

Chapter 10

LANDLORD-TENANT REGULATIONS

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10.01 POLICY DECLARATION.

- a) It is the purpose of this Chapter and the policy of the City of DeKalb to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of the landlord and the tenant in the rental units in the City and to encourage the landlord and the tenant to resolve disputes and to maintain and improve the quality of rental housing.

10.02 APPLICATION.

The landlord and tenant may include in any rental agreement, terms and conditions not prohibited by this Chapter and other rules of law including rent, length of the agreement and other provisions governing the rights and obligation of the parties. However, terms and conditions contained in rental agreements shall not conflict with any of the provisions contained herein. All such conflicting terms and conditions shall be void as against public policy. Regardless of the enforceability of such conflicting terms, it shall be a violation of this ordinance for a landlord to propose or to enter into an agreement in violation of this Chapter 10 (or other City Ordinance), which violation shall be punishable by a fine for each day that such violation exists or is permitted to persist.

10.03 SCOPE.

- a) This Chapter applies to, regulates and determines the rights, obligations and remedies related to the operation and occupancy of residential rental units located within the City of DeKalb. However, the following are exempt from application of this chapter:
1. Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, counseling, religious or similar service;
 2. Transient occupancy in a hotel, motel, bed and breakfast, tourist home or tourist court;
 3. Residence at a property wholly owned by the state or federal government or by the DeKalb County Housing Authority.
- b) Additionally, Rooming Houses as defined and regulated in Chapter 14 of the DeKalb Municipal Code are exempt from Sections 10.12 Inspections and 10.16 Registration.

10.04 DEFINITIONS.

- a) Definitions as used in this Chapter

Landlord: the owner or lessor and his/her agents of the rental unit or the building of which it is a part.

Owner: one or more persons, jointly, severally or in common, or any organization, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession. As used herein, an organization shall include a corporation, government, governmental subdivision or agency, trust, estate, partnership, association or any other legal or commercial entity.

Rental Agreement: all agreements concerning the use and occupancy of a rental unit.

Rental Property: rental units and structures.

Rental Unit: one or more rooms in a structure or portion thereof arranged, designed and used as a residence or living quarters by one (1) or more persons who maintain a household.

Structure: a building which contains one (1) or more rental units, including rooming houses, single-family attached or detached dwellings, two-family attached dwellings, and multi-family dwellings, as defined in Section 3.01 of Chapter 23 of the City Code.

Tenant: a person or organization entitled under a rental agreement to occupy a rental unit to the exclusion of others. For purposes of Sections 10.06, 10.07, 10.12 and 10.13, notice to one tenant is sufficient for notice to all signatories of a rental agreement.

10.05 EFFECTIVE DATE.

The provisions of this Chapter shall become effective as provided by law and shall apply to all rental agreements executed on or after that date.

10.06 CODE VIOLATION DISCLOSURE.

Every landlord shall disclose to the tenants, before execution of the rental agreement, all existing violations of any housing code violations provided in the DeKalb Municipal Code and the Unified Development Ordinance that have been cited by the City with respect to the subject property. Such notice must be provided in writing. Failure to comply with this subsection shall be punishable by a minimum fine of One Hundred Dollars (\$100.00).

10.07 TENANT'S RIGHT TO LEASE.

Every tenant has a right to obtain a complete copy of his/her executed lease. Any landlord who refuses to provide a complete copy of an executed lease to the tenant shall be punishable by a minimum fine of Fifty Dollars (\$50.00).

10.08 LANDLORD/TENANT HANDBOOK.

A Landlord-Tenant Handbook is attached hereto as Appendix A and copies are available at the City of DeKalb and/or from the City's internet web site at www.cityofdekalb.com. Every landlord shall make the handbook available to tenants and must possess one (1) copy on the subject property or rental office for review. (2019-047)

10.09 RENTAL AGREEMENTS.

In the interests of protecting the health, safety and welfare of its citizens, this section delineates certain terms as void against public policy and other specific terms as required terms outlined herein. Attached hereto as Appendix B is a model lease for reference by interested persons.

10.10 RENTAL AGREEMENTS – REQUIRED TERMS.

- a) All rental agreements should be in writing, subject to subsection b) of this section. Effective April 30, 2013, all rental agreements shall be in writing and comply with this section.
- b) Every landlord who requires an application fee or a deposit to reserve a rental unit shall disclose in writing, the conditions under which the fee is refundable and non-refundable.

If no such disclosure is made, any such fee and/or deposit shall be deemed refundable. This provision shall not apply to security deposits, which are governed in Section 10.14.

c) Crime Free Housing Lease Addendum

After April 30, 2013, every lease, including lease extensions, shall contain a crime free lease provision, the purpose of which is to make nuisance activity, not limited to violent or drug related criminal activity, engaged by, facilitated by or permitted by the tenant, member of the household, guest or other party under the control of the tenant, a lease violation, and to provide the landlord with authority under that clause to initiate eviction proceedings pursuant to state law. The crime free lease provision shall be in substantially the following form:

Crime Free Housing Lease Provision
Prohibition Against Nuisance Activity within the City of DeKalb

i. *Notice of City of DeKalb Ordinances:*

The City of DeKalb has enacted the following in its Code of Ordinances:

- (1) Chapter 52, Section 52.06 – Disorderly House: This Section prohibits nuisance activity, defined as unlawful activity, on properties located within the corporate limits of the City of DeKalb;*

Crime Free Agreement:

In consideration of the execution or renewal of a lease of the rental unit identified in this lease (the "leased premises), Owner (or Owner's agent or representative) and resident/tenant agree as follows:

- 1. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate unlawful activity in, on, at or about the leased premises at.*
- 2. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not permit the leased premises to be used for, or to facilitate, unlawful activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.*
- 3. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.*

4. *The Tenant is vicariously liable for the unlawful activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.*
5. *In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.*
6. *For purposes of this Lease Section, unlawful activity shall mean:*
 - (i) *Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Purchase or Acceptance of Gift of Liquor by Persons Under Age 21) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20, or similar City of DeKalb ordinance.*
 - (ii) *Any offense that constitutes a felony or misdemeanor under the Illinois Criminal Code of 1961, 720 ILCS 5/1-1 et seq.*
 - (iii) *Any offense defined and prohibited by Chapter 52, "Offenses against Public Peace, Safety and Morals" of the City of DeKalb Municipal Code.*
 - (iv) *Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 1961, 720 ILCS 5/8-1, et seq., which is relative to the commission of any of the aforesaid principal offenses.*
7. *Violation of any of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of the tenancy, provided, however, a tenant shall not be retaliated against nor evicted when merely a victim of any unlawful act prohibited herein, but shall be responsible for the acts of his/her guests and persons under his/her control. A single violation of any of the provisions hereof shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Tenant consents to venue in any court within the county wherein the unit is located in the event Owner initiates legal action against the tenant. Tenant hereby waives any objection to any venue chosen by Owner.*

To the extent permitted by law, tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, if served upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a tenant, co-signor,

occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease, the undersigned hereby waives any objection to service carried out under the terms of this agreement.

- d) A provision must be included in a lease to authorize a Landlord to ban tenant guests whose conduct is prohibited by the Crime Free Housing Lease Addendum, as described in subsection (c) of this Section.
- e) A provision must be included in a lease expressly advising tenants of the potential for inspection of properties deemed to be Chronic Disorderly Houses under Chapter 52 of the City Code of Ordinances, of the No-Trespass Agreement and Banned List provisions of Section 10.20 of this Code, and of the applicability of all other City Ordinances to the lease.
- f) Failure to comply with this section shall be punishable by a minimum fine of Two Hundred and Fifty Dollars (\$250.00).

10.11 RENTAL AGREEMENTS—PROHIBITED TERMS.

- a) The following terms in rental agreements are prohibited and void against public policy:
 - 1. Waivers of rights, obligations or remedies contained in this Chapter;
 - 2. Waivers of statutory rights provided under state or federal laws;
 - 3. Confessions of judgments;
 - 4. Unilateral entitlements to attorney's fees by either party. However, it is permissible for leases to allow for recovery of attorney's fees to the successful party in litigation;
 - 5. Absolute prohibitions on subleasing options of a tenant, however, landlords may reject potential sub-lessees for legitimate business reasons or in accordance with a standard screening process;
 - 6. Automatic renewal of a lease for a renewal term of more than thirty days by reason of the tenant's failure to renew unless said provision is specifically initialed by both parties;
 - 7. Waivers of warranties of habitability of the premises;
 - 8. Prohibitions indicating that service animals are precluded from occupancy within a rental premise, in violation of any applicable federal or state law or regulation. (2015-36)

- b) The terms prohibited herein shall be void against public policy and unenforceable. Any landlord who knowingly attempts to enforce such a prohibited term or includes such a prohibited term in a lease after receiving notice, shall be liable for an amount equal to one (1) month's rent in addition to compensatory damages sustained by the tenant, including court costs and reasonable attorney's fees. Separately, it shall be a violation of this ordinance to include such prohibited terms, and such violation shall be punishable by a fine, with each day that said lease including prohibited terms is permitted to remain in place constituting a separate offense.

10.12 END OF LEASE INSPECTION.

Any tenant who intends to vacate a rental unit may require an inspection with the Landlord, the results of which will be put in writing. The time of such inspection shall be mutually agreed upon by the landlord and the tenant. If either party fails to appear for the scheduled inspection without good cause, said party shall pay to the other party Fifty Dollars (\$50.00) as an attendance fee. Said inspection is in addition to the requirements specified in Section 10.14, Security Deposit Return.

10.13 LANDLORD ACCESS.

- a) Landlord, as owner of the rental unit, has the right to enter the premises upon reasonable notice at reasonable times. Reasonable notice shall be one (1) hour prior notice in advance of entry, unless tenant has given prior consent for maintenance and repairs and the entry is to inspect for or make said repairs. A tenant who makes a request for maintenance or repairs shall be presumed to consent to entry for this purpose, without separate one (1) hour notice being required. Entry between 8:00 a.m. and 8:00 p.m. shall be presumed to be reasonable. At the time of entry, a knock on the door and a verbal hello or a phone call immediately prior shall be considered reasonable warning of entry.
- b) Landlords may enter the premises with reasonable notice for the following reasons: inspection for maintenance; to make necessary or agreed repairs or improvements; supply necessary or agreed services; conduct inspections required by governmental agencies; when repairs elsewhere in the building require such access; show the unit to prospective or actual purchasers, mortgagees or tenants. In case of emergency, no prior notice or consent is necessary.
- c) Nothing herein prohibits the parties from consenting to Landlord's access at any time by mutual consent. Such consent cannot be included in a lease and cannot be made a condition of renting a unit.

10.14 OBLIGATIONS OF LANDLORD.

- a) Security Deposits

1. A landlord who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the rental unit may not withhold any part of that deposit as compensation for property damage unless the landlord has, within thirty (30) days of the date that the lessee vacated the premises, furnished to the lessee, delivered in person or by mail directed to his last known address, an itemized statement of the damage allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If the landlord utilizes his/her own labor to repair any damage caused by the tenant, the landlord may include the reasonable cost of his/her labor to repair such damage. If estimated cost is given, the landlord shall furnish the tenant with paid receipts, or copies thereof, within thirty (30) days from the date the statement showing estimated cost was furnished to the tenant, as required by this Section. If no such statement and receipts, or copies thereof, are furnished to the tenant as required by this Section, the landlord shall return the security deposit in full within forty-five (45) days of the date that the tenant vacated the premises.
2. Any waiver of the requirements contained herein shall be ineffective unless such waiver is made in writing by every individual tenant. A written authorization signed by any absent tenant shall be sufficient to authorize a waiver.
3. Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits provided, the lessor shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees.

b) Rules and Regulations Regarding Rental Units:

1. The landlord, from time to time, may adopt general rules or regulations concerning the tenant's use and occupancy of the premises. They are enforceable only if:
 - i. Their purpose is to promote the convenience, safety or welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities among tenants;
 - ii. They are reasonably related to the purpose for which they are adopted;
 - iii. They apply to all tenants in the premises in a fair manner;
 - iv. They are sufficiently explicit to fairly inform the tenant of what he must or must not do to comply;
 - v. They are not for the purpose of evading the obligation of the landlord; and

- vi. They are attached to the rental agreement so that the tenant has notice of them at the time he enters into the rental agreement.
 2. A rule or regulation adopted after the tenant enters into the rental agreement that substantially modifies his lease agreement is not enforceable unless the tenant consents to it or unless a change in local, state or federal law requires the regulation change. The term "substantially modifies" shall mean a change which significantly affects the use of the premises or its fair rental value.
- c) Disclosure:
1. The Landlord or any person authorized to enter into a rental agreement on his/her behalf shall disclose to the tenant in writing on or before the commencement of the tenancy:
 - i. The name, address, and business and emergency telephone phone numbers of the owner; and
 - ii. The name, address, and business and emergency telephone numbers of the property manager, if any.
 2. A person entering into a rental agreement on behalf of a Landlord or Owner who fails to comply with subsection c1 of this section becomes an agent of each person who is a Landlord for:
 - i. Service of process and receiving of notices and demands; and
 - ii. Performing the obligations of the Landlord under this article and under the rental agreement.
 3. The information required to be furnished by subsection c1 of this section shall be kept current. Subsections c1 and c2 of this section extend to and are enforceable against any successor Landlord or property manager.
 4. Before a tenant initially enters into or renews a rental agreement for a rental unit, the Landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing any existing code violations which have been cited by the City for the rental unit. If the Landlord fails to comply with this subsection c4, the tenant may pursue such remedies as are available by law.
- d) Maintenance of Premises:
1. The landlord shall maintain the premises in substantial compliance with applicable codes of the City and shall promptly make any and all repairs necessary to fulfill this obligation.

2. The landlord and tenant of any rental unit may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:
 - i. The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord or tenant and is set forth in a separate writing signed by the parties and supported by adequate consideration; and
 - ii. The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

e) Access to Rental Unit:

1. The landlord shall not abuse the right of access to the rental unit or use it to harass the tenant. Except in cases of emergency, the landlord shall give the tenant at least one (1) hour notice of his or her intent to enter and if at all practical may enter the unit only between eight o'clock (8:00) a.m. and eight o'clock (8:00) p.m. The landlord may enter a rental unit only for the following purposes:
 - i. To conduct a necessary inspection of the premises,
 - ii. With the City during the investigation of a complaint of violations of this code,
 - iii. To make necessary or agreed repairs, decorations, alterations or improvements,
 - iv. To supply necessary or agreed services,
 - v. To show the rental unit to prospective purchasers, mortgagees, tenants or workers, or,
 - vi. To ensure the safety of the occupants of such rental unit, when accompanied by City police department or public safety personnel.
 2. The landlord may enter the rental unit without consent of the tenant in case of emergency. For purposes of this provision, the term "emergency" shall refer to a situation wherein access to the rental unit is necessary in order to prevent damage or destruction to the unit, or to the fixtures, equipment, appliances, furniture and other personal property contained therein, or in order to protect any person from injury. Nonpayment or delinquent payment of rent shall not constitute an emergency.
- f) Limitation On Liability: Unless otherwise agreed, a landlord who sells the premises is relieved of liability under the rental agreement and this Chapter for events occurring subsequent to notice to the tenant that the sale has occurred. However, he/she remains liable to the tenant for any property and money to which the tenant is entitled, including security deposits unless the tenant receives notice that such property, money and prepaid rent have been transferred to the buyer, and that the buyer has accepted liability for such property, money and prepaid rent.

- g) Receipts: Upon request of the tenant, a landlord must provide a written receipt for any payment made (i.e., rent, security deposits, etc.). If payment is made by personal check, the canceled check shall be considered a receipt.

10.15 EMERGENCY REPAIRS.

- a) Unless explicitly provided in the applicable lease, tenants are not entitled to cause repairs or make repairs to the rental unit except in emergency situations as explained herein. In an emergency situation, where the defective condition threatens the life and safety of the tenant, the tenant may make the necessary repair, but only after engaging in reasonably diligent attempts to notify the landlord. Such attempts should be simultaneously documented.
- b) Landlords should provide a list of acceptable contractors to tenants if such an emergency circumstance arises. Upon presentation of a paid bill by tenant to landlord for emergency repair, the landlord shall reimburse the tenant within thirty (30) days for reasonable expenses. It is presumed that expenses of contractors listed on an approved list by Landlord are reasonable. A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his/her family, or any other person on the premises with his consent.

10.16 REGISTRATION AND EDUCATIONAL PROGRAMMING.

- a) Every landlord must register its rental property annually with the City of DeKalb. Registration forms and the required annual registration fee shall be submitted by not later than December 1, to be effective for the following calendar year. The registration shall specify every rental unit and further provide complete information required on the registration application in the form provided by the City Manager or his designee. Every landlord must ensure that the information contained in the registration form is maintained on a current basis, providing updated information to the City within ten (10) days of any changes. Every landlord must designate and register a local agent, above eighteen (18) years of age, who resides within DeKalb County and is authorized to receive process for any legal proceeding initiated to enforce the provisions of this Chapter. Registration information shall be available to the general public upon request. Any landlord who rents a rental unit that has not been registered with the City or fails to update information required for registration will be subject to a fine of up to Three Hundred Dollars (\$300.00) per subject property, for each day that the violation is permitted to persist.
- b) Annual registrations shall be accompanied by an annual registration fee, as follows:
1. As determined by the City Council from time to time.

Municipal Code - City of DeKalb
Chapter 10, "Landlord-Tenant Regulations"

- c) Any landlord registering property at any time after December 1 preceding the year of registration shall be subject to a late registration fee of \$50, plus \$5 per unit, up to a maximum of \$1,000.
- d) For Calendar Year 2013, there shall be a four-month grace period, from January 1, 2013 through April 30, 2013, for registration to be completed. Any rental property not registered by April 30, 2013 shall be in violation of this Ordinance and shall be subject to fine and late registration fees. Regardless of the date of registration, all subsequent years' registrations shall follow the calendar year and there shall be no proration of annual registration fees.
- e) There shall not be a fee for updating registration/ownership data with the City, in the event of a change in designated manager. However, should a rental property change ownership, a new registration must be submitted, along with an annual registration fee, within thirty (30) days of such change in ownership.
- f) Landlord Educational Programs:
 - 1. The City shall conduct landlord educational programs for landlords on an annual basis, advising of strategies for crime prevention and avoidance, updates to City Codes or applicable regulations, techniques for better interaction with tenants, and similar matters. Such training may also include information regarding allowance of service animals within rental premises. (2015-36)
 - 2. All landlords shall be required to attend an Educational Program conducted by the Police Department within the first year of initial registry. (2014-11)
 - 3. Once Landlords have completed the Educational Program, they shall not be required to complete the educational program again unless one of the following events occurs: (2014-11)
 - i. Landlords who reach the second or subsequent stages of the City's Chronic Disorderly House ordinance may be required by the Chief of Police to complete the Educational Program on an annual basis as a component of their remediation plan. (2014-11)
 - ii. In the event that there is a substantial change in crime patterns, applicable regulations, or landlord-tenant or rental property conditions in the City, the Chief of Police may declare that an additional session of Landlord Educational Programs is required, in which case the City shall conduct such training and all landlords shall be required to attend. (2014-11)
 - 4. The failure to attend a Landlord Educational Program as required shall be regarded as a failure to register, punishable by a fine and late registration fee accordingly. (2014-11)

5. For purposes of the Educational Program, the person designated as the contact person for each rental property must attend the Educational Program in the initial year of registration. A person responsible for multiple properties shall be required to attend only one Educational Program upon registration or required remedial training (not one session per property). (2014-11)

10.17 SAVINGS CLAUSE.

Should any section, paragraph, sentence, clause, phrase, or word of this Chapter be declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs, or sections of this Chapter, since the same would have been enacted by the City Council without the incorporation in this Chapter of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph or section.

10.18 OTHER RIGHTS AND REMEDIES.

To the extent that this Chapter provides no right or remedy in a circumstance, the rights and remedies available to landlords and tenants under the laws of the United States, the State of Illinois and any other local law shall remain applicable.

10.19 DISCLOSURE OF FLOOD RISK.

It shall be unlawful for a Lessor who rents premises for any use which are located within an area designated as a special flood hazard area according to the current official City of DeKalb Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM) to fail to provide written notice of this fact to all prospective Lessees of said premises prior to the execution of any written lease(s) entered into between the parties.

- a) Form of Notice. The notice referred to above shall be contained on an 8 ½" x 11" sheet of paper with no less than 12-point type and shall be in a form prescribed by the Chief of Police. Following the execution of the notice, the lessor shall promptly provide a copy of the executed notice to the lessee(s).
- b) Delivery of Notice, Presumptions. In the event of a dispute between Lessor and Lessee concerning the delivery of said Notice required herein, failure by the Lessor to produce an original or copy thereof executed by the lessee shall create a rebuttable presumption that the Lessor failed to deliver said Notice as required.
- c) Enforcement. Lessors violating this Section shall be liable and shall pay a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00) per occurrence.
- d) Civil Action. This Section shall not prevent any lessee from pursuing any civil claim, remedy or action for damages resulting from a violation of this Section.

10.20 BANNED LIST / NO TRESPASS AGREEMENTS.

- a) No Trespass Agreements. The Chief of Police or his designee is and shall be authorized to enter into No Trespass Agreements with landlords, property managers or other property owners (whether of rental property or otherwise), in a form acceptable to the Chief of Police and the property owner, providing that sworn personnel from the City's Police Department shall be authorized to give persons trespassing on private property notice to leave, and to sign complaints against such persons should they remain on or return to the private property.

- b) Banned List. As a component of such No Trespass Agreements, property owners or managers shall be authorized to provide the City with a "Banned List" identifying persons who have been prohibited from entering upon specified properties within the City. To include a person on the Banned List, the owner or property manager shall include such detail as the Police Department shall require to positively identify a person. In addition, it must be shown that any person on the banned list has received actual notice that they are not permitted to trespass upon the private property in question, either by in-person, actual notice, or by written notice acceptable to the Police Department. The Police Department shall be authorized to sign a complaint against any person listed on the Banned List who enters upon or returns to private property from which he or she is banned. The owner or property manager's decision to include a person on the banned list shall supersede any contrary direction from any tenant or lessee.

The DeKalb Tenant's Handbook



Distributed by:

The Crime Free Housing Bureau
700 W. Lincoln Highway
DeKalb, Illinois 60115

Revised: July 8, 2019

INTRODUCTION

This guide was developed in conjunction with the passage of the DeKalb Landlord-Tenant Ordinance 01-99, which took place in November 2001. The ordinance was revised in December 2012 with the passage of the DeKalb Landlord-Tenant Ordinance 12-89, and again in May 2014 via Ordinance 14-11. While it is labeled “The DeKalb Tenant’s Handbook,” the guide is equally intended for the use of landlords, particularly new landlords, and other parties interested in rental housing in DeKalb.

The handbook undertakes to provide the basic information you will need to find a rental unit appropriate to your needs and to become knowledgeable about your rights and responsibilities as a tenant. The handbook, like the Ordinance, proceeds on the assumption that the better informed tenants and landlords are about their legal rights and duties, and the more good faith communication takes place between them, the more positive and mutually beneficial their relationship will be. This handbook seeks to promote a high standard of integrity and ethical standards of conduct for our landlords. Landlords are encouraged to stay abreast of current and pending laws and legislation. The handbook calls for maintaining properties in accordance with the appropriate governmental regulations and to be in full compliance with Fair Housing Laws. It is hoped this publication will prove to be a handy reference and will make your rental experience in DeKalb less confusing and more enjoyable. Text of the entire Ordinance 14-11 is found in the Municipal Code, Chapter 10, “Landlord-Tenant Regulations”. Copies are available from the Crime Free Housing Bureau.

DISCLAIMER

This handbook provides the fundamentals on rental agreements and landlord-tenant relations. Since it is impossible to outline all possible situations, it would be best to consult an attorney. Unless specifically stated, the ideas and alternatives present here are not necessarily those that are required by the City of DeKalb and/or State of Illinois. Statutory materials referred to in the text should be examined by a tenant’s own legal counsel as to their current legal status. The DeKalb Landlord-Tenant Fact Finding Committee, which prepared this handbook, assumes no responsibility for actions tenants take as a result of utilizing the material presented in this handbook.

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5. TELEPHONE DIRECTORY

- DeKalb Area Resources (City & County)
- State of Illinois Resources
- Miscellaneous

1. THE HOUSING SEARCH

WHERE TO LOOK

DeKalb offers a wide variety of housing for purchase or rental. Houses and apartments of many types and styles are available in all price ranges.

NIU'S OFF-CAMPUS HOUSING SERVICE offers a website for housing searches.
<http://www.och.niu.edu>

THE NORTHERN STAR HOUSING GUIDE – This is a comprehensive listing of area apartments published by The Northern Star on an annual basis. It is available either in print or at the Star's website.
https://northernstar.info/housing_guide/

The DeKalb Area Rental Association (DARA) offers a website for a host of information for landlords and tenants including units

NEWSPAPERS – Landlords advertise available apartments in the local newspapers including The Northern Star and the DeKalb Daily Chronicle. Tenants who are actively seeking people to take over an existing rental arrangement through a sublease also make use of newspaper advertising.

HOW TO LOOK

Apartment hunting requires patience, stamina, organization, time and comfortable shoes. Start looking at least two months (1 semester for students) before the move. July and August are the “big move days” for students in DeKalb. Last minute hunts at the start of a semester can be a disaster.

Call to make an appointment to see the apartment. Ask for the name of the person who will show you the apartment. Ask questions about the apartment and write down the information. Give your name and the home and work phone numbers where you can be reached. Be prompt for your appointment. Put your best foot forward. A clean, presentable appearance will give the landlord a good first impression. Acting in a professional manner will more than likely result in being treated in a serious and professional manner by the landlord.

WHAT TO LOOK FOR

A number of important factors are often overlooked in the haste and confusion of the apartment search. This extensive checklist may help you remember most of the things you would want to consider in an apartment. Make several copies of this checklist and use it to decide on your next apartment. Not all items on this list are equally important, so you may want to consider the positive and negative points. Obviously, a master antenna is not as important as having enough hot water.

GENERAL ITEMS TO LOOK FOR:

- adequate size for your household
- clean lobby and halls
- locked entrance
- good lighting
- good locks on doors and windows (Do they stick when opened and closed?)
- no draft around windows
- screens and storm windows
- brackets, rods, shades
- no water stains on walls, floors and ceilings
- clean, working appliances - kitchen and bathroom
- enough electrical outlets (Do they all work?)
- telephone jacks
- master TV antenna

- enough daylight
- repair services (How fast are they made?)
- garbage pick-up (Location and how often made?)
- adequate heat
- enough hot water
- good water pressure (Turn on faucets to check.)
- clean walls, floors and ceilings (No holes, cracks, chips or scales.)
- fresh paint
- superintendent on premises
- smoke alarm near bedrooms and in stairways
- safe stairs
- no roaches, mice or other vermin
- parking
- storage (Is there adequate closet space? Enough cabinets? Basement facilities?)
- laundry facilities in building or nearby
- locked mailboxes
- access to Huskie Line Buses
- air conditioning
- building wired for cable access

WALLS, FLOORS, DOORS

- If the floors are wooden, are they well stripped, sealed or painted?
- Is there carpeting? Is it clean and in good shape?
- What is beneath the carpeting? Rotten flooring, broken linoleum or tile, concrete?
- Are the floors level? Do they ripple, sink, rise or slant?
- Does the hardware work? Check door locks, window latches and other hardware.

BATHROOM

- Is the sink clean? Does the drain leak?
- Does it drip? Are there rust or wear marks in the bowl?
- Does the toilet flush and completely empty?
- Is the toilet seat clean and in good shape?
- Does the toilet shut off or continuously run after flushing?
- Is the bathtub clean, unstained and un-chipped?
- Does the tub drain work? Does it leak?
- Is there a working showerhead?
- Is there a shower curtain rod?
- Is there a medicine cabinet? Is it clean and in good shape?
- Are there mirrors? Towel Rods?
- Are the lighting and electrical outlets usable and safe?

KITCHEN

- Does it have a stove and refrigerator?
- Condition of kitchen sink - Is it clean or is it marred, scratched, stained, rusted or dented?
- Are faucets and controls working? Any dripping?
- Does sink drain well? Does drain seal?
- Is the stove clean? Does it work? Does door seal tightly?
- Are there adequate kitchen cabinets and counter tops?
- Is the kitchen floor in good shape? Cleanable?
- Can kitchen be ventilated either through a window or vent fan?
- Electric or gas stove? Who pays? (If you, how?)

ELECTRICAL SERVICE

- Are there sufficient outlets to avoid overloading?
- Will outlets take grounded (three-pronged) plugs?
- Is there a 220-volt service for a big air conditioner? Computers?

- How is the wiring? Are there modern switches?
- When was the apartment rewired? (What year?)
- Where is the circuit breaker box located?
- If a small building (2 or 3-flat), does your meter only cover your unit? Do you have common area service on your meter that you pay for, or does the management pay for it?

Write down everything that is wrong with the apartment so you can ask if the landlord is prepared to make the needed repairs as a condition of your agreement to rent the apartment. Make a list of all the repairs the landlord agrees to make and have him sign it when you sign the lease.

WHAT TO ASK

There is a great deal of information which cannot be obtained from a visual inspection of the apartment. For this reason, it is important to try to speak with other tenants and in the building. Ask them such questions as:

1. Is routine maintenance adequate and prompt?
2. Are complaints responded to quickly and is the landlord accessible?
3. Is the building unusually noisy? How will the landlord enforce a “quiet lifestyle” provision in the lease, if such a provision is included in your lease?
4. Are appliances cared for properly?
5. Have rent increases been excessive?
6. Does the Landlord have a good reputation?
7. Is the apartment shown a model of the actual apartment being offered? (Always ask to see the actual apartment to be rented.)

Whatever the premises you choose, the quality of your experience as a tenant will be substantially affected by the relationship you develop with your landlord. The essential nature of the landlord/tenant relationships is a legal and business one. The best landlords, as well as the best tenants, are those who live up to their legal responsibilities fully and promptly.

You can examine court records in the DeKalb County Circuit Courthouse to see how many times your landlord has been sued by tenants and why. Fairness dictates that you take all such information with a grain of salt since much of it is one-sided. Nonetheless, landlords who have consistently mistreated their tenants or failed to maintain their apartments usually have earned a bad reputation among their tenants.

You should find out from the rental agent who the owner or manager is and clarify the following kinds of issues directly with them before you move in:

1. The amount of rent, when it is due, and to whom it is paid.
2. Is there a regular janitor; what are his duties?
3. Do you pay extra (how much) for utilities, storage space, air conditioning, parking space, connection to master antenna, use of recreation areas (pool or tennis courts), installation of special appliances, late payment of rent, pets, etc.?
4. Who should the tenant contact with maintenance and repair items?
5. What is the 24-hour phone number(s) for emergencies? (Required by City Ordinance.)

FINANCIAL AND CREDIT INFORMATION

One of the most important things to consider when renting is the total cost of the apartment. In determining the amount, you can afford to pay each month, consider using 30% of your monthly gross income (before deductions). In addition to rent, the total cost will include such items as utilities and parking. Be sure you know exactly what you will be financially responsible for to avoid later surprises. Tenants should also secure renter’s insurance.

Consider the amount of money you will have to lay out initially for the unit. These costs will include a security deposit (usually one month’s rent) the first month’s rent plus a possible last month’s rent, in addition to the cost of moving itself.

Usually landlords require detailed credit information from a credit bureau at your expense (usually \$50). It is a good idea to get your own credit report from a credit bureau before applying for an apartment in order to know your current credit rating. Be accurate when filling out the lease application. The landlord has the right to terminate a lease if any information on the application is false.

APPLICATION AND APPLICATIONS FEES

If you are interested in the apartment, ask to fill out an application. If there is a credit check fee and/or application deposit fee involved, or deposit to hold the apartment, FIND OUT IF IT IS REFUNDABLE and, if so, how much notice you must give the landlord that you do not want the apartment. Section 10.10 of the DeKalb Municipal Code requires that landlords provide a written statement indicating whether any deposit paid by the tenant is refundable or not, and the terms under which the deposit will be handled. If the landlord does not provide such written statement, any deposit paid (not including the Security Deposit) is considered refundable under the ordinance.

Remember that a deposit does not guarantee that you will get the apartment; it just confirms your interest to rent the apartment. Application deposits vary and in price from as low as \$50 up to a full month's rent.

It is a good idea to look at many apartments and submit several applications, for two reasons. First, there is a tremendous variety of housing in DeKalb and while the first apartment you look at may look good, chances are that you may find something you like better. Secondly, there is a high demand for housing and many people are competing for the same apartment. So, the fact that you filled out an application does not necessarily mean that you will be selected as the tenant.

ROOMATES

A good roommate can make life easier. The opposite is also true. After the hard work of finding the perfect apartment, tenants frequently neglect to determine if their future roommate is financially stable and reliable. It is also very important to know each other's expectations regarding your individual lifestyles and joint obligations.

The vast majority of landlords require all roommates to sign the same lease. Leases that make all the individual tenants sign the same document typically include a provision applying the principle of "*Joint and Several Liability*." This principal states that each tenant will be personally responsible for the performance of all of the obligations under the lease, including the payment of rent. If one of the tenants fails to pay rent, all of the other roommates will be responsible for making up his or her part of the unpaid rent. The same situation applies under all other obligations such as cleaning and making sure that the apartment is kept in good order. If you and your landlord agree that each tenant is responsible only for their share of rent, this understanding needs to be put in writing and made part of the lease; otherwise, the principle of "*Joint and Several Liability*" will apply.

Since you can be held liable for your roommates' share of the rent and other charges, it is important that you know if one of the tenants fails to pay their portion of the rent. Under the law, the landlord can evict you if any part of the rent remains unpaid and can pursue you even after you have been evicted. If you receive a Five-Day Notice of Eviction or other communication from the landlord relating to delinquent rent, do not ignore it. **SEEK LEGAL ASSISTANCE IMMEDIATELY.**

If one of your roommates moves out, it is in your self interest to look for a new roommate to help pay the rent and utilities. Although the roommate who leaves remains legally bound to the lease, most landlords require the remaining tenants to pay the difference in rent, rather than pursue the departed co-tenant for his share. You also have the ability to sue your ex-roommate for any amounts of rent or utilities you have to pay because of their default. However, this person may be *judgment proof*, meaning that you may not be able to collect money from your ex-roommate even if you are successful in a lawsuit.

The best way to solve these problems is to avoid them in the first place. It is, therefore, prudent to find out as much as you can about your prospective roommates, in particular, how each person expects to pay rent. It is wise to enter into a written Roommate Agreement before or at the same time you sign the lease to clarify your mutual financial obligations, as well as the understanding you have reached concerning your living arrangements.

(WARNING: You should not sign a lease unless all roommates sign together. If one or two roommates sign a lease and others fail to do so, the persons who signed the lease are legally obligated to fulfill the terms of the lease. They may not be in the financial position to do so.)

Here are some things prospective roommates should discuss and decide together:

1. How to pay the rent. Should each roommate write a check for their share? Should one roommate collect the money from the others and write one check? What if someone's rent is late?
2. Telephone and Utilities. In whose name should utilities be listed? Who will collect the money and make sure bills are paid on time? (Sharing these responsibilities is a good idea.)
3. Food. Do any of you have strong feelings about food that will affect your roommates? Are you going to buy food collectively? Will you have household meals or eat separately? How will you divide shopping, cooking and cleaning duties? How much money do you as a household want to budget for food? Is this equitable and affordable for everyone? If food is bought and owned separately are there separate storage places in the refrigerator and cabinets for each person's food? May one roommate use another's food? If so, how soon must it be replaced or paid for?
4. Household Duties. What is each roommate's idea of a clean/messy room or house? How clean should the place be? Who is responsible for cleaning the areas that you share? How often? How should you divide up the work? Who takes out the garbage? Who waters the plants? Who is going to water and mow the yard?
5. Smoking, Drinking and other activities. Are these activities okay in general? Okay if confined to the roommate's room? Not okay at all? What about friends who smoke, drink or do other activities when they visit?
6. Guests. How do you feel about each other's friends? How about overnight guests? Where can they sleep? How often may they come? How long may they stay? How about parties? How often? Do you want any house rules? Who will provide food/drink and who will clean up?
7. Male Friends/Female Friends. Are present (or future) friends allowed to spend the night and how often? At what point do they stop being "overnight guests" and become roommates who must share in the rent and household duties? To become additional roommates, do they first need the approval of the other roommates? Is such an arrangement permitted under your lease?
8. Privacy. What is each roommate's need for privacy?
9. Noise. At what hour should loud noise end so roommates can study or sleep?
10. Study Habits. How important are grades? When and where do you like to study? Do you need absolute quiet to study?
11. Sharing and borrowing. May things like stereos, televisions and kitchen equipment can be shared or are they off-limits? Are there any rules about their use? May roommates borrow each others clothes, books, CDs, etc? Must they get permission each time?
12. Pets. Are pets allowed? Are there any limits? Who will feed and care for pets? Do pets have full run of the place or are they confined to the owner's area?
13. Security. Should doors be locked at night? When no one is home? Where will you keep an extra key? Should anyone besides the roommates have a key or know about the extra key? (Making extra copies of keys to the rental unit might be prohibited by the lease).
14. Telephone Messages. How should you answer the phone? Where should messages be written and kept? How should you handle roommate's parents when they call?

15. Moving Out. Should each roommate pay a deposit to cover damages and costs of early move-out? For what reasons would all or part of it be withheld? If a roommate leaves, will he/she have to find a replacement? Will he/she have to pay rent until the replacement moves in? What notice must the roommate give of his/her intent to leave? What limits, if any, are going to be put on a departing roommate's right to sublet their share of the apartment to someone else?

16. Interests. What do you each like to do? Are there common interests or activities that you can share (Skiing, movies, etc.) that will enhance your relationship as roommates?

It would be helpful to write down the agreements you and your roommates reach. A written roommate agreement: 1.) Ensures that the agreement is clear and acceptable to everyone; 2.) encourages roommates' commitment to them; 3.) prevents faulty memory from causing disagreement about the agreements; and, 4.) is enforceable legally.

Anticipate problems before they arise and talk about irritations before things escalate into major issues.

2. STATE AND MUNICIPAL LAW REGARDING RENTING

There are several laws and regulations that are applicable to different aspects of the rental relationship. The following sections explore the primary ways in which the law affects the Landlord-Tenant relationship but is in no way an exhaustive list. Please consult an attorney for further explanation if you understand that any of these laws are particularly applicable to you in any situation and/or dispute.

FAIR HOUSING LAWS

Every American has the right to choose where to live in dignity and without fear of discrimination. This is a fundamental right guaranteed to all. It cannot be denied to anyone because of race, color, national origin, religion, sex, familial status or handicap.

Fair housing laws promote equal opportunity in obtaining housing by prohibiting unlawful discrimination and providing remedies for violations. There are many fair housing laws including ones stemming from the Illinois Constitution, the Illinois Human Rights Act and Title 8 of the Civil Rights Act of 1964, also known as the Fair Housing Act, and Chapter 49 of the DeKalb Municipal Code, which establishes the local human rights policy and the Human Relations Commission.

Federal and state fair housing laws protect tenants from being treated differently based on their membership in any of the following protected classes: race, color, religion, sex, national origin/ancestry, familial/parental status, handicap, age, and military discharge. The DeKalb Human Relations ordinance prohibits discrimination based on these factors, and in addition student status and sexual orientation.

You should seek legal counsel if a landlord or manager does any of the following based on your membership in the above protected classes:

- *refuses to rent to you
- *refuses to show you an apartment
- *advertises in a discriminatory way
- *falsely denies that housing is available
- *only shows you apartments in certain areas
- *discriminates in the conditions or terms of rental, amount of rent, amount of prepaid rent, amount of security deposit
- *discriminates in the services or facilities available
- *intimidates, interferes or coerces you to keep you from the full benefit of the Fair Housing Law

If you suspect that your rights have been violated, contact an attorney or the United States Department of Housing and Urban Development at 800-669-9777, or the DeKalb Human Relations Commission c/o City Manager's Office at 815-748-2093. NIU Students should call Students' Legal Assistance at 815-753-1701.

REPAIRS/HOUSING CODES

DeKalb Property Maintenance Code (Chapter 24, Article 10 of the Municipal Code) provides the following:
Environmental requirements:

- *free of insects, ants, vermin and other pests
- *public areas (sidewalks, steps, driveways, parking spots) free of snow, ice and debris

Exterior structures

- *exterior walls free of holes, breaks, loose or rotting boards or any conditions that admits rain or dampness into interior
- *roof free of leaks, conditions that admit dampness or deterioration in walls
- *windows and exterior door frames weather tight
- *windows free of cracks, open easily and in good repair
- *from March 1st to November 30th, every door and window have adequate screening
- *door hinges and latches on exterior doors in good condition

Interior structures

- *interior walls, ceilings and floors structurally sound, no peeling paint, cracked or loose places or damaged wood
- *all exit doors open easily from the inside without a key
- *railings or handrails on all balconies, open doors of stairs, landings and porches Light,

Ventilation and Space requirements

- *at least one window that is unobstructed in every habitable room
- *adequately lighted hallways and stairways
- *one window that easily open in every habitable room
- *access to each bedroom without going through another habitable space
- *every bathroom and toilet room shall have a window or ventilation system exhausted to the exterior

Plumbing, Faucets and Fixtures

- *must contain a toilet, kitchen and bathroom sinks and a bathtub or shower
- *water fixtures properly connected in good working order and supplying hot and cold water

Mechanical and electrical requests

- *heating unit sufficient to maintain a comfortable temperature
- *all cooking devices and heating equipment properly installed, safely maintained and in good working condition
- *two separate and remote electrical outlets or one ceiling and one wall outlet in every habitable room
- *all electrical outlets, fixtures and systems maintained in a safe manner
- *all electrical equipment, wiring and appliances installed and maintained in a safe manner

Sanitary Conditions

- *adequate garbage storage facility
- *adequate garbage removal service

Safety

- *deadbolt locks on all doors to the outside
- *functioning smoke detector and carbon monoxide detector if necessary
- *off street parking lot maintained free of heavy snow accumulation

What to look for in Rooming Houses?

- *one toilet, sink and shower for every 8 tenants
- *cooking allowed only in areas designated as a kitchen

The City of DeKalb has a vigorous Housing Code enforcement program to help maintain the quality of housing in the community. Tenants have the right to have their apartment inspected by a City inspector whenever they suspect a violation of the Property Maintenance Code, and the management refuses to make corrections.

If you suspect a violation, contact your landlord first. If management fails to take action on the complaint, call the City of DeKalb, Code Enforcement Division at (815) 748-2070 and ask to have an inspector come to your apartment. The inspector will make an appointment with you to perform an inspection and inform you if the condition is a violation of the code, and if so, will require the landlord to correct it.

EMERGENCY REPAIR AND REIMBURSEMENT

The DeKalb Landlord-Tenant Ordinance (Chapter 10 of the DeKalb Municipal Code) includes a provision for tenants who are faced with an emergency situation that the landlord fails to correct in a prompt and expeditious manner. In such situations, tenants will be allowed to call a repairperson themselves and get reimbursed for the cost of the repairs performed to correct the emergency defect. Before calling anyone else besides the landlord, the tenant must make try to contact the landlord to inform him/her of the emergency condition. The tenant can call to have repairs made by outside repair persons only when either the landlord cannot be reached or, if the landlord has been notified, when the landlord cannot effect the emergency defect promptly.

The DeKalb Municipal Code, Section 10.15 states: “In an emergency situation, where the defective condition threatens the life and safety of the tenant, the tenant may make the necessary repair, but only after engaging in reasonably diligent attempts to notify the landlord. Such attempts should be simultaneously documented.”

Some examples of emergencies for which tenants can be reimbursed are: having no heat, no running water, broken locks on front door, etc... Tenants are encouraged to call the City of DeKalb Code Enforcement Division at (815) 748-2070, in order to get help in determining whether the defect is one that needs immediate attention.

The DeKalb Landlord-Tenant Ordinance encourages landlords to provide tenants with a list of acceptable repairpersons to use in emergency situations. If provided with such a list the tenant must choose a repairperson from those provided in the list whenever it is practicable.

The ordinance provides tenants with the right to be reimbursed for the reasonable cost of emergency repairs. If a tenant chooses a repairperson from the list provided by the landlord, it shall be presumed that the costs for such repairs was reasonable, and the landlord is obligated to reimburse the tenant within thirty (30) days from the presentation of the repair bill to the landlord.

Tenants are not eligible to receive reimbursement for repair costs for defects caused by the intentional or negligent acts of the tenants and their guests.

CODE VIOLATION DISCLOSURE

Landlords must inform applicants to a rental unit of any violations of the applicable building and housing codes that have been cited by the City of DeKalb before the tenant signs a lease.

Tenants should ask their prospective landlords if there is any defect in the rental unit before agreeing to rent it. If a landlord fails to inform the tenant of any known code violations before the tenant signs a lease, landlords can be fined a minimum fine of One Hundred Dollars (\$100.00).

TENANT’S RIGHT TO A COPY OF THE LEASE / TENTANT’S HANDBOOK

As basic as it sounds, tenants have a right to a copy of the lease that is enforceable through Section 10.07 of the DeKalb Municipal Code. This section provides that if the landlord fails to provide a copy of the lease to the tenants, the landlord is subject to a minimum fine of Fifty Dollars (\$50.00).

In addition, copies of the Handbook you are currently reading must be made available to tenants at the landlord’s rental office or place of business.

PROHIBITED LEASE PROVISIONS

Leases in DeKalb must comply with regulations that prohibit the use of some specific clauses. Landlords cannot put a clause in a lease that gets the tenant to waive their rights under local or state law. In other words, landlords cannot have writing in a lease that would create the effect of getting tenants to give up their claims in court for a landlord's violation of the law.

The following tenant's rights cannot be overcome by lease clauses. Tenants have the right to a habitable living area, to sublease, to reciprocal clauses for attorney fees and no automatically renewable leases without affirmative action of the tenant. If a landlord decides to put in a clause that would make the tenant pay for the attorney's fees of the landlord, it must be reciprocal. This means that if the landlord wants to have tenants pay for the cost of suing the tenants over a violation of the lease, the provision has to make the attorney's fees payable to the party who loses in court. If the clause states that attorney's fees are payable to the landlord regardless of whether the landlord wins or loses, then the clause would be void and unenforceable.

Moreover, if a landlord knowingly tries to enforce any of the prohibited lease provisions, the landlord can be punished by being made to pay to the tenant, an amount equal to one month's rent, plus any monetary losses suffered by the tenant because of the enforcement of the prohibited provision, and the tenant's attorney's fees.

ACCESS

Landlords have to give reasonable notice before attempting to enter a rental unit. Reasonable notice is defined by the Section 10.13 of the DeKalb Municipal Code to be at least ONE HOUR before entering the rental unit, unless the tenant has consented to the entry by prior agreement with the landlord. The prior agreement must deal with landlord's access to the rental unit for specific purposes such as to make repairs, or to show the rental unit to prospective tenants.

However, landlords may enter the apartment *without* giving reasonable notice only in cases of emergency; for example in cases of fire or where entry is necessary to prevent damage to the apartment or property in the premises.

Tenants have a right to request and receive a check-out inspection prior to moving out of the rental unit. The inspection is an important tool for assessing the conditions that a landlord states will result in a deduction of the security deposit, unless the condition is remedied and/or to determine the final amount of damage the tenant has done to the rental unit.

The tenant must request an inspection and must agree to a specific time at which the inspection is to be performed. According to Section 10.12 of the DeKalb Municipal Code, if either the landlord or the tenant fails to appear at a scheduled inspection, that person must pay the other Fifty Dollars (\$50.00).

SECURITY DEPOSIT RETURN

State law obligates landlords who own or manage buildings containing five (5) or more rental units to provide tenants with an itemized statement of damages within thirty (30) days after the tenant has moved out of his/her apartment. The statement must contain the estimated or actual costs of repair, along with copies of the receipts for repairs already made. If the landlord fails to provide the statement within the mandatory 30 days, tenants are entitled to receive their full deposit back within forty-five (45) days after the tenant moves out of the apartment. If the landlord simply refuses to supply the required statement, or has intentionally supplied a false or inaccurate statement, and has refused to return the amount of the security deposit due within the time limits provided, the landlord can be held liable for twice the amount of the security deposit due, plus court costs and attorney's fees payable to the tenant.

The DeKalb Landlord-Tenant ordinance mirrors the provisions of the Illinois Security Deposit Return Act explained above with two important changes. First, the ordinance makes all rental units subject to the Security Deposit return procedures. Second, DeKalb municipal law requires that waivers of the security deposit return obligations be obtained separately, and in writing. In other words, landlords can avoid the security deposit return procedures only by obtaining consent from all the tenants in a separate written form. This means that, as always, you should make sure to know the legal effect of everything you sign **BEFORE** signing it.

SECURITY DEPOSIT INTEREST

Illinois law requires that landlords who own buildings containing twenty-five (25) apartments or more, who hold security deposits for more than six (6) months, must pay interest on such security deposit to the tenant. The law also allows for the 25 or more apartments to be situated in a complex of buildings situated on a contiguous parcel of land.

The landlord is obligated to pay such interest on the security deposit within thirty (30) days of each 12-month rental period by cash or credit to the amount of rent due. If a landlord fails to comply with this section, then he or she might be liable for the amount of the security deposit, plus court costs and attorney's fees. This section does not apply where no security deposit is returnable.

RETALIATORY EVICTION ACT

It is explicitly against state public policy for a landlord to evict a tenant or refuse to renew an existing lease agreement in the future because the tenant has complained to a governmental authority about a violation of applicable housing or building codes. The tenant's complaint must have been made with a good faith belief that a code violation existed. If a lease contains a provision that allows a landlord to evict the tenant or refuse to renew the lease because of the filing of such a complaint, it is automatically void and unenforceable.

OTHER LAWS PROTECTING CONSUMERS OF UTILITY SERVICES

While utilities are ordinarily the responsibility of the tenants to obtain for themselves, under some lease contracts the landlord agrees to provide one or more of the utilities to the tenant. A statute known as the Rental Property Utility Service Act (765 ILCS 735/1) protects tenants from utility cut-offs based on a landlord's failure or refusal to pay a utility bill. Among the rights guaranteed to tenants under this law are: 1) the opportunity for tenants to take over the utility service in their own name and pay future bills directly to the utility company; and, 2) provided there are three or more units in the complex, a written notice to the tenants by the utility company prior to a service cut-off that the landlord is delinquent in the payment of the utility bill and that a cut-off is imminent, and the ability to petition the court for a receivership in which the tenant's rents are applied to pay the utility bill.

Further, if your lease provides that you are to pay your landlord a proportionate share of a public utility service which is being provided to the building in which you reside, the Tenant Utility Payment Disclosure Act (765 ILCS 740) requires your landlord to disclose to you in advance, as a part of the written lease or otherwise in writing, the formula used by the landlord for allocating the utility bill among the tenants. Upon your request, the landlord must make available to you a copy of the public utility bill for any billing period for which payment is demanded.

Finally, pursuant to the Public Utilities Act (220 ILCS 5/8-303), you have the right to request any utility company to determine whether your line has been tapped by some other user. If it is determined that the landlord is the party who is receiving service billed to you, you can petition the court for a receivership to collect you rent to pay for the tapped service. If the user is another tenant, you can dispute that portion of your bill to the Commerce Commission if the utility company refuses to credit your account.

3. COMMON QUESTIONS CONCERNING LANDLORD AND TENANT LAW IN DEKALB

The questions and answers provided are not to be used as legal advice about any individual situation and are provided for general information only. If you have a specific question about your situation, please speak with an attorney.

LEASES

Do all leases have to be written?

Yes. As of April 30, 2013, Section 10.10(a) of the DeKalb Municipal Code states that all rental agreements within the city limits shall be in writing. The advantages of a written lease are that you have proof of your specific agreement, and it makes clear what your duties are under the lease, as well as your landlord's duties. It also gives you the right to stay in the apartment for the time period of the lease so long as you meet your duties under the lease.

Crime Free Housing Lease Addendum

After April 30, 2013, every lease, including lease extensions, shall contain a crime free lease provision, the purpose of which is to make nuisance activity, not limited to violent or drug related criminal activity, engaged by, facilitated by or permitted by the tenant, member of the household, guest or other party under the control of the tenant, a lease violation, and to provide the landlord with authority under that clause to initiate eviction proceedings pursuant to state law. See Appendix A.

ORAL LEASES – NO LONGER ALLOWED BY ORDINANCE - The most common oral lease recognized by the courts comes into being when an agreement is reached between a landlord and his tenant for the rental of premises at a certain dollar amount per month with no specific termination date fixed by the parties. This is known as “month-to-month” tenancy. Tenancies can also take the shape of a “week-to-week” type of arrangement.

A “month-to-month” tenancy can be terminated by a thirty (30) day written notice. The thirty day termination notice can be given either by the tenant or landlord and should be given no later than the last day of the month preceding the tenant’s final month of tenancy. In other words, to terminate a month-to-month tenancy that began on the fifteenth of the month, written notice should be given on or before the first day of the preceding month.

Regarding the notice itself, it should be a signed, dated notice, either mailed or given directly to the other party (landlord/tenant) and in the presence of a witness. Keep a copy of the notice for your own records. If you think the landlord/tenant might deny having received the notice, consider sending the notice by Certified Mail: Return Receipt Requested. The notice need not be notarized or delivered by the Sheriff.

If a tenant on a month-to-month lease gives no termination notice before vacating, the tenant can be held liable for the rent to the end of the next rental period. For example, if a tenant with a month-to-month tenancy abandons his or her rental unit on March 10th and, presuming the tenant usually pays rent on the first of each month, he/she is legally responsible for paying all of the rent for March and April. The tenant’s liability does not end on April 10th; it ends on April 30th.

Can my landlord charge me a late fee if my rent is not paid on time?

Yes, if the late fee is stated in the lease.

What if the lease says things I do not want?

Do not sign anything that includes items you do not agree to do. Once you sign the lease you have agreed to do what it requires you to do.

You can cross out parts you do not agree to so long as you and the landlord initial the change. Make sure each copy of the lease is signed and initialed. If you make an addition to the lease, be it a full clause, short phrase, or only a single word, write it clearly. Print the addition in the logical place on the document. If a new clause is being added, place it in the section titled “additional agreements,” if there is such a section. Otherwise, place the clause at the end of the lease but above the signature line or on a separate piece of paper (marked “addendum”). If you make the change on a separate piece of paper, indicate on the lease that such a paper (addendum) exists and that you are “incorporating it by reference” into the lease.

Get a copy of the lease after you sign it. The landlord is obligated to give you a copy of the lease according to Section 10.07 of the DeKalb Municipal Code. If the landlord won’t give you a copy, do not sign the lease. If you find the lease oppressive and cannot get the landlord to agree to strike or modify the provisions which concern you, the best response is to walk away from the contract before you sign it and find other housing.

Do I have to give the landlord pre-paid rent when I sign my lease?

It is a common practice in DeKalb for landlords to require tenants to “pre-pay” some amount of rent. Often, this amount is equal to one month’s rent, usually payable at the time you enter the lease agreement or soon thereafter. Such clauses are enforceable. Leases commonly specify that if a tenant vacates the apartment before the end of the lease, or is evicted, the pre-paid rent is forfeited. The enforceability of such a provision is a strictly a legal matter. You should consult your

attorney for more information.

Who pays the utilities for my apartment?

This depends upon your lease and agreement with the landlord. You should always agree upon who pays utilities before you sign the lease.

What if the landlord has fulfilled all of the landlord’s obligations under the lease but I want to get out of my lease early?

Unless the lease provides otherwise, the lease can only be terminated early by agreement with your landlord.

Can I sublet my apartment to a new tenant during the term of the lease?

Yes. If you want to move out early and have arranged to sublet the apartment to a new suitable tenant, your landlord must accept a suitable subtenant without charging additional fees unless the fees are clearly stated in the lease. Remember you are still liable to the landlord for the rent if the subtenant does not pay it. The landlord can reject a prospective sublessee only for good commercial reason (e.g. person does not have money to pay rent), or in accordance with a standard screening process (e.g. criminal background check reveals negative history).

If I move out early, what rent payments am I responsible to pay?

If you move out before the lease ends, your landlord can charge you for the rent due to the end of the lease minus the rent the landlord receives from a new tenant plus the costs to re-rent the apartment. The landlord has a duty to try and re-rent the apartment to another tenant. If the landlord can only re-rent the apartment to another tenant for less than your rent, you can be held responsible for paying the difference between the amount the new tenant pays and your rent to the end of your lease.

What if my landlord cannot re-rent the apartment after I moved out early?

If your landlord makes a good faith effort to rent your apartment, but cannot find someone else to rent it, you will owe the landlord the amount of rent owed until the lease ends and the landlord’s costs to try and find a new tenant.

What if the landlord will not rent to me because of my race, sex, color, religion, ancestry or national origin, veteran status, sexual orientation, age, marital status, familial status or disability?

The law prohibits landlords from discriminating in renting apartments based upon the tenant’s race, sex, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status or disability. If this occurs you should contact the City of DeKalb at (815) 748-2000 immediately, or consult with an attorney.

Can a landlord refuse to rent to me because I have children?

A landlord cannot refuse to rent to you solely because you have children under 18 years of age. However, the apartment must be large enough for occupancy by the number of persons in your family.

What is joint and several liability?

“All parties listed as Owner and Tenant and herein referred to individually and collectively as Owner and Tenant respectively.” or “All tenants are jointly and severally liable for the enforcement of this lease.”

Be aware that when you sign a lease, in most cases, you will be held responsible as an individual for the full amount of rent and for the full compliance with all terms of the lease no matter how many others sign the lease with you. If your roommates do not pay their shares of the rent, the landlord can force you to pay the full rental amount. Choose responsible roommates.

What happens if there is a fire in my apartment?

First, consult your lease to determine if the situation is addressed by the lease. The lease may provide that the landlord has a specific period of time to determine if the apartment is repairable, and that you cannot terminate the lease on your own within that time period unless the landlord agrees with the termination.

Generally speaking, the landlord cannot force you to accept alternative housing that you do not like, and cannot hold you to pay rent during the time the apartment is not habitable. The City Code Enforcement Department will tell you if it is safe to continue to live in the apartment. The landlord will be liable for damages to your personal property only if the landlord or his agents caused the fire. If you caused the fire, you may be held liable for the damages caused to the apartment. In either case, you should contact an attorney as soon as possible.

Can the landlord enter my apartment without my permission or knowledge?

Under Chapter 10 of the DeKalb Municipal Code, a landlord may enter your apartment only upon “reasonable notice,” unless there is an emergency.

Reasonable notice is defined as one-hour’s notice or when a landlord is responding to the tenant’s request for repairs or maintenance, in which event, a separate one-hour’s notice is not required. Entry between 8:00 a.m. and 8:00 p.m. is presumed reasonable. At the time of entry, a knock on the door and a verbal hello or a phone call immediately prior is considered reasonable warning of entry. Assuming reasonable notice has been given, a landlord can enter the premises even if the tenant is not present.

Under the ordinance, the one-hour notice can be waived by mutual consent; however, such consent cannot be required as a condition of the lease or rental of the unit. In case of an emergency, no prior consent or notice is necessary. Examples or emergency include fire, or some other condition in which there is imminent risk of damage to the premises and/or the tenant’s property. While the tenant can refuse entry to the landlord or agent, improper refusal can be regarded by the landlord as a breach of the lease.

What is a waiver of termination notice?

“Tenant does hereby knowingly waive his right to notice to terminate tenancy.” Current Illinois law upholds the general validity of such waivers. However, if the landlord serves a termination notice despite the waiver, the notice must meet the statutory requirements of 735 ILCS 5/99-101 et.seq.

Negotiate to strike this provision from the lease.

Who is responsible for damage to hallways and common areas of the building?

Many leases contain a provision stating that a tenant will be liable for damages to the common areas on a prorated basis along with other tenants on the floor or building if the landlord cannot determine who caused the damage. Generally, such clauses are enforceable in court. It is prudent, therefore, to cooperate with your landlord in determining who caused the damage. In turn, the landlord must make good faith efforts to determine who caused the damage and pursue that party for compensation.

Are all the provisions in my lease enforceable?

No. Just because you sign a lease that seems to bind you to everything listed in the text doesn’t mean that your landlord can enforce every provision in the contract against you.

Section 10.11 of the DeKalb Municipal Code prohibits the following lease terms:

- *waiver of rights, obligations or remedies contained in DeKalb Landlord/Tenant Ordinance
- *waiver of statutory rights provided under state and federal laws
- *confession of judgment - i.e. provision that allows the landlord to enter a judgment against tenant without a court hearing/proceeding of any kind. A judgment is a court order that entitles one party in a legal dispute to a remedy from the other party.
- *unilateral attorney fees - i.e. provision that entitles a landlord to have his/her attorney fees paid by tenant any time there is a dispute involving the lease agreement. However, a clause that awards attorney’s fees to the prevailing

party in a legal dispute is allowed.

*prohibiting sublease agreements - landlord can only reject for legitimate business reasons or in accordance with a standard screening process

*automatic renewal of lease unless specifically initialed by both parties

*waiver of warranty of habitability of premises - i.e. provision gets the tenant to surrender his/her right to receive a rental unit that is fit for living and complies with the building codes

Remedies to Prohibited Terms – A landlord who includes any of the above prohibited terms in a lease after receiving notice, or attempts to enforce one of the prohibited terms shall be liable for an amount equal to one (1) month’s rent in addition to compensatory damages sustained including court costs and reasonable attorney fees.

Additional provisions that are void or unenforceable in Illinois include:

a) **WAIVER/TORT LIABILITY** - This clause, among other things, attempts to relieve the landlord from any liability for damages or injuries to persons or property, even if the damages or injuries to persons or property are due to his neglect. Illinois law states that such laws, to the extent that they attempt to shelter the landlord from liability as a result of his own negligence, are void and unenforceable as against public policy (Lessor’s Liability Act 765 ILCS 705/1).

b) **WAIVER OF JURY TRIAL** - An Illinois statute provides a right of a jury trial in eviction proceedings notwithstanding a lease waiver (735 ILCS 5/9-108).

SECURITY DEPOSITS & PRE-PAID RENT

What is a security deposit?

A security deposit is money that the landlord holds for future damage to the apartment caused by you or for rent or charges that you might owe. The landlord may not charge you for normal wear and tear on the apartment.

Must my landlord charge me a security deposit in DeKalb?

No. However, it is highly unlikely that a Landlord will refrain from asking for money to be kept as a security deposit. The amount of the security deposit is typically the equivalent of either one or two month’s rent.

Can I use my security deposit as my last month’s rent?

No. You cannot “live out” your security deposit as your last month’s rent without an agreement with your landlord.

How long will it be after I move out before I should get my security deposit back from my landlord?

After you move out, your landlord has 30 days to postmark and return your security deposit plus any interest owed, minus deductions for any rent or charges due, and repairs for damages to the apartment. Alternatively, if the landlord sends you an estimate of repair charges within the initial 30 days after you moved out of the apartment, he/she has an additional 30 days from the date of the initial statement to reimburse the remainder of the security deposit, and to submit the actual bills for the repairs performed.

What if some of my security deposit is used by the landlord for repairs?

Most leases provide that a landlord can deduct from the security deposit for the cost associated with use beyond normal wear and tear. Some leases go further and state mandatory minimum charges for “any dirt at all” or automatic hourly charges for cleaning, painting or repairs. The enforceability of such clauses is questionable and can be tested in court.

If your landlord takes money from your security deposit for repairs, then within 30 days from the time you moved out, the landlord must send you a written list of the damages you are being charged for and a copy of paid bills, actual costs, or estimates for the repairs you are responsible for. If your landlord sends estimates of the costs of repairs with the list of damages, the landlord must send paid receipts or proof of actual costs or repair and any remaining security deposit

amount within an additional 30 days. The landlord is subject to additional liability under the ordinance if he/she fails to return the deposit and does not provide a written itemization or intentionally provides inaccurate information.

Does the landlord owe me interest on the security deposit?

If your apartment is in a building with 25 or more apartments, you are owed interest on any security deposit that is held by the landlord for more than 6 months.

How much is the interest on security deposits?

The amount of interest on security deposits is set as the ordinary passbook savings rate paid by the largest Illinois bank as of each December 31 of the calendar year immediately preceding the inception of the lease agreement.

When should I be paid the interest?

The interest is due in cash or rent credit after every 12-month period, so long as your rent is current.

How do I get my security deposit from my landlord?

There are several simple steps you can take:

- 1) Document the condition of the apartment when you move in AND when you move out, by making use of a room condition report. (An example of such a “room condition report” is attached at the end of this Handbook, and the authors encourage you to use it). Fill out the report very carefully and thoroughly before putting all of your belongings in the apartment. Keep the original and give a copy to the landlord.
- 2) Take pictures (at least two rolls of 24 exposures are necessary to fully document the condition of a 2-bedroom apartment) of the condition at the time of moving in and moving out.
- 3) Notify the landlord promptly of any repairs that need to be made, even if they don’t affect your use of the apartment.
- 4) Clean your apartment on a regular basis throughout the course of the lease period.
- 5) Determine from your landlord how many pictures you are allowed to put up on your walls without this being regarded as damage.
- 6) Contact your landlord for a list of items the landlord expects you to clean during the final clean up at the end of your lease. Determine what other repairs the landlord will allow, such as spackling nail holes, painting, shampooing of the carpet, etc. Under the DeKalb Landlord-Tenant Ordinance, you also have the right to have the landlord inspect your apartment before you move out. At that time, you can find out what the landlord determines needs further cleaning.
- 7) Provide the landlord your forwarding address.
- 8) If you do not receive your security deposit or a written itemization of damages within 30 days after you move out, you should make a **written request** for the return of the deposit. It is important that you keep a copy of this letter.
- 9) If the landlord still does not provide you with the return of the deposit, you can file a court case in small claims court for the return of the deposit. In addition, you can also claim damages under local DeKalb law, court costs, and attorney’s fees. The DeKalb County Circuit Clerk’s Office (located at the DeKalb County Courthouse in Sycamore) has booklets that contain information as to how to file a case in small claims court. The booklet also contains the necessary court documents you need to file suit.

What if the landlord sells the building to a new landlord?

Both the original landlord and the new landlord are responsible for the return of your security deposit.

RESPONSIBILITIES OF MY LANDLORD

What is the landlord responsible for?

Your landlord has a duty to keep the apartment and building fit to live in. Your landlord must also do the things agreed to in your lease, including doing all necessary repairs to fulfill these duties.

What repairs must my landlord do to keep the apartment fit to live in?

Your landlord has a duty to keep the building in a livable condition. The following conditions are required to be maintained pursuant to the DeKalb Municipal Code, Chapter 13:

- building structure must be solid and in good condition;
- foundations, walls and roof must be watertight;
- property must be exterminated to prevent mice, rats, insects and other rodents; (tenants should not take possession of furnishings discarded by others. Discarded furnishings are often a source of infestation)
- smoke alarms (and carbon monoxide detectors, if necessary) must be provided although the tenant is required to replace the batteries;
- hallways and stairways must be lighted;
- windows and outside doors must be in good working condition;
- boiler, furnace and chimney must be in good working condition;
- stairways, floors and hallways must be clean and functional;
- plumbing and pipes must be in good working condition;
- electric wires and circuits must be in good working condition;
- flush toilet, sinks, tubs, showers in good working condition;
- supply hot and cold water;
- supply sufficient heat;
- prevent the accumulation of stagnant water
- provide adequate ventilation and light;
- provide screens for windows during the warm months.

Must my landlord provide for trash collection?

Yes. Your landlord must provide a place for disposing of trash and garbage.

Does my landlord have to repair the appliances in my apartment?

If your landlord supplied the appliances such as refrigerator, stove and air conditioner to the apartment, your landlord must keep them in good working condition, unless specifically agreed to by lease.

What are the minimum heat temperatures for my apartment?

The apartment must be kept at least 68 degrees (F) from 6:30 a.m. to 10:30 p.m. and at least 62 degrees (F) from 10:30 p.m. to 6:30 a.m.

Who should I contact if my apartment is not being kept in a livable condition?

You should contact the DeKalb Community Development Department (Code Enforcement Division) at (815) 748-2070. Your landlord may not retaliate against you for contacting Code Enforcement or any other governmental agency regarding code violations or other complaints you make against the landlord.

What can I do if my landlord fails to pay a utility bill that the lease requires the landlord to pay?

If your landlord fails to pay a utility bill which the lease requires the landlord to pay and the utility is threatening to shut-off service, the tenants may contact the utility and reach a written agreement to pay their rent to the utility and prevent the utility shut-off. This includes the water utility operated by the City of DeKalb.

What if the landlord won't make repairs?

Inform the landlord immediately of any problems with the rental premises. If the landlord does not make repairs promptly, make a written demand and be sure to keep a copy. If the landlord hasn't remedied the problem within a reasonable time, contact an attorney. Besides constituting a possible violation of your lease, substandard conditions may violate the DeKalb Property Maintenance Code, which establishes minimum conditions of health and safety in residential housing in DeKalb. Even in areas where there is no local housing code, a "Warranty of

Habitability" is implied in your lease by law which requires your landlord to maintain essential services in your dwelling. Again, contact an attorney. A checklist of City of DeKalb code violations can be found in Section 2, "State and Municipal Law Regarding Renting".

RESPONSIBILITIES OF THE TENANT

What are some responsibilities of the tenant?

The tenant must pay rent on time. Additionally, the tenant and the tenant's family and guests must not damage the apartment or disturb their neighbors. The tenant must also do the things required in the lease, which typically include keeping the apartment clean and sanitary, proper use of plumbing and electrical fixtures, disposing of garbage in the appropriate receptacles, and preventing the destruction or damage to any part of the rental unit among others. Always refer to your lease to see precisely what exactly is being asked of you.

Must I keep the apartment clean?

Yes. You must keep the apartment in a clean and sanitary condition. Consider vacuuming high traffic areas twice a week.

What are the conditions in my apartment I am responsible for?

You must keep the apartment as safe as possible. You, your family and guests must not intentionally or carelessly destroy, deface, damage or remove any part of the apartment or building.

May I put nails in the wall to hang pictures?

Check with your landlord to see what allowable methods of hanging anything on the wall is. Typically, you will be responsible for the proper repair of any holes put into walls.

How many people may occupy the apartment?

The DeKalb Municipal Code sets a maximum number of people who may occupy each dwelling unit. Your lease is required to state the maximum number of occupants for the dwelling unit.

Am I responsible for appliances in the apartment?

If your landlord supplied the appliances to the apartment, you are typically not responsible for their repairs unless you, your family or guests damage them or used them in an unreasonable manner.

Am I responsible for my guests?

Yes. You are responsible for the behavior of your guests. The **Crime Free Lease Addendum** holds you responsible for the criminal behavior of your guests. Also, you should make your guests aware of parking restrictions on and near the property you reside. Parking on the grass and unimproved surfaces is not permitted. Loud noise, fireworks, and the use of grills set on combustible surfaces, such as a wooden balcony, are all prohibited under ordinance and the tenant will be held responsible for their guests violating these rules.

Am I responsible for damage to my own possessions in my apartment?

In most cases you are responsible for damages to your own possessions in your apartment unless the lease states otherwise. Many tenants have renter’s insurance from an insurance agent to cover their possessions. The renter’s insurance is usually not a lot of money and provides a great benefit in relation to the cost of the policy.

EVICTIONS

Why do people get evicted?

You can be evicted for not paying your rent, damaging the apartment, disturbing your neighbors, engaging in criminal acts such as drug dealing, violating your lease or when the lease expires on the termination date set forth in the lease.

What if I do not pay my rent?

The landlord can evict you if you do not pay your rent. The landlord must give you a written 5-day notice telling you the amount of rent due within the 5 days. If you don’t pay rent due within the 5 days after receipt of the 5-day notice, you landlord can file a court case for your eviction.

Can I be evicted for having people living in my apartment who are not listed on the lease?

Yes. The lease must list all the people who are occupants in the apartment.

Can I be evicted for exceeding the maximum occupancy of the dwelling unit?

Yes, even if the lease lists more people than are permitted by maximum occupancy. The City can prosecute both the landlord and the tenant for exceeding maximum occupancy standards.

Should I be notified if my landlord is ending my lease early for violating the lease?

Yes. If your landlord is ending the lease because you have violated the lease other than failing to pay rent, you must be given a 10-day written notice telling you in general terms what you did to violate the lease.

Should the landlord notify me that my lease has ended and ask me to move out of the apartment?

No written notice is required that your lease has ended, other than the specific date set forth in your lease. However, you may only be evicted by the Sheriff of DeKalb County after the court has ordered you to leave in an eviction court case.

4. COMMUNITY RESOURCES

EDUCATIONAL RESOURCES

PUBLIC SCHOOLS - Information concerning enrollment in DeKalb public schools may be obtained from DeKalb Community Unit School District 428 office at 901 South 4th Street, (815) 754-2350.

COLLEGES AND UNIVERSITIES - There are a number of colleges and universities within easy commuting distance of DeKalb offering both degree programs and at-large courses. The primary institutions in the immediate area of DeKalb are:

Northern Illinois University: DeKalb is home to Northern Illinois University, a major public university serving the Northern Illinois region and the nation. NIU offers almost 100-degree programs and virtually limitless cultural and athletic events/activities for the region as well as its 23,000 students. Northern is also a major employer locally. Information covering community and university events, many of which are free to the public, can be obtained at (815) 753-1157.

Kishwaukee Community College in nearby Malta, Illinois (5 miles west of DeKalb) is a vibrant community college with its own excellent activities and sports programs. For information about classes and events call (815) 825-2086 or (800) 397-1521.

LEGAL SERVICES/INFORMATION

Student' Legal Assistance: <http://www.niu.edu/legal/>

Off-Campus and Non-Traditional Student Services Office, Off Campus Housing:
<http://www.niu.edu/comnontrad/housing/index.shtml>

Prairie State Legal Service: www.pslegal.org

City of DeKalb Municipal Code: http://www.cityofdekalb.com/CityClerk/Municipal_Code.htm

COMMUNITY AND CIVIC ORGANIZATIONS

DeKalb has many community and civic organizations ranging from promotion of the arts to citizen activist groups. The best place to obtain information about these organizations is through the local papers. It is strongly urged that tenants subscribe to one and check the weekly listings of community activities for things in which you may want to become involved. The directory at the end of this booklet lists a few of these organizations, but it is not all-inclusive.

CITY GOVERNMENT

DeKalb is governed by eight (8) elected officials (a Mayor and seven (7) City Council members), as well as an elected City Clerk. The City Council members are elected by Wards every four years on a staggered election schedule. The Council appoints a City Manager who is responsible for supervising the day-to-day operations of government, including all City services, such as police and fire protection, street maintenance, human relations, etc. The City employs approximately 200 full and part-time staff to perform these services. The City Council Regular meetings are held on the second and fourth Monday of each month at the DeKalb Municipal Building, 200 South Fourth Street. All City Council meetings are open to the public.

The City Clerk's Office handles many business licenses, voter registration, registration of apartment buildings and is the official record keeper of the City Council minutes and numerous other documents. There are about 18 official citizen advisory commissions and task forces, which make recommendations to the Council for action on everything from street repairs to human relations. If you are interested in serving on such a group, contact the City Clerk's Office.

PET CARE AND REGULATIONS - The Animal Control Division (DeKalb County) can assist you with licensing, procurement or impounding of pets, discuss regulations and offer information on caring for your animals. For further information call (815) 748-2427.

NEIGHBORHOOD WATCH PROGRAM - is a national crime prevention effort. In DeKalb, the Neighborhood Watch Program is coordinated by the DeKalb Police Department, the Community Relations Division and a citizens group.

The objectives of this program are: (1) to further encourage police/community interaction; (2) to make you aware of the steps you can take to protect yourself and your home against crime; (3) to show you how you and your neighbors can help each other protect your communal areas; and (4) to assist the DeKalb Police Department to be more effective.

RECREATION AND ENTERTAINMENT

There is an endless variety of both organized and informal recreational activity in DeKalb. Many programs are sponsored by the Park District of DeKalb. If you have a particular interest and want to know if there is a program designed for that interest, call them.

In addition, DeKalb has a well-equipped YMCA, tennis courts, a publicly operated outdoor pool, neighborhood parks and golf courses. Again, the best source for finding out about recreational activities and programs is the local newspapers.

Taking into account its accessibility to Chicago, almost every kind of entertainment imaginable is available to the DeKalb resident. Within DeKalb itself there are movie theaters, many fine restaurants and a number of performing arts groups. Your telephone directory or newspaper will help you locate these places of interest.

SENIOR CITIZEN SERVICES

Ten percent of DeKalb’s population is over the age of 65. There is a wide variety of services and activities for seniors within the City. Some of the programs are as follows:

1. **Rental Assistance** - pays the difference between 30% of a monthly income and one’s rent. Some assistance is designated for younger families as well as seniors. Contact the DeKalb Housing Authority for more information.
2. **Senior Citizens Nutrition Center** - provides a hot noon meal for seniors in a pleasant atmosphere. Contact the center at (815) 758-6550.
3. **Meals on Wheels** - provides delivered meals for homebound persons.
4. **Senior Citizen Drop-In Center** - an afternoon program operated by the Park District of DeKalb oriented toward casual conversation.
5. **Senior Citizen Housing** - special senior citizens residences for low and moderate-income persons, operated by the DeKalb Housing Authority.
6. **Senior Citizen’s Center** - offers a variety of activities.

5. TELEPHONE DIRECTORY

DeKalb Area Resources (City & County)

Emergency (Ambulance/Fire/Police)	911
Police - Non-Emergency.....	748-8400
Fire Department - Non-Emergency	748-8460
General Information	748-2000
City Clerk	748-2095
Mayor’s Office	748-2099
City Manager	748-2090
Utility Billing (Water, Refuse and Recycling)	748-2085
Parking Enforcement	748-2300
Community Development Department	748-2060
Building Code Enforcement	748-2070
DeKalb Park District	758-6663
DeKalb Community Unit School District 428.....	754-2350
DeKalb County Housing Authority	758-2692
DeKalb County Government:	
Animal Control.....	748-2427
Circuit Clerk	895-7138
Civil Division	895-7131
Criminal Division	895-7137
Traffic Division	895-7138
Child Support	895-7139
County Board	895-7189
County Clerk & Recorder	
Records (Birth, Death, Marriage License).....	895-7149
Voter Registration/Elections.....	895-7147
Emergency Services & Disaster Agency	895-7208

Health Department.....	758-6673
WIC Food Program	748-2402
Home Care Program	787-8900
Public Defender.....	899-3111
Rehabilitation & Nursing Center.....	758-2477
Sheriff's Police	895-2155
Crime Stoppers.....	895-3272
State's Attorney/Prosecutor.....	895-7164
DeKalb Township Supervisor.....	758-8282
Northwestern Medicine Kishwaukee Hospital	756-1521
Toll Free	(800) 397-1521
NIU University Health Service	
Appointments & Information	753-1311
Tri-County Community Health Center (Malta, IL)	753-9010
Northwestern Medicine Ben Gordon Mental Health Center.....	756-4875
International Eyecare Center	758-2020
Vision USA Program.....	(800) 766-4466
Voluntary Action Center	758-3932
Trans VAC	758-6641
Med VAC	758-0818
FOOD.....	758-3820
Family Service Agency	758-8616
Big Brothers/Big Sisters	758-8616
Center for Counseling.....	758-8636
Generational Care.....	758-8616
DeKalb Senior Services Center.....	758-6550
Elderly Care Services of DeKalb County	758-6550
Meals On Wheels.....	758-5703
Community Coordinated Child Care 4-C	758-8149
Hope Haven Homeless Shelter	758-3188
Safe Passage Domestic Violence Services	756-5228
DeKalb County Domestic Abuse Program.....	756-5054
DeKalb County Community Services.....	758-3910
Casa DeKalb County	895-2052

State of Illinois Resources

State Police	
Emergency.....	911
Non-Emergency.....	(847) 931-2405
Non-Emergency Tollway	(630) 241-6800
Driver's License Examination Station.....	756-7781
Department of Children & Family Services	787-5300
To Report Child Abuse or Neglect	(800) 252-2873
Illinois State Distribution Center (Child Support).....	(630) 681-2488
Office of Rehabilitation Services.....	758-2471
Veteran Services.....	756-4893
Department of Employment	
Job Service	756-4893
Unemployment Insurance Services	756-4893
Department of Insurance.....	(217) 782-7446

Miscellaneous

NIU Students Legal Assistance Office	753-1701
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Prairie State Legal Services (DeKalb County)toll free (800) 942-4612
Text Telephone for the Hearing Disabled (707) 232-9412
Social Security Administration..... (800) 772-1213
Better Business Bureau (Rockford, IL) (815) 963-2222
DeKalb Chamber of Commerce756-6303
The Salvation Army.....756-4308

APPENDIX A

CRIME FREE LEASE ADDENDUM

Prohibition against nuisance activity within the City of DeKalb.

The City of DeKalb has enacted the following in its Code of Ordinances:

- (1) Chapter 52, Section 52.06 – Disorderly House: This Section prohibits nuisance activity, defined as unlawful activity, on properties located within the corporate limits of the City of DeKalb;
- (2) Chapter 10, Section 10.10—Rental Agreements—Required Terms: This Section requires the inclusion of a Crime Free Housing Lease Addendum in all lease agreements.

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner (or Owners' agent or representative) and Resident agree as follows:

The Tenant is subject to all municipal codes and their consequences that can be found on the City of DeKalb website <http://www.cityofdekalb.com/>. The Tenant is also subject to this Crime Free Lease Addendum.

1. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate unlawful activity in, on, at or about the leased premises.
2. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not permit the leased premises to be used for, or to facilitate, unlawful activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.
4. The Tenant is vicariously liable for the unlawful activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.
5. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
6. For purposes of this Lease Section, unlawful activity shall mean:
 - (i) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Purchase or Acceptance of Gift of Liquor by Persons Under Age 21) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20, or similar City of DeKalb ordinance.
 - (ii) Any offense that constitutes a felony or misdemeanor under the Illinois Criminal Code of 1961, 720 ILCS 5/1-1 et seq.
 - (iii) Any offense defined and prohibited by Chapter 52, "Offenses against Public Peace, Safety and Morals" of the City of DeKalb Municipal Code.
 - (iv) Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 1961, 720 ILCS 5/8-1, et seq., which is relative to the commission of any of the aforesaid principal offenses.
7. Violation of any of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of the tenancy, provided, however, a tenant shall not be retaliated against nor evicted when merely a victim of any unlawful act prohibited herein, but shall be responsible for the acts of his/her guests and persons under his/her control. A single violation of any of the provisions hereof shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Tenant consents to venue in any court within the county wherein the unit is located in the event Owner initiates legal action against the tenant. Tenant hereby waives any objection to any venue chosen by Owner.

To the extent permitted by law, tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, if served upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease, the undersigned hereby waives any objection to service carried out under the terms of this agreement."
8. The Landlord reserves the right to ban tenant guests whose conduct is prohibited by the Crime Free Housing

Lease Addendum. Under Section 10.20 of the City Code, the Landlord, property manager or other property owners may execute a banned list or no-trespass agreements prohibiting access to the rental premises by persons other than the tenants listed on a lease.

9. Pursuant to City Code, properties that are deemed to be Chronic Disorderly Houses or Disorderly Rental Premises may be subject to warrantless inspection pursuant to Section 52.06 of the City Code (and other related ordinances). In addition, the property is subject to all other City Codes and Ordinances.

10. Additionally, the Landlord has important rights as owner of the property. The Landlord reserve the right to enter the premises (in accordance with the terms of this Lease and applicable law), to enforce the terms of this lease, and to implement an action for forcible entry or eviction. A violation of this crime free lease addendum is a violation of the lease itself, which justifies the Landlord to take prompt legal action against the tenant.

Resident's Signature

Owner's Signature

Resident's Signature

Unit / Address Date