



University of Illinois at Urbana-Champaign



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1



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[Engagement](#)

[Court](#)

[Legal/Court Forms](#)

[Attorney-Speaker Service](#)

[Student Legal Service Attorneys](#)

[History](#)

[Archives](#)

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Housing Guide, Part 1: Before You Move In

TABLE OF CONTENTS

- [Don't Get Rushed Into Signing A Bad Lease](#)
- [Choose Your Future Roommates Wisely](#)
- [Renters Beware of Discrimination](#)
- [Students Beware: Don't get 'bitten' when signing lease](#)

DON'T GET RUSHED INTO SIGNING A BAD LEASE

"Look Before You Lease" is the mantra for students thinking about renting apartments or houses in Champaign-Urbana. Normally, it is not intoned until at least mid-January; people aren't even considering living arrangements for next year until after the fall semester is over. However, in recent years the rental season has been kicking in earlier and earlier, so it's not too soon to offer some suggestions that can help you make sound, educated decisions.

1. RELAX. IT'S WAY EARLY.

You've got papers and projects due and exams are looming. Take your time and shop around. Guess who has all the bargaining power this early in the season? If you guessed the tenant and not the landlord, try again.

Besides, what would you think of a landlord who starts advertising your apartment and pressuring you to decide whether or not to renew your lease in October or November? Put yourself in the place of those tenants and imagine how you'd feel.

Also, unless you're considering living alone, signing a lease means rustling up some roommates to join you in the deal. There are always risks in this but at such an early date those are increased.

- First, by the time August 15, 2007, gets here, you may all hate each other.
- Second, some of them may have flunked out/gotten married/dropped out/transferred/etc.

It's just too early for people to be able to make sound commitments involving thousands of dollars, lasting until August 2008.

2. BUILDINGS NOT YET BUILT.

In case you missed it, numerous students signed leases for the current academic year to rent buildings not in existence at the time they signed. Not a problem in itself; however, when the buildings still weren't ready when the tenants arrived with their belongings to move in, that was a problem. Do not make this mistake yourself. If the building isn't built and ready for occupancy when you go to sign the lease, look elsewhere.

3. BE AWARE THAT URBANA HAS A NEW ORDINANCE OUTLINING LANDLORD-TENANT RELATIONS, WHICH OFFERS SOME ADDITIONAL PROTECTION TO TENANTS THAN THEY OTHERWISE GET, SUCH AS CERTAIN PROTECTION OF PRIVACY.

If these things are important to you, but you're planning to rent in Champaign or out in the county, be sure they're in your lease in writing.

[Maps](#)[DMV/Driver Service Facility](#)[Mission Statement/Annual Reports](#)[Legal Links](#)[Contact Us](#)

4. GET IT IN WRITING.

Regardless of what you may have heard, there is no such thing as a "standard lease." It is important to understand this, because your lease is what defines your relationship with your landlord. If you want new furniture (or any furniture, for that matter) it must be written into your lease. Verbal promises are simply not enforceable.

Make sure that any items added to your lease or terms deleted from it are all initialled by both you and your landlord. It doesn't do any good to write amendments all over the margins if your landlord hasn't indicated by signing alongside them that he/she agrees to these changes.

5. AMENITIES.

Frequently, leases will refer to "extras," such as parking spaces, who pays for what utilities, grounds maintenance, care of appliances and furniture, and other items. These may be especially common in the case of large rental houses, although they can appear in any lease. While they are mentioned, rarely are they well defined.

For example, parking spaces are sometimes offered but not specifically allocated to a particular vehicle or rental unit. Surprise towing can be the result. In the case of utility bills, if they are your responsibility, it's worth knowing what they're likely to be. This early in the year it's impossible to go to the current tenants in a unit you're checking out to see how high they can get--it just isn't cold enough. But this is the kind of research you need to do to avoid unpleasant surprises.

If amenities are mentioned, make them specific and in writing.

6. SUMMER SUBLET/FALL OPTION.

Some companies offer this. You sign a lease which begins in May and runs through August of the following year. What? You say--that sounds like a 15 month lease. Congratulations, you are correct.

Of course, the promise is that for the following summer, someone will pick up the lease for you and let you off the hook for those last three months. Unfortunately, if they can't find someone as gullible as you, you're stuck. Just remember, this is a 15 month lease and any other representation cannot be relied upon.

7. NEVER PUT MONEY DOWN TO "RESERVE" AN APARTMENT OR HOUSE.

The only money you should put down is when you actually sign the lease. If you pay money to reserve some property, you might as well consider it a donation to the landlord.

8. SIGNING A LEASE. ONCE YOU'VE DONE THIS, IT'S TOO LATE TO DO ANYTHING ELSE BUT PREPARE TO MOVE IN ON OPENING DAY AND START PAYING RENT.

Your signature on that paper commits you to its terms, *regardless of what happens afterward*. Therefore, do not sign first and ask questions later. Get a sample lease from your prospective landlord and take it to the Tenant Union for review before you commit yourself.

Leases cannot be broken; they are binding contracts.

Take your time in looking to rent an apartment or house. It's a big decision involving thousands of dollars. Give it the thought, care and attention it deserves.

[Top](#)

CHOOSE YOUR FUTURE ROOMMATES WISELY!

- Do you have the Demon roommate from hell?
- Do you fantasize about taking revenge on your roommate who makes the loudest belching sound in North America?
- Are you fed up with the roommate wandering around the apartment in filthy underwear?
- Are you the roommate who never does the dishes and feels insulted when asked to do your 'fair share'?

It is half way through the semester and Student Legal Service has already heard many stories of students who are prepared to stay in their rooms until the end of the lease rather than deal with any more roommate conflict.

Living together in a roommate situation is a fundamental part of your college experience whether for good or bad.

The key not to have a horrible roommate experience is prevention. It is completely unnecessary for students to be apartment hunting for Fall'07 in October of 2006, yet many of you are doing so and are locking yourselves into contracts with roommates you barely know. The earliest you should begin looking for an apartment is the last week of January.

If you are determined to go ahead anyway, use the following roommate precautionary check list:

1. DO YOU REALLY KNOW THE POTENTIAL ROOMMATE?

A personal friend may be your worst roommate as that friend may rely on the friendship to get you to acquiesce in his/her intolerable behavior.

2. IS THE ROOMMATE FINANCIALLY ABLE TO PAY THE RENT?

Remember if the roommate doesn't pay the rent you are then legally responsible for their portion of the rent.

3. HOW IS THE ROOMMATE DOING ACADEMICALLY?

If the roommate flunks out of school (remember it is too early to be sure at this point in the semester), you will be stuck with their rent or stuck with subletting their portion of the unit.

4. IS THE POTENTIAL ROOMMATE CONSIDERING STUDYING ABROAD OR A PRACTICUM AWAY FROM URBANA-CHAMPAIGN?

If this is a possibility, then by all means don't sign a joint lease with this individual. Those studying abroad should find a single unit or be able to guarantee a sublet for you.

5. IS THE POTENTIAL ROOMMATE SOMEONE YOU REALLY CAN LIVE WITH?

Until you share a living space with another person this question can be difficult to answer but certain clues indicate to some degree the likelihood of a successful roommate environment.

The clues include drinking, smoking, and drug habits of the roommate. If you are a teetotaler and your roommate is a party animal, conflict is inevitable. If these habits are evident at this point in the semester, there is no reason to believe that they will change next year.

If you enjoy having overnight guests and your potential roommate values privacy and is a bit prudish, it is unfair for you to impose your values on this potential roommate.

If you do all of your studying just before exams but your future roommate wants a quiet rule for studying throughout the term, major conflicts will definitely arise.

Acknowledging now that in many areas you will be incompatible will allow you to keep a friend while searching for a different roommate.

Before you sign a joint lease it is wise to sign a roommate agreement which covers the foregoing areas of concern. The simple act of mutually drafting such an agreement can clear the air and prevent future problems.

If you already have the roommate whom you are ready to toss off of the third floor balcony, there are a few things you should consider before you give that final shove.

- Like a marriage, a successful roommate situation requires communication.
- Chatting with each other helps keep the basic relationship.
- Let each other know who you are and what is happening in your life.
- If something is bothering you in the household, don't let the concern fester until there is an explosion.
- Be honest in letting your roommate or roommates know what is bothering you.
- Talk things out on a regular basis.

At least three things can be done to keep communication alive and conflict to a minimum:

1. Hold regular household meetings, once or twice a month.
2. Leave written messages if you are not able to match schedules for meeting. Avoid blaming and judging the roommate at the meetings or in the note. This usually makes the person defensive and angry.
3. Schedule a 'roommates only' meal together occasionally. This can facilitate discussion and resolution of conflicts.

In the rare event nothing seems to resolve the conflict it is still unwise to shove the roommate over the balcony. Murder does carry the death penalty in Illinois although rarely used. Life imprisonment is not really all that much better if you are convicted.

It would be far wiser to get everyone together and schedule an appointment at the Center for Conflict Resolution at the Turner Student Services Building (4th Floor). That office provides trained mediators to resolve all kinds of disputes with a very high rate of success.

A third party, who's neutral, can pinpoint the concerns and suggest areas of compromise and areas where changes will be needed to bring about an acceptable living environment.

Don't despair, even the worst roommate situations can be improved.

Student Legal Service can provide you with advice before you sign a lease with the roommate from hell but not after, as we are precluded from advising one student against another.

It is imperative that you not get into a bad situation to begin with.

Thomas E. Betz, Staff Attorney

[Top](#)

RENTERS! BEWARE OF DISCRIMINATION

The Student Legal Service and the Tenant Union have received a number of complaints over the years regarding housing discrimination. Unfortunately, many times students do not fully realize that local, state and federal Fair Housing laws apply to all persons, including student renters.

- We have had landlords refuse to rent to Indian and Pakistani students because, "The cooking odors ruin my property values."
- International students have been told by the landlords, "What do you think I'm running here, a f---ing mosque?"
- We have seen landlords who don't have property available for rent when Jewish or black students request a rental application on a given day, but lo and behold, there are six units available the next day for white, Gentile tenants.
- Students from the Far East frequently encounter subtle and sometimes not-so-subtle refusals to rent by campus-area landlords.
- I have personally had landlords say to me, "I will never rent to those kind of people again." You may fill in the blank with any racial, religious or ethnic minority you wish as to who "those" people are.

We have several local landlords who practice a seemingly benign form of racial and ethnic steering.

- Minority tenants are all concentrated into specific buildings the landlord manages.
- The landlord achieves a form of racial/ethnic segregation in the property he or she leases.
- The usual excuse is, "Chinese, African-American, etc., students want to be with their own kind."
- Some landlords will steadfastly maintain this is true despite the fact that the student tenant wants to be close to the engineering campus and property is available nearby.

It seems that once the rental agent becomes convinced that this form of racial discrimination serves the interest of the given racial or ethnic group, the individual desires of the prospective tenant are of no relevance and/or are irrational. Rarely does the prospective tenant realize the availability of the desired property nor the real purpose behind the landlord's scheme.

Management companies have, with years of experience, acquired finesse when engaging in racial steering.

Title VIII of the Civil Rights Act of 1968 proscribes discrimination in the sale or rental of housing in both the public and private markets. As of March 12, 1989, the Act prohibits discrimination because of or "on account of": race, color, national origin, sex, religion, handicap or familial status (children, including "any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years).

Steering by race to specified buildings or locations is unlawful as is false representation of leasehold availability, which is a fairly common local practice.

In addition, local ordinance prohibits rental discrimination based upon:

- sexual preference,
- welfare status (public-aid recipient) and
- student status.

Requiring parents to sign as sureties on leases for student tenants who are legally adults is becoming less common, but may be under certain circumstances an unlawful form of age discrimination and "matriculation" discrimination.

Refusing to rent to interracial roommates or married persons is thankfully becoming less common in this community.

As tenants and prospective tenants you have the legal right to select housing within your economic means. The landlord does not have the right to deny you this choice based on racial, ethnic, religious, etc., criteria.

If you feel that you have suffered from unlawful discrimination, the law provides you with a remedy to seek money damages and a court or administrative order compelling the landlord to end the discriminatory practice.

The Student Legal Service and the Tenant Union are prepared to assist you if you have been a victim of housing discrimination. Discrimination complaints can also be filed with:

- Urbana Human Relations Commission
- 400 S. Vine
- Urbana, Illinois
- (217)384-246
- Champaign Community Relations
- 102 N. Neil
- Champaign, Illinois
- (217)351-4425

and

- Illinois Department of Community Relations
- Municipal Center East
- 800 E. Monroe, Room 108
- Springfield, Illinois, 62701
- (217)789-2272.

By: Thomas E. Betz, Staff Attorney

[Top](#)

STUDENTS BEWARE: DON'T GET 'BITTEN' WHEN SIGNING LEASE.

The Tenant Union and Student Legal Service see large numbers of students who are searching for housing each year, and amazingly, many students sign leases in October nearly a full year before move in.

- Please be aware that when the early bird gets the worm, sometimes the worm turns out to be a rattlesnake.
- Much of the best rental housing property will remain reasonably available throughout the winter semester.

Now that you realize that you need not rush your rental decision, you need to be aware of the many problems that you may face and some new twists that are oozing into the campus area rental market.

The take-it-or-leave-it lease remains a popular approach with some landlords.

- In most instances, landlords who do not allow any modifications or mutually agreed upon changes in the lease are also the landlords who tend to have the most anti-tenant leases.
- There is no need in this rental market ever to sign a take-it-or-leave-it lease.
- You can always find an adequate substitute property.

A twist on the take-it-or-leave-it lease is the requirement that you put a cash deposit on the lease to "hold" the property.

- NEVER put down a deposit to hold property unless you are prepared to forfeit the entire deposit without grumbling.
- The "holding" deposit is designed to coerce you into signing the lease and once given, you have forfeited all of your negotiating power.
- Most landlords don't require "holding" deposits and therefore you can easily avoid those who do.

It is imperative that you be able to modify your lease before you sign it because many, if not most, leases fail to adequately protect tenant rights in two very important areas.

1. PRIVACY IS AN ABSOLUTE NECESSITY FOR MOST TENANTS, YET WE STILL FIND LANDLORDS WHO WALK INTO APARTMENTS WITHOUT NOTICE AT ANY TIME OF THE DAY.

- The law provides for very little protection of tenant privacy interests.
- However, the lease can contractually insure your right not to be invaded by the landlord or his/her agents.
- Insist on a notice provision before landlord entry, when the unit may be shown to other prospective tenants, and,
- most importantly, penalties for failure to honor tenant privacy.

2. THE GENERAL DUTY OF THE LANDLORD TO MAINTAIN AND REPAIR TENANT PROPERTY IS AN IDEAL, WHICH IN MANY INSTANCES IS NOT ACHIEVED IN REALITY.

- Less than optimum building code enforcement is prevalent in Champaign-Urbana and is virtually nonexistent in most of the remainder of Champaign County.
- A written, contractually enforceable covenant of repair should be negotiated into your lease if it is not present.
- A landlord who won't agree in writing to make necessary repairs is a landlord who won't make repairs. Don't accept a verbal promise to repair.

Several landlords are now providing telephone service through Centrex and other private companies. It is anticipated that this type of telephone service will be found in more and more leases in the future. This service may be an excellent financial deal for tenants, however, since it is new to this rental market some precautions are wise.

- Be aware that this is not a free service and the telephone service leases state that the landlord can give 30 days notice and discontinue services.
- The tenant will then get stuck with having to pay new hookup fees, etc., to get service from another telephone company.
- This could be a risky and expensive proposition. An amendment requiring the landlord to reimburse for any hookup costs if the landlord's telephone service is canceled should be considered by tenants who contemplate signing a lease that provides "telephone service."
- You must be given the right in most cases to select your local telephone service.

Reading over your lease with a fine-tooth comb with a trained advocate at the Tenant Union or Student Legal Service before signing the lease is the very best apartment hunting advice I can provide. The staff will point out that if you want parking make sure this is provided in your lease; don't assume a model is the same as the apartment you are planning to rent; means of modifying attorney's fees clauses and confessions of judgment clauses that always work to your disadvantage can be suggested.

In today's market it is never wise to sign a lease without the help of a professional trained to deal with tenant issues. Please feel free to use these services that you are paying for.

By: Thomas E. Betz, Staff Attorney

[Top](#)

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