Making College Affordable: Tenants' Rights

Many people have their first rental experience during their college years. To help ensure the experience is a positive one, it's important to know your rights. These rights may vary depending on where you live, with some municipalities having specific local ordinances governing landlord-tenant disputes in addition to state law.

Tenants' Rights

- **Your landlord must make repairs.** If your landlord delays in or refuses to make a repair, send a written notice to your landlord describing the condition and requesting your landlord to make the repair. If your landlord has previously made promises to repair the item but failed to do so, note that in your letter. If your landlord continues to refuse to make the repairs, you may be able to withhold part of your rent to make the repair yourself. If the condition is so severe that the apartment is not livable, you may be able to terminate your tenancy. It's recommended that you seek legal help before withholding rent or attempting to terminate tenancy. For more information, contact Illinois Legal Aid at www.illinoislegalaidonline.org.
- **You have a right to your security deposit.** When you move out of your apartment, inform your landlord in writing where to return the security deposit. Take pictures of your apartment after you move out to prove that you left it in good condition. Under state law, if your apartment building has five units or more, your landlord must return your security deposit within 45 days of the date you move out, unless your landlord has provided an itemized list of damages causing the landlord to withhold all or some of your deposit along with receipts or estimates supporting the itemized list. If your landlord fails to comply, you may be entitled to twice the amount of the security deposit. Some municipalities, like Chicago, have more detailed requirements regarding how a landlord must handle your security deposit.
- **Your landlord cannot lock you out.** The only way a landlord in Illinois can evict a tenant is by filing a lawsuit, called a forcible entry and detainer action, and obtaining an order from a judge authorizing an eviction. Before filing an eviction, your landlord is generally required to give you written notice including the reason for terminating the tenancy. In some cases, you have the right to correct the issue within a certain period of time, such as paying outstanding rent within five days of the notice.
- **You have the right to live in your apartment if the building is in foreclosure.** You are still obligated to pay rent to your landlord until the foreclosure process is complete and the building transfers to a new owner, at which time you are obligated to pay rent to the new owner. Keep copies of your rent payments, and be aware that scammers may pose as new owners to defraud you. Contact the police or seek legal help if you suspect a scam. The new building owner must provide at least 90 days' notice before terminating your tenancy. If you live in Chicago and the new owner is the foreclosing lender, the lender is required to automatically renew your lease (and may not raise the rent by more than 2%) or pay you relocation assistance in the amount of $10,600.

Remember! Always keep records of your security deposit and rent payments, especially if you previously received a notice for unpaid rent. If you pay by cash, ask your landlord for a receipt.

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