Your Rights as a Tenant

Document the condition of the property when you first move in and then again when you move out by making a written list of all problems and/or by taking pictures or making a video recording. Students’ Legal Assistance has free forms.

Your landlord has a duty to maintain the rental unit in fit and habitable condition. If you ask your landlord in person or over the phone for repairs, follow up by sending your landlord written notice of the problem. Keep a copy of the letter for your records. Do not be afraid to ask for repairs—your landlord is legally prohibited from retaliating against you. Call the City of DeKalb Building Code Enforcement Division at 815-748-2070 if repairs are not made in a timely manner. Contact our office for additional remedies.

If you plan to leave the property for a long period of time (such as for vacation or winter break), do not turn off your heat because doing so may cause the pipes to break resulting in water damage for which you can be held responsible. Check with your landlord to find out the minimum temperature at which you can safely leave your apartment.

Your landlord is responsible for taking care of any infestation problem (e.g., cockroaches, termites, mice) that is caused by outside conditions. However, as a tenant, you are responsible for properly storing food and keeping your kitchen clean so that insects and other pests are not attracted to your apartment.

Your landlord must give you 1-hour notice before entering your apartment for any reason, unless there is an emergency. If your landlord enters without giving you a 1-hour notice, send your landlord a written notice asking him/her to give you appropriate notice in the future. If it continues to be a problem, contact our office. If the landlord refuses to leave your apartment after you ask him/her to, call the police. The 1-hour notice does not apply when the landlord is making repairs you have requested.

If you keep your apartment in good condition while you live there, your landlord must return your security deposit to you. Your landlord can only deduct from your security deposit for any unpaid fees or rent, or for damage that is beyond “reasonable wear and tear,” meaning beyond the normal amount of minor damage that happens in any apartment over a period of time. If your landlord keeps any portion of your security deposit, he/she must give you an itemized list of deductions showing the reason the landlord withheld your security deposit. If you believe that any part of your security deposit was wrongfully withheld, contact our office.

Most leases require a landlord’s permission before subleasing, so make sure that you check with your landlord before entering into a sublease agreement. If your landlord agrees to let you sublease your apartment, you should be sure to have the landlord give you a written statement to that effect to avoid confusion. Subleases cannot extend beyond the initial lease term of the original tenant. ALL tenants should pay their security deposits and receive/turn in keys to the landlord.
Your landlord is prohibited from discriminating against you on the basis of race, color, national origin, religion, sex, familial status (pregnant women or families with children under the age of 18), or disability by refusing to rent to you, by establishing different rules for you (such as charging you higher rent), or by providing different services or facilities for you. If you think you have been discriminated against, contact our office.

Renter’s insurance is a good idea and it doesn’t cost much. It insures your personal belongings in case of fire, flood or other property damage.

Your landlord is not responsible for supplying appliances (such as refrigerators, stoves, or air conditioners). However, if your landlord provides appliances, they must be in good working order. As the tenant, it is your responsibility not to misuse appliances. You must take the necessary precautions if cooking with high heat, open flames, or grease. Check with your landlord if you are not sure how to use certain appliances properly.

Most local apartment complexes that contain names like “University Village,” “University Heights,” “University Plaza” are not owned or operated by Northern Illinois University. Besides the residence halls, only “Northern View Community” is operated by the University. If you want to rent from the University, make sure that you contact the appropriate University office.

Be careful with portable heating appliances such as space heaters and propane burners. Many of these appliances are prohibited by health and safety codes. They become extremely hot, and can start a fire. Many American homes are not properly wired for the use of portable heating appliances, and/or can be damaged by space heaters or portable burners that are placed on the floor. You will be liable to your landlord for any damages that are caused to the apartment due to the misuse of these appliances. If you are not sure what appliances are allowed or how they should be used, check with your landlord. Also, many cleaning products can damage your apartment or become hazardous if not used properly. If you are not sure what American cleaning products you should use in your apartment, check with your landlord.

The City of DeKalb has laws that regulate the number of occupants that can live in an apartment. These laws are intended to protect your health and safety. Your lease should state how many people can live in your apartment. If you have unauthorized occupants in your apartment, your landlord may be able to evict you or charge you additional rent.

If you have any questions, please contact our office for a free consultation.

Students’ Legal Assistance, Campus Life Building, 120
Funded by Student Association
815-753-1701