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.
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.
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
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
Sample Sublease Agreement

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

ILLINOIS
Student Legal Services
STUDENT AFFAIRS

324 Illini Union
1401 W Green St., Urbana, Illinois
217-333-9053
studentlegalservice@illinois.edu
odos.illinois.edu/sls

300 Turner Student Services Building
610 East John Street, Champaign, Illinois
(217) 333-0112
occl.illinois.edu