with a landlord, the rental property becomes the tenant's home and as such, the tenant has the right to the use and enjoyment of the property. Though the landlord still owns the property, respect for the privacy of the tenant should be maintained. Many tenants complain that some landlords come into their rental units without notice or when they are not at home. As a general rule, if you, as the landlord, must enter into your tenant's home you must have a good reason for doing so. If you are coming in to make a repair, do building maintenance, or show the rental unit to a potential tenant or buyer, you should call the tenant in advance to inform them. Ideally, except in emergencies (e.g., a fire, broken pipe, etc.), inform your tenant at least 24 hours in advance. In cases of emergencies, advance notice is unnecessary. In short, show common courtesy and respect for your tenants and they will usually respect you.

Illegal Evictions

If you are a landlord, it is very important you read the section in this handbook on evictions. To avoid problems, legal eviction procedures should always be followed. It is important for landlords to know and remember that an eviction in the State of Illinois is a legal process that is carried out by a judge who awards in favor of a landlord when there are legal grounds. Some landlords, however, have attempted to evict tenants by taking the law into their own hands. In so doing, some landlords have illegally thrown out tenants; locked out tenants; seized personal property of tenants; and have even thrown tenant's furniture out into the street. All of these procedures are illegal according to Illinois law, which would leave the landlord who

practices such procedures vulnerable to a lawsuit brought by the tenant.

To reiterate, you should follow the legal process in evicting a tenant. Though this may be time consuming, giving your tenant the rights of due process in an eviction will cost you less than attempting to evict a tenant illegally. Some landlords have made the mistake of throwing out a tenant and destroying their personal property, only to be sued by the tenant. The tenant was then awarded a judgment and the landlord had to pay not only all the legal and court costs but also for the tenant's property plus damages. In brief, evictions are always unpleasant procedures but doing it the right way is always the best way to protect yourself.

The actual code, laws, and statutes pertaining to the rights of landlords and tenants are hard to locate and even harder to understand without legal training. You may be able to find copies of the law through Internet research, by checking with the Zoning Board, or by going to the City of Decatur website and clicking the link for the City Code. If you have any questions, it is best to contact an attorney.

Illinois Human Rights Act

Article 3 of the Illinois Human Rights Act defines the rights of individuals to be free of discrimination in real estate transactions. It is a Civil Rights violation under the Act, for an owner or other persons engaging in a real estate transaction, including a broker or salesman, to (1) refuse to engage in a real estate transaction with a person; (2) alter the terms, conditions or privileges of a real estate transaction; (3) refuse to receive or fail to transmit a bona fide offer to engage in a real estate transaction from a person; (4) refuse to negotiate for a real estate transaction with a person; (5) publish a written or oral statement, advertisement or sign which expresses any limitation founded upon an intent to engage in unlawful discrimination; and (6) offer, solicit, accept, use or attain listing of real property with knowledge that unlawful discrimination in a real estate transaction is intended, when such activity or limitation is based on a person's race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, familial status or handicap as those terms are defined in the Act.

Besides those specific Civil Rights violations enumerated in paragraph 3-102, Article 3 of the Act makes it unlawful to engage in blockbusting, excluding persons with children from renting real estate, refusing to sell or to rent at an additional charge to an individual because they have a guide or hearing dog. Paragraph 3-105 makes every provision in, and oral agreement or written instrument concerning real property, void which forbids or restricts conveyance, encumbrances occupancy or lease on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, familiar status or handicap. If you happen to own a piece of property that has an aforementioned restricted covenant in the deed, it is also a Civil Rights violation to attempt to honor such a provision in the chain of title {Illinois Compiled Statutes, Chapter 775, Section 5/3-105 (c)}. If the accommodations at issue in a case concerns the private sale of single family homes, apartments in buildings which contain no more than five families living independently of each other, the rental of private room accommodations to persons of a certain age group, accommodations controlled by a religious organization, or the rental of rooms in a housing accommodation which may be restrictive to a single sex, you should consult paragraph 3-106 of the Act to determine whether these facilities have been specifically exempted from coverage.

Decatur City Ordinance:

Chapter 28, Article 8

REAL ESTATE TRANSACTIONS – The Code prohibits an owner or any other person handling a real estate transaction, or for a real estate broker or salesperson, because of unlawful discrimination or your familial status, to:

- refuse to have a real estate transaction with you or refusing to assist you with a real estate transaction;
- alter the terms, conditions or privileges of a real estate transaction or deny you the use of facilities or services in connection with a transaction;
- refuse to receive or fail to tell a seller of a bona fide offer for a real estate transaction from you;
- refuse to negotiate a real estate transaction with you;
- represent to you that a piece of property is not available for showing, sale, rental or lease when, in fact, it is available, or to fail to bring a property listing to your attention, or to refuse to permit you to see a piece of property;
- print, circulate, post, mail, or publish a written or oral statement, advertisement or sign, or to use a form of application in connection with a prospective real estate transaction, which directly or indirectly, has as its intent to engage in unlawful discrimination;
- offer, solicit, accept, use or retain a listing of property knowing that unlawful discrimination or discrimination on the basis of familial status in a real estate transaction is intended.
- to refuse to sell, rent, make unavailable or deny a place to a buyer or renter because of a handicap of that buyer or renter; a handicap of a person residing in or intending to reside in that place after it is sold, rented or made available; or a handicap of any person associated with the buyer or renter;

- to alter the terms, conditions of sale or rental of a place, or the provision of services or facilities connected to the place because of a person's handicap or a handicap of any person residing or intending to reside in that place after it is sold, rented, made available, or a handicap of any person associated with that person;
- to refuse to permit, at the expense of the handicapped person, reasonable modifications of the place occupied or to be occupied by the handicapped person, if the modifications are necessary in order for the handicapped person to fully enjoy the place. However, in the case of a rental, and if it is reasonable, the landlord can make the handicapped person agree to restore the interior of the place as it was before the modifications, taking into account reasonable wear and tear. The landlord also may not increase the security deposit for handicapped persons. However, if it is necessary to ensure that money will be available to pay for the restorations at the end of the handicapped person's lease, the landlord can negotiate a provision requiring that the handicapped person pay into an interest bearing escrow account, a reasonable amount of money that does not exceed the cost of the restorations. The interest in the account must accrue to the benefit of the handicapped tenant. A landlord can withhold his or her permission for a modification until the renter provides a reasonable description of the proposed modifications and reasonable assurances that the work will be done in a competent manner and that any required building permits will be obtained.
- to refuse to make reasonable adjustments in rules, policies, practices or services, when the adjustments are necessary for a person's equal opportunity to use and enjoy a place.
- to fail to design and build multi-family places in such a manner that:
 - the public use and common areas of such places are readily accessible to handicapped persons;
 - all the doors are designed wide enough that a handicapped person in a wheelchair can pass through, and into all areas of the place and,
 - all areas within such places contain the following features:

- an accessible route into and through the dwelling;
- light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
- reinforcements in bathroom walls to allow later installation of grab bars; and,
- usable kitchens and bathrooms so that anyone in a wheelchair can maneuver about the space.

Compliance with the appropriate standards of the Illinois Accessibility code will satisfy the requirements.

- advertise for sale, lease or listing any residential property alleging the devaluation of other property in the immediate area because of the interest of any persons or potential sale to any persons of any particular race, color, religion, national origin, ancestry, age, sex, marital status, familial status or handicap.
- hand out or cause to be distributed any written material or statements which would induce any owner of residential property to sell or lease his or her property because of any changes in race, color, religion, national origin, ancestry, age, sex, marital status, familial status or handicap of residents in the area of the property involved.
- intentionally create alarm, among residents of any community in any manner, including a telephone call, whether or not conversation thereby ensues, attempting to induce any owner of residential property to sell or lease his or her property because of entry into the area of the property by any person or persons of any particular race, color, religion, national origin, ancestry, age, sex, marital status, familial status or handicap.
- It is unlawful for the owner or agent of any housing accommodation to:
 - refuse to sell or rent (after a legitimate offer) or to refuse to negotiate for the sale or rental of a property because any blind, hearing impaired or

physically handicapped person has a guide,
hearing or support dog.

- discriminate against any blind, hearing impaired or physically handicapped person in the terms, conditions, or the provision of services or facilities of sale or rental property because he has a guide, hearing or support dog.
- require, because a blind, hearing impaired or physically handicapped person has a guide, hearing or support dog, an extra charge in a lease, rental agreement, or contract of purchase or sale, other than for actual damage done to the premises by the dog.

Housing Location Worksheet

Questions To Ask Initially:

1. How much is the rent?_____ How much is the deposit?_____
2. What advance payments are due and when?_____
3. Are any utility payments included in the rent?
(Which?)_____
4. Are utilities for which the tenant pays individually metered?__
5. What utility payments are not included?_____
6. What are the average costs of utilities?_____
7. Who is the landlord?_____
8. What appliances are furnished with the unit?_____

Some items to examine when viewing the unit: Be sure to see the exact unit you will rent!

- Enough electrical outlets in each room?
- Is there any exposed wiring?
- Does the door have a dead-bolt lock?
- Do burners on the oven work?
- Do all windows open properly and lock?
- Does the refrigerator work properly?
- Does air leak through the doors or windows?
- Does the toilet work properly? (Try flushing it)
- Is there evidence of roaches?
- Does the hot water come out of hot water taps? (Check)
- Do you see any brown water spots on floors?
- Or ceilings that could mean water leaks?
- Is there a smoke alarm?
- Are hallways and entrances well lit?
- Is heating and air conditioning sufficient?
- Is furniture in good condition?
- Do the walls need repaired or painted?
- Are utilities individually metered?
- Does carpet need to be cleaned?

Try to talk with a few current tenants in the building to see if they have any questions or concerns about the landlord.

SAMPLE LEASE AGREEMENT

This lease is made and entered into this __, day of _____,
20__. Between the Lessor (landlord) _____ whose
Principal place of business is _____
Phone _____, and the Lessee(s) [(tenant(s))] _____
_____.

I. DESCRIPTION OF THE PREMISES

The Lessor hereby leases to the Lessee(s) the dwelling unit located at
_____,
apartment number _____, City of Decatur, State of Illinois.
The dwelling unit is (check): _____ furnished with stove /oven and
refrigerator; _____ unfurnished; _____ furnished: a list of
furniture and appliances to be provided by Lessor is attached to this
lease.

II. TERM OF THE LEASE

This lease shall begin on the _____ day of _____,
20__ and shall terminate on the ____ day of _____,
20__.

It is agreed that on the starting date of this lease, Lessor shall deliver to
Lessee(s) possession of the above described dwelling unit in clean
condition and good repair in compliance with all applicable building
and maintenance codes.

III. AMOUNT AND DUE DATE OF RENTAL PAYMENTS

Lessee shall pay to Lessor the sum of \$_____ as rent for the term
described above, payable in monthly installments of \$_____, on
the _____, day of _____, 20__ and the
final payment of \$_____, due on the _____, day of
_____, 20__. The rent shall be
mailed or delivered to:_____.

IV. SECURITY/DAMAGE DEPOSIT

Lessee shall pay to Lessor a security and damage deposit in the amount of \$ _____ on or before the _____, day of _____, 20_____. This deposit shall be returned to Lessee by Lessor within 30 days after the termination of this lease in accordance with the following provisions:

Within 5 days after the date the Lessee(s) move in, an inspection of the dwelling unit shall be made and a written report completed and signed by the Lessor and Lessee. All deficiencies including cleaning and repair needs shall be included on said report. Lessor and Lessee shall each retain their own copies of the report. Upon vacating the premises, Lessee shall conduct an inspection in the presence of the Lessor, who agrees to be present for said inspection, and another written inspection report shall be completed. Lessee will be liable to Lessor for the cost of repair, replacement or cleaning necessary to restore the dwelling unit to the same condition as it was upon Lessee’s taking possession, **NORMAL WEAR AND TEAR EXCEPTED.**

Lessor may deduct from the deposit, the cost of repair, replacement or cleaning, provided that Lessor, within 30 days of the date Lessee vacates the premises, provides to Lessee an itemized statement of all said charges, along with copies of bills or paid receipts for repair, replacement or cleaning. Said statement and refund of the balance of the deposit due shall be directed to Lessee’s last known address.

V. UTILITIES

The following utilities and services shall be paid by the party indicated below:

	Lessor	Lessee
Electricity	_____	_____
Gas	_____	_____
Water	_____	_____
Garbage	_____	_____
Other	_____ (list)_____)	_____

VI. ALTERATIONS

Lessee shall make no alterations to the dwelling unit without first obtaining the written consent of Lessor.

VII. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this lease nor sublet the premises at any time during the term of the lease without first obtaining the written consent of the Lessor. The Lessor shall not withhold consent to assign or sublet unless the replacement tenant is found to be unsuitable on the basis of his/her financial record.

VIII. LESSEE RESPONSIBILITIES

- To keep the dwelling unit in a clean and sanitary condition in order to avoid infestation by vermin or rodents.
- To make all reasonable precautions to avoid stopping up the drains.
- To take reasonable precautions to avoid the freezing of water pipes by not turning off the heat during winter.
- To place trash in the appropriate receptacles provided by the Lessor.
- To keep noise levels to a minimum, particularly between 11:00 p.m. and 7:00 a.m.
- To notify Lessor in writing of needed repairs.

IX. LESSOR RESPONSIBILITIES

- To maintain the dwelling unit in accordance with all applicable municipal building and safety maintenance codes.
- To make all necessary repairs to the dwelling unit and all furnished appliances and furnishings within 5 working days after receiving written notifications of repair needs from Lessee; emergency needs such as broken locks, lacks of heat or other essential services shall be responded to by Lessor immediately. If repairs cannot be completed within 5 days, Lessor shall notify Lessee of the reason for delay and shall perform repairs within a reasonable amount of time. Compensation for the loss suffered by Lessee due to unreasonable delays shall be made by Lessor.

- To provide extermination service to keep the unit free of vermin, pests and rodents.
- To enter the dwelling unit only in cases of emergency or after providing Lessee with a reasonable advance notice for the purpose of making repairs, exterminating or to show the unit to prospective renters or buyers.

X. BREACH OF LEASE

If either party commits a material breach of this lease, the other party may pursue remedies provided under the laws of the State of Illinois or the City of Decatur.

XI. LOSS BY FIRE OR OTHER CASUALTY

In the event that the leased premises shall be rendered unlivable by fire or other casualty, the terms of this lease shall cease and Lessor shall refund to Lessee the security/damage deposit and any rent paid for any period after termination of the lease.

XII. JOINT AND SEVERAL LIABILITY

Unless otherwise stated herein, all persons signing this lease as “Lessee” shall be jointly and severally liable for all terms of this lease. Any one tenant may be held liable for the entire rent payment or for charges for damages to the leased premises.

NO ORAL AGREEMENTS OR PROMISES ARE BINDING ON EITHER LESSOR OR LESSEE. Any additional agreements are stated below or on an attached addendum, signed by both parties.

ADDENDUM ATTACHED? ___ PARKING ___ CHARGE: _____

LAWN CARE / SNOW REMOVAL _____

OTHER AGREEMENTS

Lessee(s) _____

Lessor _____

Date _____

Pre/Post Inventory Worksheet

Name _____ Address _____ Apt. # _____

Phone: _____ Person Who Can Always Contact Me: _____

Phone: _____

FURNITURE INVENTORY: Indicate how many of each of the following you have in your apartment:

____ Sofa(s)	____ Desk(s)
____ Living room chair(s)	____ Desk Chair(s)
____ Coffee table(s)	____ Desk lamp(s)
____ Lamp(s)	____ Bed(s)
____ Dresser(s)	____ Drapes/shades on windows
____ Dining Table(s)	____ Dining Chair(s)
____ Window screens	

Other: _____

Describe completely, any damage to furniture including scratches, cracks, worn upholstery, etc.:

CONDITION OF WALLS: Completely list every hole, mark, stain, or other problems on walls, indicating which wall in which room.

Describe general condition of walls if not freshly painted:

CONDITION OF FLOORS AND CARPET: List every stain, snag, chip, or tear in floors or carpets in each room:

Was carpet shampooed before you moved in?

CONDITION OF CEILINGS: List every hole, stain, chip, or mark in any ceiling:

APPLIANCES / FIXTURES: Indicate need for repair or cleaning:

Refrigerator:	OK	PROBLEMS
Oven:	OK	PROBLEMS
Exhaust Fans:	OK	PROBLEMS
Bath:	OK	PROBLEMS
Kitchen:	OK	PROBLEMS
Garbage Disposal:	OK	PROBLEMS
Air Conditioner:	OK	PROBLEMS
Dishwasher:	OK	PROBLEMS
Microwave Oven:	OK	PROBLEMS
Kitchen Faucet/Sink:	OK	PROBLEMS
Bathroom Faucet:	OK	PROBLEMS
Toilet:	OK	PROBLEMS
Shower/Bathtub:	OK	PROBLEMS

List every attachment in every room below; include locks on windows, dead-bolt and chain-locks on doors, bookshelves, towel racks, hanging mirrors, toothbrush holder, etc.:

How many shelves in refrigerator? _____ Racks in oven? _____
Are any light fixture covers missing or broken?

DOORS AND WINDOWS: Are any doors (interior and exterior) marked, chipped, or damaged?
Describe: _____
List any broken or cracked windows: _____
Do windows need cleaning? _____

ATTACH A LIST TO THIS SHEET OF ANY DAMAGES NOT LISTED HERE.

Signature of Tenant _____ Date _____

Signature of Landlord or Witness _____ Date _____

Subscribed to before me this ___ day of _____, 20 _____

NOTARY PUBLIC

SAMPLE
LANDLORD'S FIVE DAY NOTICE

TO _____

You are Hereby Notified, that there is now due
_____ The sum of _____ dollars and ___ cents,
being rent for the premises situated in _____ and
Known and described as follows, viz:

The _____ of No. _____,
_____ St., otherwise described as _____

And you are further Notified, that payment of said sum so
due, has been and is hereby demanded of you, and unless payment
thereof is made on or before five days after service of this notice upon
you, your Lease of said premises will be
terminated. _____ At No. _____,
_____ St., is hereby authorized to receive
said rent, so due, for _____.

Dated at _____ this ___ day of _____,
A.D. 20_____.

_____ Landlord.

By _____ Agent

SAMPLE
(Can be used as a 10 or 30 day notice)
NOTICE TO TERMINATE TENANCY

To: _____

You and each of you are hereby notified that the tenancy of the premises occupied by you as a tenant of the undersigned landlord, described as follows, to wit:

In the County of _____, State of _____, is hereby terminated on or before, and not later than midnight of the ____ day of _____, 20____, which is the last day of the rent period, and that on said day you will be required by these presents to surrender the possession of said premises to said landlord or his agent named below. Upon your failure to do so, proceedings will be commenced to dispossess you and gain possession of said premises.

Dated at _____ County, _____ (state), this ____ Day of _____, 20_____.

Landlord

By Attorney

Address

City, State, Zip