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Student Legal Services

STUDENT AFFAIRS

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Off-Campus Community Living

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Navigating Subleasing



- ▶ The information contained in this webinar **does not constitute legal advice** nor is it intended to constitute legal advice.
- ▶ This webinar is not a substitute for consulting an attorney regarding one's case.
- ▶ **We will NOT answer specific questions about your individual CASE.**
- ▶ **To discuss your individual case, make an appointment with SLS.**
- ▶ **Fill out an intake on our website and call the office at 217-333-9053 to set an appointment with our attorneys.**
- ▶ The information and opinions contained herein are of Student Legal Service and are not necessarily those of the University of Illinois.

Student Legal Service - Disclaimer



Subleasing Terms

- ▶ Lessor
 - ▶ Landlord
- ▶ Lessee
 - ▶ Original Tenant
- ▶ Sublessee
 - ▶ Subtenant
- ▶ Sublessor
 - ▶ Original Tenant designation in a sublease

What is a Sublease?

- ▶ A transfer by a lessee of only part of the lessee's interest in the whole, or part, of the leased premises, with the reservation to the lessee of a reversionary or possessory interest
- ▶ Also known as a Sublet



Can I Sublease my apartment?

- ▶ Absent any lease terms, a tenant may sublease the premises for the remainder of the term or a portion of the term of their lease without conditions





Landlord's Consent to Sublease

- ▶ A Landlord is allowed and typically requires their consent to sublease
- ▶ A Landlord may not “unreasonably withhold” consent
- ▶ In refusing to consent it is reasonable to consider:
 - ▶ Financial responsibility of sublessee
 - ▶ Credit Score/History
 - ▶ Poor payment record
 - ▶ Record of eviction(s)
 - ▶ Debts, judgements, bankruptcy, insolvency



Sublease without Consent

- ▶ Subleasing without consent is a breach of the lease
- ▶ Sublease becomes Voidable at Landlord's discretion
- ▶ Difficulties holding "subtenant" responsible for rent and damages
- ▶ Unadvisable to sublease without consent
- ▶ Red Flag



City Ordinances & Illinois Law

Champaign City Ordinances Illinois State Law

- ▶ No ordinances in the City of Champaign regulating subleases
- ▶ No Illinois statutory law requiring a landlord allow subleases



Urbana City Ordinance - Chapter 12.5

- ▶ **Sec. 12.5-10.(a)(6)**
 - ▶ Landlords cannot prohibit a tenant from subleasing the rental unit
- ▶ **Sec. 12.5-10.(a)(8)**
 - ▶ Landlord cannot charge a sublet fee that is beyond the Landlord's actual costs
- ▶ **Sec. 12.5-10.(b)(1)**
 - ▶ Landlord cannot accelerate rent
 - ▶ Landlord cannot charge a higher rate of rent than contained in current lease

Finding a Subtenant

- ▶ Find someone you know to take the apartment
- ▶ Ask friends or relatives
- ▶ Ask your landlord if they know anyone interested
- ▶ Online services to advertise
 - ▶ Use with caution





Finding a Sub-tenant

- ▶ Landlord is not obligated to find a subtenant
 - ▶ Divergent interest in filling vacant units over sublease
- ▶ Security Deposit
 - ▶ Not necessarily a condition of the sublease agreement
- ▶ SLS Cannot represent a student v. student case (tenant v. sub-tenant)

Risks in Subleasing

- ▶ **ORIGINAL TENANT**
 - ▶ A sublease is NOT a release from the lease
 - ▶ Primary responsibility shifts to subtenant
 - ▶ If subtenant fails to pay rent or does damage to the property, the original tenant can be held responsible
- ▶ Student Legal Services cannot represent one student against another.





Risks in Subleasing

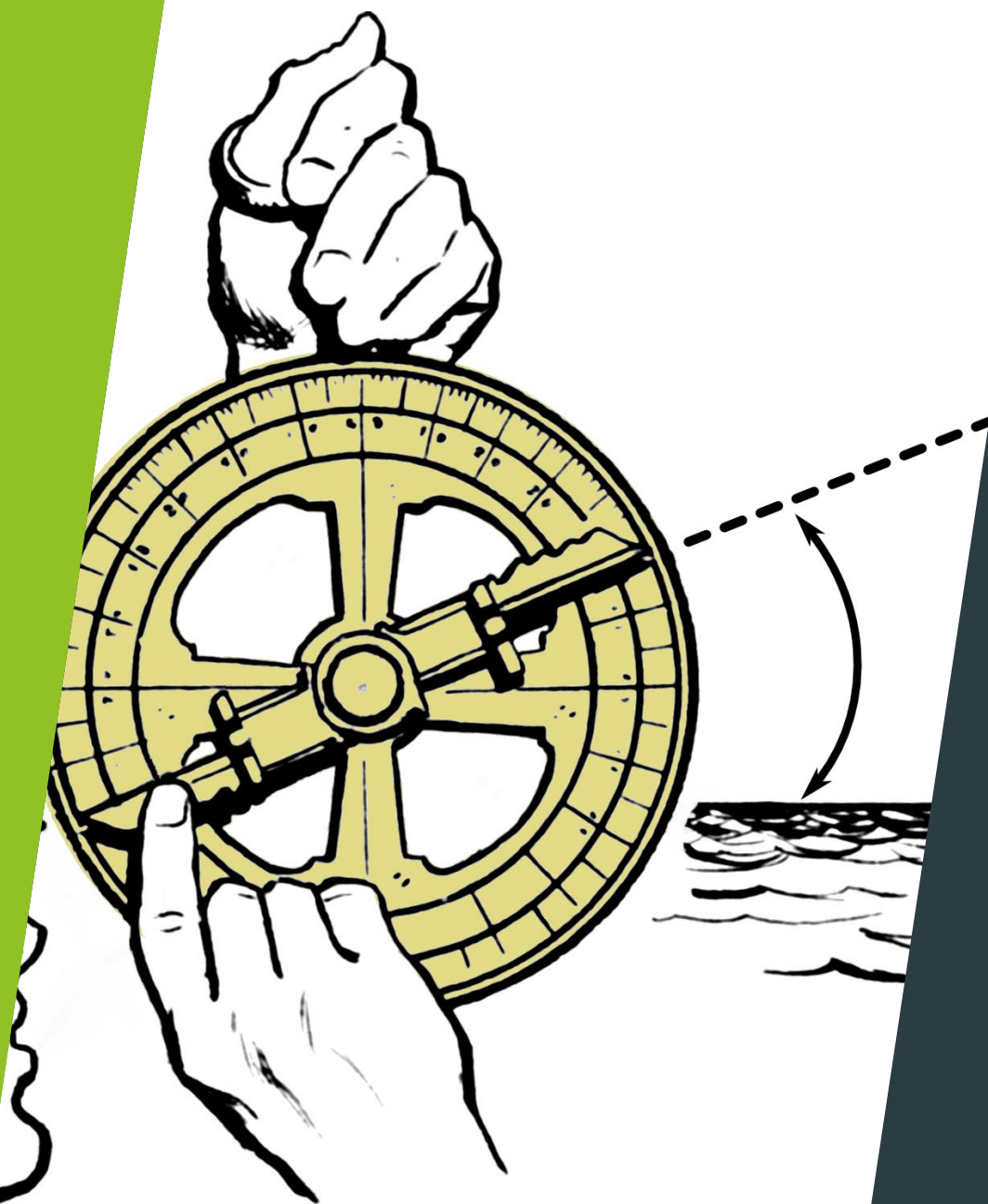
▶ SUBTENANT

- ▶ You may have an agreement to pay less than the actual rent.
 - ▶ If the original tenant fails to pay their share of rent you can be evicted
 - ▶ Fees for late or partial payments may also be added
 - ▶ You may be pursued for all costs and rent owed.
- ▶ Student Legal Services cannot represent one student against another.

Tips for Sublessors

- ▶ Request and get permission, in writing, from your landlord to sublease
- ▶ Be sure your sublease is in writing. Make sure it is signed and dated by your landlord, the subtenant, and yourself. **KEEP A COPY.**
- ▶ Obtain a damage deposit from subtenants
- ▶ Never leave any utilities in your name (water, lights, cable, internet etc.)
- ▶ Know the financial history of your subtenants



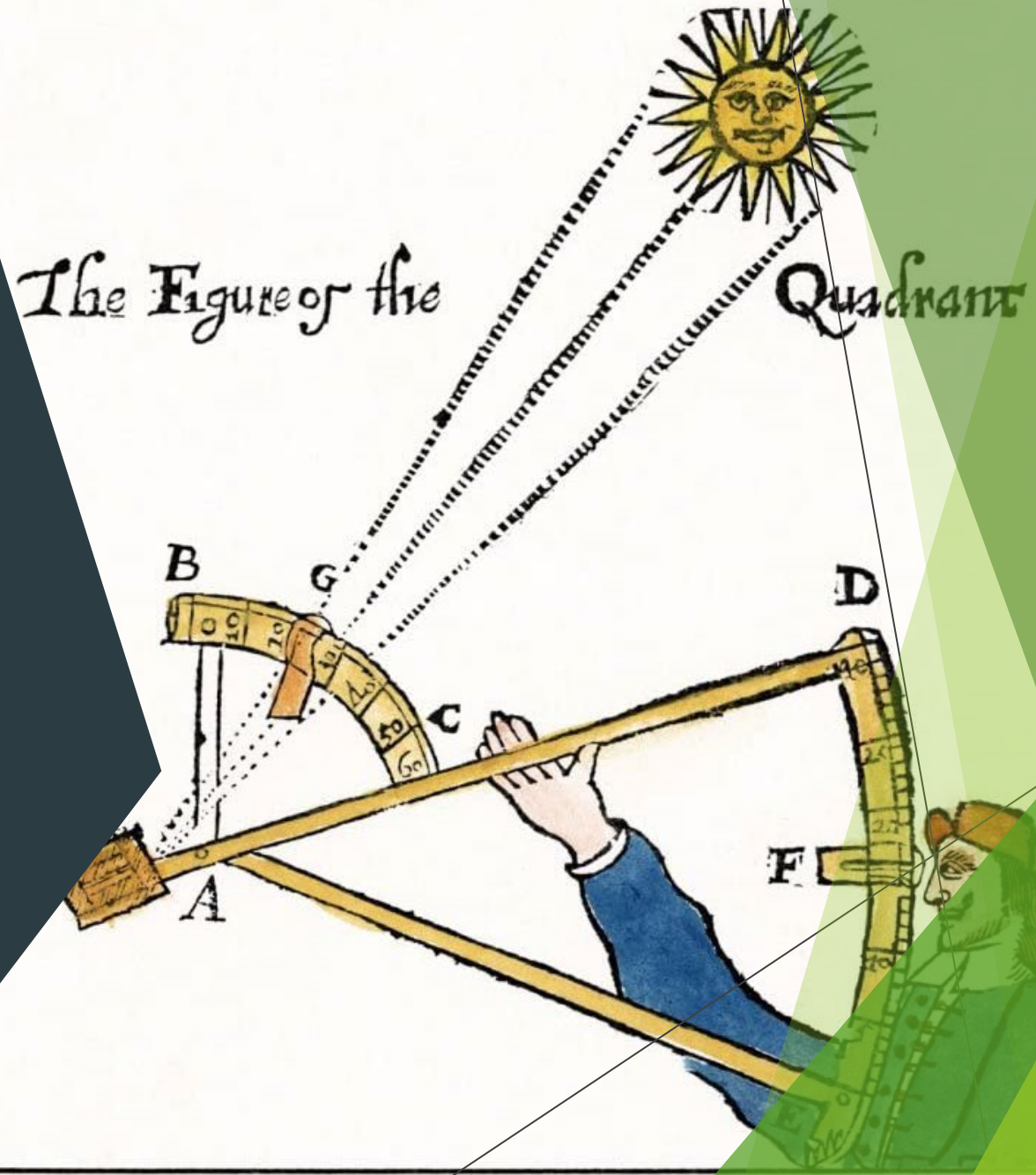


Tips for Sublessors

- ▶ Obtain a local AND “at home” address of your subtenant(s) in the event of a lawsuit
- ▶ Walk through your apartment with the landlord before you move out to verify any damage, and again with the subtenant before the sub-tenant vacates.
- ▶ You remain liable for unpaid rents and subtenant damages.
- ▶ Suing the subtenant for reimbursement is a cumbersome process.

Tips for Sublessees

- ▶ Be sure your sublease is in writing. Make sure it is signed and dated by your landlord, the original tenant, and yourself. KEEP A COPY.
- ▶ READ THE LEASE. You are bound to all the conditions of the original tenant's lease.
- ▶ Walk through the apartment with the original tenant before you move in to verify any damage, and again with the original tenant before vacating.
- ▶ Obtain a local AND "at home" address of the original tenant(s) in the event of a lawsuit
- ▶ You are still responsible for the rent
 - ▶ Be aware of the difference in rent that the original tenant is paying
- ▶ Confirm you are only responsible for the term you are subleasing



_____ due to me (check one) _____ Lessor _____ Lessee on _____

2. Lessee shall pay the remainder of the rent for the term to the (check one) _____ Lessor _____ Sublessee in installments of \$ _____ due _____

3. Sublessee shall pay a \$ _____ damage deposit to (check one) _____ Lessor _____ Lessee on or before _____, 20____.

4. A joint inspection of the premises shall be conducted by Lessee and Sublessee, recording in writing, with copies for both Lessee and Sublessee, any damage or deficiency that exists at the start of the sublease period. Lessee shall be liable for the cost of any cleaning or repair to correct damages found at the start of the sublease period if not recorded in writing at the start of the sublease period, normal wear excepted.

5. The damage deposit paid by Lessee, less costs for actual damages, shall be refunded to Lessee by (check one) _____ Lessor _____ Sublessee, no later than _____, 20____.

6. The damage deposit paid by Sublessee, less costs for actual damages, shall be refunded to Sublessee by (check one) _____ Lessor _____ Lessee no later than _____, 20____.

7. Sublessee further agrees to all of the terms and conditions of the original lease, except for the rent and deposit provided therein.

Sample Sublease Agreement

occl.illinois.edu/housing/application-and-lease/docs/sublease.pdf

A painting of a pirate standing on a beach. The pirate is wearing a black hat with a red band, a black coat, and a red sash. He is holding a sword. In the foreground, there is a treasure chest with a skull and crossbones on it. In the background, there is a ship on the water.

Additional Subleasing Resources

For sublessees:

<https://occl.illinois.edu/housing/application-and-lease/#sublease>

For sublessors:

<https://occl.illinois.edu/rights-and-responsibilities/rights/#subleasing>

Q&A

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