Your duty as a tenant is to return the residence you have rented in as good condition or better than it was when you moved in, except for ordinary wear and tear.

Your landlord has a duty to maintain the rental unit in a fit and livable condition. If you ask your landlord for repairs in person or over the phone, follow up by sending your landlord written notice of the problem. 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 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.

When you first move in and then again when you move out, you should document the condition of the property by making a detailed written list of all problems and/or by taking pictures or making a video recording. Students’ Legal Assistance has free forms for this purpose. You can access these forms at www.niu.edu/legal/forms/index.shtml

Be sure to contact your landlord to set up the final walk-through (inspection) early enough so that you can make final repairs that the landlord indicates are necessary. Be sure to follow all of the landlord’s suggestions regarding cleaning at the end of the lease, and schedule another walk-through so that you can get written verification that the necessary changes were made.

Be sure to remove all property from the premises; if a roommate has left some property behind, find out if it’s okay for you to remove it. Landlords will charge you for the cost of removal of abandoned property if any property is left behind.

Return all keys. Landlords will typically charge you for re-coring door locks if keys are not returned. Provide your landlord with your forwarding address. The law obligates him to return your deposit in a timely fashion, but to do this the landlord needs to know where you will be living.

According to the Illinois Security Deposit Return Act, a landlord must return a tenant’s security deposit in full within 30 days, OR …

If your landlord keeps any portion of your security deposit, he/she has 30 days after you move out to give you an itemized list of deductions showing the reasons for withholding from your security deposit plus the estimated or actual cost for repairing or replacing each item listed in the statement.
If an estimated cost is given, the landlord must give the tenant the actual receipts within 30 days of the date the itemized list of deductions was given to the tenant.

According to the law, if a court finds that a landlord has refused to supply the itemized statement as required, or has supplied the statement in bad faith, and has failed or refused to return the amount of the security deposit due within 45 days from the date the tenant vacated the premises, the landlord might be liable for twice the security deposit amount.

Also, a landlord who leases 25 or more units, each in a single building or a complex of buildings located on contiguous parcels of land, must pay interest on any security deposit he collects that has been held for more than 6 months.

If you did not receive a timely return of your security deposit, or if you received a refund you believe is unfair, the first step is usually to write a demand letter to the landlord. Students’ Legal Assistance can help you with this process!

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