

## **PAUL BERNSTEIN, ESQ., ON CHICAGO TENANTS' RIGHTS**

### **Chapter 4: TIPS WHEN RENTING AN APARTMENT, Part 2**

In chapter 3, I recommended that you to attach a list of items needing repairs to your lease and that you do so at the same time you sign the lease.

#### **Provide for alternatives**

In the list you are attaching to your lease, it would be better yet if you had specific provisions about the "what ifs" as to the landlords promises to do repairs or make improvements. For example, a "what if" might include an additional provision that says that if the landlord does not do the painting on or before an agreed date, that the tenant can do the work and deduct the amount spent from the next monthly rental payment. This type of "self-help" will not work if there is a major plumbing or electrical or heating problem, but in those cases, other remedies under the Chicago Ordinance on landlord and tenant that I will discuss in future chapters will assist you.

In many cases, I suspect, your landlord will not agree to attach such a "legal" add-on document with the "what-ifs", but just having the list of agreed repairs by itself as a part of your lease is a big plus for you. I would suggest that you suggest to your landlord that there is no reason for honest people to not put their verbal agreements in writing, if for no other purpose then to make it perfectly clear what each party to the lease said and promised. This is clearly similar to the tenant's promises to pay a certain amount of rent each month on or before a certain date.

#### **Take more pictures when you move out**

When you move out of your apartment, and after your furniture is moved, be certain to take another couple of rolls of film, and take pictures over the entire apartment once again. It is also a good idea to attempt to schedule an appointment with your landlord when you move out (and after you have taken the moving-out pictures) so that the landlord can see that the apartment is in good condition and repair, normal wear and tear excepted (this is allowed by law). Hopefully, you can get your landlord to sign a receipt that acknowledges that you moved out on time, that you returned the keys to the premises and that the apartment was in good condition and repair on your move out date and that your entire security deposit will be returned. Be certain to include your new address for the return of your security deposit, plus interest if applicable.

#### **If your landlord is not cooperative**

If your landlord is not cooperative, then you can deliver a dated, written letter to your landlord along with the keys, noting that you have moved out on time and that the apartment is in good condition and repair, normal wear and tear excepted. Be certain to make and keep a copy of that letter for yourself and if delivered to the landlord or the landlord's agent, note on your copy the date, time and place of "service" and who you gave the letter to. If the person to whom you deliver the notice/letter is not known to you

and refuses to give their name, then note some of their physical characteristics, such as: approximate age, height, build, male or female, glasses or not, color of hair, type and description of clothing they were wearing on that date, and so forth.

It is very important for you to deliver this letter and the keys to the landlord, one way or the other, on or before the last date of your lease.

### **Alleged late move out and our Security Deposit**

In my law practice, I find that some landlords do not return part or all of a tenant's security deposit because the landlord says the tenant did not move out on time, or failed to return the keys or did damage to the apartment. Documenting the return of the keys and your move out date will prove vital in resolving any future disputes and especially if there is any future litigation. The pictures of the apartment on the move-in and move-out dates will establish the conditions at each point in time. These pictures will be very important evidence if a lawsuit is needed to get your security deposit back.

And, remember that by law under the Chicago Ordinance, the landlord has 45 days after you vacate the premises to return your security deposit. Also, you cannot use your security deposit for the last month's rent.

In subsequent chapters, I will discuss remedies you have if the landlord fails to return your security deposit in a timely fashion under the Chicago landlord and tenant ordinance.