Your landlord has a duty to maintain the rental unit in fit and habitable condition. First, ask your landlord in person or over the phone for repairs, and 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.

Before signing the lease, check out the place you are renting; do not depend on the landlord’s statements or opinions about the place. If the landlord promises anything, make sure to get it in the lease, otherwise it will be unenforceable.

Before moving in, inspect the premises thoroughly. If there are substantial problems that cannot be fixed immediately, it is in your best interest not to move in. This is because, by moving in despite the problems, you are essentially accepting the conditions. Contact an attorney before making your decision. If you have no other options, talk to the landlord immediately about repairs, put your request in writing, fill out a conditions report (download one from the Students’ Legal Assistance website at www.niu.edu/legal/), keep a copy of the report, and give the landlord a reasonable time to remedy the problems. Ten days is usually considered a reasonable period of time for non-health and safety-related repairs. If problems continue, contact Students’ Legal Assistance.

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. Be very specific: size, location, amount of the damages, etc. For example: a 3.5-inch hole 2 feet from the front door. You can also take pictures or make a video recording, but a written list is very important. Students’ Legal Assistance has free forms.

The City of DeKalb has adopted a housing ordinance that is intended to protect health and safety of the public. Both the county ordinance and the city code provide public officials with the authority to require landlords to upgrade sub-standard housing. If the condition of a rental unit outside of the city of DeKalb creates a health hazard and the landlord does not promptly remedy it, contact the County Public Health Department, 815-758-6673.

If you plan to leave the property for a long period of time (such as for vacation or winter break), NEVER turn off your heat, because this may cause the pipes to break resulting in water damage for which you can be held responsible. DeKalb ordinance provides that the heat temperature must be maintained at no less than 65 degrees between 6:30 a.m. and 10:30 p.m. and no less than 60 degrees during other hours. You can also check this with your landlord.
Your landlord is responsible for taking care of any infestation problem (e.g., mice, cockroaches, termites, bed bugs) that is caused by outside conditions. Specifically, ask your landlord if there have been any problems with bedbugs; follow this up with Code Enforcement to find out if there have been any complaints. 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 a **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 do so, call the police. The 1-hour notice does not apply when the landlord is making repairs you have requested. However, when you put in a request, find out how long it will take before repairs can be made. If more than a week, ask to be notified before someone enters your apartment to make repairs.

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

Be careful with **portable heating appliances such as space heaters and propane burners**. Many of these appliances are prohibited by health and safety codes as they become extremely hot and can start a fire. Many 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.

Finally, **be aware that your landlord cannot make substantial renovations** to your premises while you are living there unless you agree to such or unless they are necessary. If not necessary and the landlord is doing this, it would constitute a violation of the “covenant of quiet enjoyment” which is implied in your lease. Contact an attorney immediately if this happens to you. 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**