



DE PAUL UNIVERSITY

STUDENT LEGAL SERVICES HANDBOOK

University Student Legal Service
990 W. Fullerton Ave.
Chicago, Illinois 60614
Phone: [773] 325-4959
Fax: [773] 348-4802
<http://condor.depaul.edu/~sls>
SLS@depaul.edu

Established in 2006 through a collaboration between the President of the University's Office and the Student Government Association; the Student Legal Service Office strives both to help students deal with legal problems that may arise in their university experience and to educate students about their legal rights and responsibilities. Student Legal Services Office [SLS] is funded by the Student Services Activity Fee.

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BASICS

Location and Hours

SLS Office is located in the 990 Building on Fullerton Avenue in Room 1800. The 990 Building is on the NE corner of Fullerton and Sheffield Avenues just west of the elevated train tracks. SLS Office hours are 1:00 pm to 4:30 pm on Tuesdays and 8:30 am to 12:00 noon and 1:00 pm to 4:30 pm on Wednesday and Thursdays. Appointments may be scheduled at other times by telephone.

SLS Staff

The Student Legal Service office [SLS] is directed by Rev. Thomas M. Croak, C.M., a Vincentian Priest and an attorney with many years of experience at DePaul University both as faculty and administrator.

SLS Governance

SLS is a program associated with but totally distinct from the Office of the General Counsel of DePaul University.

Using SLS

SLS operates on an appointment basis. Students may make an appointment by calling [773] 325-4959 or by logging on to SLS webpage at SLS@depaul.edu. SLS does not give legal advice over the phone. Eligible student clients must complete an Intake Form and an Attorney Contact Form prior to meeting with the SLS attorney. In order to receive these forms, the student must present a valid DePaul ID card in person to the SLS attorney who will explain and distribute these forms to the student client. The student client will then make an appointment for an initial consultation. While it is possible that the attorney will see the student client on the same day, it is not guaranteed. The student client is encouraged to make an appointment with SLS as soon as s/he thinks s/he may need legal assistance. The student client must not wait until the day before s/he is to appear in court or be served notice of legal action to contact SLS.

Eligibility: Fees & Costs

All currently enrolled full-time undergraduate students at DePaul University who have paid and not been refunded the \$25 Student Activity Fee are eligible to use SLS without an additional fee charge. Graduate students and part-time undergraduate students must pay a \$10 per visit fee. All student clients are responsible for all out-of-pocket expenses, including court filing fees, long-distance phone calls, postage, fax and photocopying charges associated with their cases.

POLICIES

Confidentiality

SLS office is obliged to preserve the confidentiality of the student client according to the Illinois Rules of Professional Conduct for attorneys. SLS will not divulge to anyone information about a student client's issue or communication from a student client without the client's permission, except as required by law or pursuant to the aforementioned Illinois Rules of Professional Conduct. Since the legal right to preserve confidential information belongs to the student client, s/he must be careful not to disclose such information about her/his case inadvertently.

Missed Appointments

Student clients are expected to call the SLS office in advance to cancel or reschedule an appointment. If a student client misses two appointments in a quarter without having called in advance, that student may receive a termination of representation letter from SLS. Should that student again seek the services of SLS, s/he may be assessed the same \$10 appointment fee as non-eligible students.

EDUCATION & REFERRALS

Legal Education

SLS seeks to provide the students at DePaul University with free or low-cost legal advice and education on a wide range of common problems, including rental and contract issues, misdemeanor offenses and more. The purpose of SLS is to help the students understand their rights and obligations under the law and to provide general recommendations on the useful resources available to students.

Referrals

While SLS will not represent student clients in court, if the student client needs an attorney, SLS will refer the client to a licensed practicing attorney with experience related to her/his case.

ADVOCACY FOR STUDENT CLIENTS

Extent of SLS Services

SLS is obliged to represent the student client's interest zealously within the bounds of the law and the Rules of Professional Conduct. This representation may include advice, document preparation, limited negotiation and referral to another attorney. SLS reserves the right to assess the merits of a particular matter and determine whether legal services will be given to the student client in that matter. No legal advice will be given over the telephone or by email.

SLS Included Services

SLS will provide advice on landlord-tenant issues, including providing a checklist for student clients to use prior to entering into rental agreements. SLS will assist student clients in disputes with landlords prior to in-court actions, including advocacy on behalf of the student client to secure repairs, security deposits and lease interpretations. SLS will provide advice to student clients involved in misdemeanor offenses and city ordinance violations. This includes contacting civil authorities and the police when necessary to determine whether the student client needs in-court representation. SLS will provide advice on other types of leases or minor business contracts as presented by the student client both before and after the fact of the lease or minor business engagement. These include advice on credit card and/or non-university loan agreements.

SLS Excluded Services

SLS will not provide representation on bankruptcy actions, name changes, contingent fee matters, auto accidents, insurance problems, and divorce, custody or legal separation issues. Furthermore, SLS will not provide representation in income producing activities, felony criminal actions, real estate actions, other than landlord-tenant issues, passport, visa or immigration problems, including a green card issue. However, SLS may provide advice in any these matters. SLS will not assist or advise student clients in claims

against DePaul University, any DePaul employee [faculty or staff] or in actions against other DePaul University students or student organizations. SLS will not assist or advise student clients in student disciplinary matters or in any other matter in which the student and the university are in an adversarial posture. Finally, SLS will not prepare wills or trusts for student clients and will not represent student clients in small claims actions. However, in these latter cases, SLS may provide advice and referral to attorneys who do undertake such preparations and representations. In no case will SLS provide in-court representation to student clients since such representation will unduly burden SLS resources to the detriment of other eligible students.

Student Client Responsibilities

In order that SLS may provide the best service to the students, student clients must be truthful in dealing with SLS by providing complete and accurate information about their eligibility and their cases. The student client must provide all available records, documents and information related to their cases and update this information as needed. The student client must attend all scheduled appointments both with SLS, any attorney to which SLS refers the student client and all scheduled court appearances. If the student client cannot attend these appointments or appearances, the student client must inform SLS or the attorney representing her/him immediately. The student client must pay any and all expenses incurred in their cases promptly; these include filing or attorney fees and court costs. It is the responsibility of the student client to inform SLS of any change in address, telephone number or her/his name immediately as that change occurs.

Withdrawal of Representation

SLS will withdraw from any representation when a student client is no longer eligible for such representation. Withdrawal also occurs when necessary to comply with the ethical and legal requirements of a specific situation. Withdrawal may also occur when the student client has been referred to another attorney for representation, when the student client has been disrespectful to the SLS personnel, when the student client has not met her/his client responsibilities or has failed to comply with certain university or SLS policies. SLS will issue to the student client a formal letter of termination of representation in the above circumstances.

File Destruction

SLS must periodically destroy files. A student client must contact SLS within three years of the conclusion of the legal matter at issue or the withdrawal of SLS representation to obtain material from her/his file. If no such request is made with-in that three year period, SLS will assume that the student client forfeits their claim to the file and agrees to SLS destruction of the file.

Things to Know Before You Sign Your Lease

By Laura Eshbach and Julie Isen
Student Legal Services

Many of the students that come into Student Legal Services are having problems with their landlords and are looking for advice. While we are always happy to help, avoiding these problems altogether would be a preferable state of affairs. Here are a few tips on how to avoid some of the most common problems we see:

1. Look at the actual unit you are renting before you sign the lease. You may find that the actual unit is not as similar to the model as the landlord may have let on. In addition to checking out the apartment, check out the building and neighborhood. Make sure it's somewhere you are comfortable for the entire lease term and make sure there are working locks on the building and the unit.
2. Choose your roommates wisely. Include all roommates on your lease.
3. Read your entire lease. If you don't understand something, find out what it means BEFORE you sign. Student Legal Services will be happy to take a look at the lease and answer any questions you have.
4. Often landlords use a standard lease form and fill in things like the address and rent amount. Make sure all the blanks are filled in correctly. Don't sign a lease with blanks in it. If you have agreed on a provision orally, make sure it is written in the agreement. This includes repairs to be done before you move in.
5. Make sure you know what is included in the rent. Sometimes the rent rate includes certain utilities; sometimes it doesn't. Find out what the utility rates are, and make sure to include them in your budget.
6. Ask questions. Besides talking to the landlord, try to ask the current tenants or neighbors if you feel there is anything you need to know. Also, if you need an accurate estimate of utility costs, contact the utility company directly.
7. Keep documentation of everything, including a copy of the signed lease.
8. Make a detailed list of the condition of the apartment right when you move in. Keep that list until you get the security deposit back to make sure you get the correct amount in return. Make sure you pay the last month's rent even if the security deposit covers it.
9. If your landlord fails to repair a problem that materially affects your health and safety, you may be able to escrow your next rent with the court and not pay your landlord. You must be current in your rent, and you must give written notice about the problem to your landlord.
10. When you move out, try to contact your landlord to go over the premises with you so you can discuss any damages that will be taken out of the security deposit. Leave your forwarding address for the landlord when you move out.
11. Check the Student Legal Services website [www.depaul.edu/~sls] for more tips or information, including information on Renter's Insurance.

APARTMENT INVENTORY

Move In

Check if defective/Comments

[illegible]

Carpet
Drapes
Walls
Hallways
Storage Closets
Entry Door
Coat Closet
Lights
Windows

Bedrooms

Carpet
Windows
Heat Registers
Lights
Closet
Doors

Bathrooms

Tile
Toilet
Tub & Sink
Mirror
Medicine Cabinet
Lights
Floor
Towel Bars
Shower Rod

Kitchen

Range
Burners
Exhaust Fan
Oven/Racks
Refrigerator
Freezer
Ice Trays
Interior
General
Cabinets/Drawers
Sink/Disposal

Move Out

Check if Defective/Comments

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

	Lights	
	Walls	
	Floor	
	Windows/Screens	

MISC: _____

Owner will make the following repairs by the following dates:

Repair _____	Date _____
Repair _____	Date _____

Signatures:

_____ Owner/Agent	_____ Date
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_____ Resident	_____ Date
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ROOMMATE CONTRACT

This contract should be used by roommates prior to entering into a lease agreement to define the rights and responsibilities of each roommate before a problem has arisen. Be sure to keep a copy for your records.

This agreement is between _____ [full name], _____ [full name], and _____ [full name] pertaining to the property located at _____ [address] _____ [city/state/zip].

Agreement

I. Payment of Rent and Utilities:

Each resident agrees to pay _____ % of the rent and _____ % of the gas, water, electricity and fixed monthly telephone charges. A record of long distance calls made by each resident will be kept and each resident will be responsible for prompt payment of their portion of the long distance calls billed each month. Each resident is responsible for the calls placed by their friends or relatives. The rent will be paid on the _____ [day] of the month by (designate person) _____ [full name] and the utility bills will be paid by (designate person) _____ [full name] within 15 days of the day the bill is received.

II. Written Notice Required:

If any roommate wishes to leave, they will give the other tenants and the landlord/lady 30 days written notice. In order to be acceptable, written notice must be provided to all parties no later than the first day of the last month of residency. In addition, the person moving will pay his/her rent before he/she leaves for the entire 30 day notice period, even if he/she leaves sooner. The exception will be if the residents have signed a lease for a specified period of time. A 30 day notice will not release the leaving resident from his/her legal responsibilities to the landlord/lady or the other residents.

III. Overnight Guests:

No person(s) will be invited or allowed to stay overnight (or longer) without permission of all residents.

IV. Who Gets the Apartment:

If, at the end of the lease period, the roommates do not wish to continue to live together but both/all wish to remain in the above-named residence, a third party will be mutually agreed upon to draw the name of the roommate who will retain the right of sole occupancy. The person(s) who lose(s) will vacate the apartment within 30 days.

V. Late Fees:

If any of the tenants cannot pay their portion of the rent on the date it is due, the tenant who cannot pay or pays late will be responsible for any late charges accrued and consequences of a contractual landlord's lien, if exercised.

VI. Security Deposit:

Each resident will pay \$_____ for the security deposit. Each resident will be responsible for damage done by them, their guests and family. If damage exceeds the amount of resident's security deposit and money is deducted from other resident's security deposit(s) by the landlord, the responsible resident will repay the amount deducted to the other residents within 30 days of the date of deduction.

VII. Property Division:

Property acquired together to furnish the residence will be disposed of by one of the following methods:

- A. Property will be sold and money divided equally, or
- B. Resident will buy out other resident(s). Sales receipts for the property will be kept and buying out price shall not exceed original price paid minus 10% for depreciation.

VIII. Other Agreements of Residents:

ANY OF THESE PROVISIONS MAY BE CHANGED BY WRITTEN MUTUAL CONSENT. THIS AGREEMENT WILL BE ATTACHED TO ALL RESIDENT'S COPIES OF THE LEASE CONTRACT. PROVISIONS MAY BE OMITTED BY MARKING OUT AND INITIALLING BY ALL RESIDENTS. THIS AGREEMENT IS ONLY BINDING ON THOSE WHO SIGN IT.

I DO HEREBY CONSENT TO ABIDE BY THIS AGREEMENT.

Name

Date

Name

Date

Name

Date

WITNESSED BY: (not relatives or roommates)

Print Name

Address

City/ state/zip code

Sign Name

Date