SUBLEASING RISKS

The sublease is not a release from the lease. Both parties can be held responsible for owed money.

Some Risks of Subletting (original tenant):
1. **A sublease is NOT a release from the lease.**
   You are trusting the subtenant to pay rent on time and not cause damages. You may be held responsible.
2. **If the subtenant does not pay rent, you may be held responsible.**
3. **If the subtenant causes damages (or does not clean), you may be pursued by the landlord.**

Some Risks of being the Subtenant:
1. **If the original tenant owes money, you may be evicted.** Ask for a copy of the account to see payments.
2. **If the original tenant owed rent, you may be pursued for the money.** Ask for a copy of the account to see payments.
3. **If the original tenant caused damage or owes money, you may be pursued beyond the amount of the deposit you paid.** This can occur if there was damage when you moved in, if the original tenant owes rent/fees, or there is a charge at the end of the lease.

Off-Campus Community Living does not provide legal services of any kind. All information provided is intended to help the average person prevent problems and deal with common concerns of renting. When legal help is needed, always consult with an attorney at law.

**FIND A SUBLEASE OR SUBTENANT**
- The U of I Study Abroad Housing Board
  *StudyAbroad.illinois.edu*
  (must have student ID to view listings)
- Craigslist.org - don’t give out personal information and watch for scams!
- The Daily Illini classified section

**Strategies for finding a subtenant:**
**Don’t leave it to your landlord to sublease.**
Walk interested tenants to the office and make sure they sign for YOUR apartment.

**Locating a summer subtenant:** This will be difficult as many students are looking for a subtenant for the summer. Consider making your rent price negotiable.

**Other Options for a 6 month Lease:**
You don’t HAVE to sublease. There may be other options available.

1. **University Housing Apartments** - If you are no longer a student, they may let you out of your lease early. These are apartments, not residence halls.
   *Housing.illinois.edu*

2. **Private Certified Housing** - Some of the buildings work like University Housing and will allow you out of the lease early if you are no longer a student. Ask to see the lease.
   *Certified.Housing.illinois.edu*

3. **Ask OCCL for apartments** that MAY agree to a 6 month lease.

**I ILLINOIS**

Off-Campus Community Living
300 Turner Student Services Building
*occl.illinois.edu*
AVOID SUBLEASING RISKS!

Original Tenant & Subtenant:

☐ Do not sublet without the landlord’s written consent.

☐ Sign a written sublease agreement with the landlord AND the tenant. Get a COPY.

☐ Conduct a joint inspection of the condition of the apartment on the start date of the sublease. Get it notarized for free at OCCL.

Subtenant:

☐ Get a copy of the original lease and read it before you sign anything or pay any money. You are subletting the lease and will be bound to all the terms.

☐ Look at the charges in the lease. There may be fees at the end of the lease and the subtenant may be charged the fees if they are the last one in the rental.

☐ State clearly whether you are subletting the entire apartment or just one bedroom of the apartment and shared used of common areas.

☐ Arrange for all utility services to be started in your name on the start date of the sublease.

☐ Pay rent to the landlord and not the tenant.

☐ Pay any deposit directly to the landlord, not to the original tenant.

☐ Ask the landlord for the account history to make sure all fees and rent are paid up-to-date.

☐ Pay with a CHECK and get a receipt.

SUBLEASE AGREEMENT:

This is an agreement to sublet real property according to the terms below:

Lessee (original tenant) __________________________________________________________

Sublessee (person(s) moving in) ______________________________________________________

and the Lessor (landlord) ____________________________________________________________

for the period beginning ______________________ and ending on ________________________ for the premises located at
_________________________________________________________________ Apt. _______ City of
____________________________________ Champaign County, Illinois. Sublease is for possession of (check one): ______
entire rental unit or ______ % of the rental unit under the following terms:

1. Sublessee shall pay the total sum of $_______________ as rent for the sublease term, in installments of $____________ due to
the (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 deficiencies that exist 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 time of this inspection. Sublessee shall be liable for the cost of any cleaning or repair to
correct damages found at the end of the sublease period if not recorded on the inspection report made 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.

8. Lessor, by signing below, consents to this sublease and agrees that Sublessee shall not be evicted for reason of breach of the lease or
sublease agreement by the original Lessee.

9. Additional agreements: ________________________________________________________________
___________________________________________________________________________________

Lessee __________________________________________ Date _________________________________

Lessee __________________________________________ Date _________________________________

Sublessee ________________________________________ Date _________________________________

Sublessee ________________________________________ Date _________________________________

Lessor __________________________________________ Date _________________________________