

PAUL BERNSTEIN, ESQ., ON CHICAGO TENANTS' RIGHTS

Chapter 3: TIPS WHEN RENTING AN APARTMENT, Part 1

Most people are honest, but some people often can't remember what they said or promised a few days ago. The following steps will help to protect you when you rent an apartment.

Completely Inspect the Premises

First, be certain that you completely inspect the apartment and the building of which it is a part before signing a lease or putting down a deposit on the apartment. The following list is not intended to be complete but to just give you some ideas of what to look for. Do not be shy! Before leasing an apartment is the correct time to determine if anything is wrong. You might just decide to look elsewhere.

Turn on the hot water faucets in the sinks and bathtub and showers to make certain the water is hot and that the flow of water appears adequate. Ask about the size of the hot water heater and how many persons can take a shower of reasonable length each morning and still have enough hot water.

Does the toilet flush properly?

If it is summer-time, does the air conditioning work? How cold is the air the blows in? How strong is the force of the cold air coming into the apartment?

If it is winter, does the heat seem adequate? Do you have your own heat controls in your apartment? Is there heating in each and every room?

Do you have access to the electrical controls in case a fuse blows out? Do you see signs of insects or rodents? Talk to a few of your possible new neighbors and ask them about their apartments and how the building owners treat their tenants.

Does the apartment need repairs? You are entitled to go over the exact apartment you intend to rent with the proverbial "fine tooth comb."

I suggest you carefully review section 5-12-110 of the RLTO and note the listing of areas of "material noncompliance" that the City of Chicago has provided to you – clues as to what you should be looking for when you go to rent an apartment.

Get the landlord's promises in a written lease

If the apartment needs some repairs and if the landlord has promised you other work as well, such as painting the apartment or installation of a new hot water tank, get all of those promises in writing. Prepare a detailed list of defects and items needing repair and write on the list what the landlord tells you about when those items will be taken care of. Paper and ink is cheap, so make certain the listing of items to be repaired or taken care of

is not only complete, but include what the landlord promises to do about each item on the list. For example, something like “Landlord to provide two coats of paint to front-room walls” is not sufficient as some painters I have encountered over the years consider the “first coat of paint” to be merely the “white wash” that attempts to cover what is already there and then the tenant really only gets one real coat of paint. Further, you may wish to describe the manufacturer of the paint and the precise color number so that there are no disputes about the color and quality of the paint being provided.

At the top of the written list, note the date, the name and address of the landlord and your apartment number and your name. Put at the very top of this document "Attachment to lease for apartment number XXX, at XXX, Chicago, Illinois" and both you and the landlord should sign a copy of this list. Of course, instead of “XXX”, insert your apartment number and the address of the building.

Make enough copies of this list to attach to the written lease you will be signing. **Write in in handwriting on all copies of the lease,** anywhere in the written lease offered to you by the landlord, that more agreements are on the list of items needing repairs attached to the lease and have the landlord put his or her initials next to the written in words – this is an acknowledgement that those words were inserted at the time the lease was initially entered into. The wording could be:

"See rider attached to this lease regarding repairs, which rider is hereby made a part of this lease."

This makes it clear that the promises of the landlord to repair your apartment are a part of your leasing arrangement.

If you don't get these promises in writing as a part of your lease at the time you sign your lease, you may find yourself out-of-luck when the landlord refuses to honor the landlord's verbal promises to you. Courts highly value written agreements between the parties, and if you look closely at the written lease, it will probably state somewhere that if a promise is not in writing and part of the lease, then, for all intents and purposes, the promise does not exist, even if verbally made to you.

At the same time as you sign a written lease for the apartment, take lots of pictures of the apartment. Be certain that your camera automatically date and time-stamps each picture or that you promptly get your pictures processed and then date the pictures. Go heavy on the film, take a couple of rolls, so that you can see each floor, each wall, each ceiling and every part of the apartment, including closets and especially the bath room. If the refrigerator or oven were turned over to you are in poor condition, take pictures of that too. Now, you have proof of the condition of the apartment when you took occupancy. If the landlord never makes certain repairs and those defects are shown on these pictures, you have a defense that you did not cause those damages. Furthermore, if there is a change of ownership or management of the building of which your apartment is a part (and to be sure, the new owner was not there when you leased the apartment) you have

excellent documentation and proof that these inadequate conditions existed at the beginning of your lease.

In Chapter 4, I will further discuss the issues raised in this chapter further.