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Breaking up (with a landlord) is hard to do

By Erin Brereton
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Four months after Chris Ford's two-bedroom Bucktown apartment was burglarized, his neighbor's apartment was broken into.

The building had been sold in between the break-ins; and Ford, 31, had heard rumors that the new owner planned to demolish the building.

Concerned about another break-in and the possibility that he might soon be pushed out by the owner, Ford decided to move despite still having two months left on his lease.

But like many other renters, Ford learned that exiting a lease can be difficult. Move out without warning, and the landlord can charge you rent until the unit is filled. If you have six months left on your lease, you could be responsible for all six months' rent.

Ford forfeited his security deposit—but wasn't charged additional rent money.

"I figured there was less chance of legal action due to their intention to be property developers, not landlords," he says.

Tenants try to end leases for a number of reasons—safety issues, getting a new job out of state, or getting divorced.

However, to break a lease, a tenant's reasons for moving aren't nearly as important as how well the landlord has managed the property, according to Douglas Pensack, associate director of the Illinois Tenant Union, a non-profit tenant-rights organization.

"Potentially serious problems could constitute a legal basis for terminating a lease," Pensack says.

Illinois law says tenants can terminate their lease if a property is rendered uninhabitable due to a major problem

such as flooding, Pensack says.

In Chicago, an apartment doesn't have to be uninhabitable to break a lease. A unit just has to be considered not reasonably fit—and “there are thousands of potential building code violations” that could apply, such as mice or insect infestations or unsafe stairs, Pensack says.

To break a lease, you need to give your landlord or management company notice of your intention and why, in writing.

The landlord has 14 days to correct any cited property issues. If they aren't fixed, a tenant has the right to leave on Day 15 or any time within a month. The tenant owes rent until he or she leaves, but will not be held liable for future rent.

If tenants cannot legally justify breaking the lease, but need to move for a new job or another reason, they must take action to avoid hefty rent costs.

Subletting the unit is one option. But the tenant remains responsible for any damage or unpaid rent.

Landlords are required by state law to try to rent the unit after you move. If they don't, you aren't legally responsible for paying the rent left on the lease, Pensack says. But if the landlord lists the unit, you may have to pay until a new tenant is found.

Most units rent within one or two months, according to Paul Houillon, owner of Chicago-based Connected Property Management LLC. But if you're concerned the process could take longer, Houillon advises proposing a lease-termination agreement in which you might offer to pay a month's rent or other fee to end the lease.

A tenant also can volunteer to give up his security deposit. But landlords cannot legally keep a deposit or its annual interest unless tenants have caused damage or still owe rent. Those are the only two legal reasons to keep a security deposit, Pensack said.

Although many tenants think they can just move if they're unhappy, that's not the case. “Moving by itself doesn't terminate a lease,” Pensack says.

Getting legal help to break a lease will cost you. But it will ensure that you are taking the appropriate actions, Pensack says. Attorney fees vary; the Illinois Tenant Union charges a minimum of \$300 to assist in breaking a lease.

The Metropolitan Tenants Organization offers some additional options. Renters can use the sample letter on the group's Web site to give notice to their landlord. The group also runs a general tenants' rights hot line at 773-292-4988 that provides advice from 1 p.m. to 5 p.m. Monday through Friday.

Tenants who call may be put in touch with one of the four pro-bono [volunteer] attorneys MTO works with, says David Wilson, community organizer and hot-line counselor. “We'll get information and find out why they want to break the lease,” Wilson says. “If we feel that you need an attorney, we will refer you.”

If you can't find a legal way to break your lease, follow the proper steps—such as proactively notifying your landlord or management company and suggesting a lease termination agreement, Houillon says. “If you're dealing with a reasonable company and have a good rental history, they'll probably be willing to work with you.”

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