

STUDENT LEGAL SERVICE ANNUAL REPORT

July 1, 1990- June 30, 1991

STUDENT LEGAL SERVICE
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July 1, 1990 - June 30, 1991

The Student Legal Service staff attorneys pursuant to the Student Legal Services Plan are pleased to submit this annual report to the Student Legal Service Advisory Board and to the University of Illinois at Urbana-Champaign. The Student Legal Service program is in excellent financial condition and is serving an ever larger number of students. During this reporting period the office interviewed 1624 students on advice only matters. The office formally opened an additional 828 cases thus serving a total of 2452. (See page 13). For the second year the office has utilized the services of three full time attorneys which has reduced appointment waiting time to an average of less than two days. Current attorney staffing levels have permitted greater preparation for cases and most importantly a substantial increase in preventive legal education efforts (See page 6).

Thomas E. Betz is now serving in his sixth year as an attorney with the program. Betz is a 1981 graduate of Wayne State University Law School, a member of the Michigan and Illinois Bars and the Champaign county Bar Association. Betz currently serves on the Criminal Law committee of the Champaign County Bar Association. Betz is a member of the National Lawyer's Guild and is also serving a fourth term as President of the Champaign County American Civil Liberties Union.

Susan Y. Hesse is serving in her fourth year as an attorney with the program. Hesse is a 1982 graduate of the University of Illinois college of Law. Hesse is a member of the Illinois and Michigan Bars. Hesse is active with the Champaign County Bar Association serving this past year on the Social Committee. She is also active in the Lawyer's Committee on Nuclear Policy.

Sue Ann Sheldon is completing her first year with the Program. Sheldon is a graduate of the University of California-Hastings Law School and is admitted to practice in California and Illinois. Sheldon will be leaving the program on June 30, 1991 to live in the State of Tennessee with her family. Her legal skills and her wonderful personality will be missed by the entire staff.

The Advisory Board has now hired John P. Popek as the new third attorney for the office. John is a 1987 graduate of the University of Tulsa. We look forward to working with John in the coming years.

Michelle Greenberg worked as a legal intern in the office during the Spring semester. Greenberg has outstanding client counseling skills and will be an asset to her future employer.

Elizabeth Dowling retired from the office on March 30, 1991. Her longtime service and dedication to the office cannot be sufficiently praised. Lonna Murphy is currently working as office secretary and is doing a fine job.

Throughout the year the attorneys participated in numerous educational and promotional events. (page 6). During the fall and winter S.O.R.F. refund periods informational literature was distributed to all campus residence hall mail boxes. S.O.R.F. refund rates remain very low with an ever increasing awareness of the program. This year the S.O.R.F. fee was reapproved by the Student body by a vote of 2,158 to 567. Student Legal Service surveyed clientele regarding how they learned about the program. This survey revealed the following sources for knowledge about the program:

Friends	38%
Previous use	7%
Daily Illini	3.5%
Tenant Union	2.5%
Mailings	2%
Orientation	2%
I-book	2%
Phone book	2%
Dean	1%
SORF	1%
Just knew	1%

Other sources were: Previous school, Court, Walked in, Faculty referral, Directorate, Public knowledge, Student Handbook, and, the Information desk.

Advertising needs and other outreach efforts can now be more carefully tailored.

As a component of office preventive education efforts the staff attorneys authored five forums in the Daily Illini which were well received. (see pg. 7). This effort will continue so long as the Daily Illini is willing to accept office contributions. The office also purchased several advertisements in the Daily Illini which increase awareness of the program and often humorously educate students about their legal rights.

The office now has 15 in house brochures which are widely distributed. The new brochure on "Changing Your Name" has been very useful for students in reviewing this option.

Landlord-Tenant and general housing matters remain the most time consuming aspect of office legal work. The office saw its greatest impact on daily student life in housing cases. Despite current market conditions security deposit violations remain a major problem. Uninhabitability and deterioration of buildings (landlord failures to repair) remain a constant problem. International students seem to be frequent victims of the minority of less than scrupulous landlords.

As was true last year the increased traffic enforcement and the defacto "quota" system used by the Champaign Police Department has caused a manageable deluge of students seeking assistance in traffic matters. The current ticket writing binge has severely impacted the traffic court system which has always been congested. There appears to be no let up in sight and thus the office will continue full efforts to represent students.

In July, 1990 Thomas E. Betz and Susan Y. Hesse attended the National Legal Aid and Defenders Student Legal Service Division Conference in San Diego, California. The Conference provided ten continuing legal education seminars in legal areas common to student legal service programs. This annual conference provides new ideas for the program to strengthen and expand preventive legal education in addition to the substantive legal updates.

The office is now located at 324 Illini Union. The new more spacious office quarters allow for a separate library/intern room and an expanded client reception area. The entire staff appreciates the efforts of the Illini Union Board and The Student Legal Services Advisory Board in bringing about our present accommodations. The office proximity to the Tenant Union has been invaluable in sharing ideas and in making appropriate referrals.

In the 1991-1992 reporting period we hope to further expand and consolidate our educational materials and become a fixture on the Daily Illini Forum page. We look forward to a challenging and stimulating 1991-1992 school year.

1991-1992 SUGGESTIONS FOR ADVISORY BOARD CONSIDERATION

1. An intra-University meeting of student service providers/organizations to share ideas and concerns and to fully develop a strong referral system would be useful at least once each semester. The Counseling Center, the Housing Office, the Ombudsman's Office etc. should be a part of the meeting. The Student Legal Service staff could benefit from more contact and knowledge about other services on campus and their guidelines.

2. The Board should consider raising continuing legal education to \$1,000 per attorney each year. This will permit attendance at the Annual Workshop/Conference and additional workshops in Illinois.

OFFICE BROCHURES

STUDENT LEGAL SERVICE PROGRAM

YOUR COURT APPEARANCE

PHONY ID'S

CITY OFFENSES

COURT SUPERVISION

YOUR SECURITY DEPOSIT

MARIJUANA LAWS IN ILLINOIS

CONSUMER RIGHTS

SEXUAL VIOLENCE

INFORMATION ON COPYRIGHT

ALCOHOL LAWS IN ILLINOIS

GUIDELINES FOR TRAFFIC OFFENSES

INFORMATION ABOUT DIVORCE

ARREST CARD

CHANGING YOUR NAME

SPEAKING ENGAGEMENTS & EVENTS

Look Before You Lease:

Dates and locations:

Garner	January 10, 1990	Forbes	January 21, 1991
Snyder	January 13, 1991	LAR	January 22, 1991
ISR	January 14, 1991	Illini Union	January 23, 1991
FAR	January 15, 1991	Illini Tower	January 23, 1991
Taft	January 15, 1991	Hendrick	January 24, 1991
100 Greg	January 16, 1991	Bromley	January 27, 1991
PAR	January 17, 1991	Sherman	January 28, 1991
Busey	January 17, 1991	Daniels	January 30, 1991

International Student Orientation

Summer 1990
Fall 1990
Spring 1991
Summer 1991

Summer Orientation for incoming students and their parents.
All of our brochures (13), on display as handouts.

May 29 - July 6, 1990
May 27 - July 7, 1991

Quad Day - August 22, 1990

Panel for the Paraprofessional Career Consultant Practicum
Course - November 28, 1990

Client Counseling at the Law School - February 6, 1991

Women's Career Resource Fair - March 19, 1991

NEWSPAPER ARTICLES

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Need Help? There's a Lot of it Available, the News Gazette, August 17, 1990.	i
Housing Doesn't Have to be Hell, Daily Illini, August 29, 1990.	ii
Stop Getting Ripped Off by Local Landlords, Daily Illini, August 29, 1990.	iii
Students Should Watch Mailbox for Last Year's Damage Deposits, Daily Illini, August 29, 1990.	iv
Legal Service at New Office in Illini Union, Daily Illini, September 14, 1990.	v
Campus Offices Offer Help to Students Facing Military Service, Inside Illinois, January 17, 1991.	vi
Don't Get Fooled by Spring Break Rip-Offs, Daily Illini, January 23, 1991.	vii
Traveling Students Must Make Financial Plan, Daily Illini, February 15, 1991.	viii
Most Residents of Destroyed House Lacked Insurance, Daily Illini, February 19, 1991.	ix
When Searching for Housing, Avoid Some Common Pitfalls, Daily Illini, February 21, 1991	x
Vote to Help the Earth, Daily Illini, March 5, 1991.	xi
Records Can Come Back to Haunt, Daily Illini, March 12, 1991.	xii
Drug Raids on Virginia Fraternities Won't Prompt UI Probes-Officials, Daily Illini, April 3, 1991.	xiii
Examine Your Lease Carefully, Daily Illini, April 8, 1991.	xiv
Beware of Tenancy Rip-Offs, Daily Illini, April 29, 1991	xv

STUDENT LEGAL SERVICE INFORMATIONAL ADVERTISEMENTS
(In Daily Illini)

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YOUR SECURITY DEPOSIT, DON'T GET MAD-GET EVEN. . . . xvi

WELCOME TO THE CHAMPAIGN COUNTY COURTHOUSE
BAR, GRILLE AND RESORT xvii

MARIJUANA AND YOUR FINANCIAL AID xviii

LAW DAY USA - May 1, 1991 xix

SPECIAL LETTERS OF ACKNOWLEDGMENT

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CAREER SERVICES CENTER xxi

SPECIAL REQUESTS FOR OFFICE BROCHURE DISTRIBUTIONS

Office of International Students, 500 program brochures,
July 20, 1990.

Summer Orientation for incoming students and their parents.

All of our brochures (13) on display as handouts, May 29-
July 6, 1990 and May 27-July 7, 1991.

Graduate College of Urban Planning, 50 program brochures and
30 traffic brochures, May 30, 1991.

Department of Campus Safety, 200 sexual violence brochures,
September 4, 1990.

STUDENT LEGAL SERVICE

Statistics for July 1, 1990 to June 31, 1991

<u>Advice-Only Matters</u> (Where case not opened)		<u>Cases Opened</u>	
Accident	82	Accident	26
Adoption	1	Adoption	1
Adoption records	2	Assault	1
Affidavit	1	Auto damage	1
Assault	1	Auto repair	1
Auto damage	1	Bad checks	1
Auto repair	9	Baggage claim	1
Auto sales	1	Baggage loss	1
Bad check	5	Bailment	1
Baggage loss	2	Bankruptcy	1
Bailment	3	Bicycle damage	1
Banking	3	Carrier liability	1
Bankruptcy	9	Certification	7
Bar admission	1	Child support	1
Battery	1	City offense	43
Certification	6	Collection	1
Child support	1	Consumer	31
City offense	88	Contract	1
Civil	1	Credit record	2
Collection	6	Criminal	31
Conservation ticket	3	Discipline	10
Constitutional rights	2	Divorce	22
Consumer	218	Domestic	3
Contract	32	DUI	4
Copyright	5	Employment	2
Credit card	1	Expungement	2
Credit record	7	Family	7
Crime victim	1	Forged checks	1
Criminal	64	Guardianship	1
Defamation	2	Housing	174
Discipline	31	Insurance	13
Divorce	26	Miscellaneous	4
Domestic relations	2	Name change	18
Domestic violence	1	Notary	1
DUI	7	Order of protection	1
Employment	36	Parking tickets	1
Environment	1	Paternity	2
Estate	2	Power of attorney	13
Expungement	3	Property damage	2
False imprisonment	1	Small claims	9
Family	31	Social security	1
Financial aid	6	Student loans	3
Garnishment	1	Student scholarship	1
Guardianship	2	Towing	4
Harassment	1	Traffic	419
Housing	265	Travel	<u>6</u>
Immigration	16		
Insurance	35	Total	878

Intra-university	1
Involuntary commitment	1
Judgment	1
Legal malpractice	1
Lost luggage	1
Marriage	1
Medical malpractice	1
Medical records	1
Military	1
Miscellaneous	69
Misdemeanor	11
Name change	12
Negligence	1
Notary	50
Order of Protection	2
Parking	1
Parking tickets	37
Parking violations	1
Patent	3
Paternity	5
Personal injury	17
Power bill	1
Power of attorney	18
Pre-nuptial agreement	1
Private enterprise	1
Probate	3
Promissory note	1
Property damage	4
Public aid	5
Race discrimination	1
Residency	9
Safety responsibility	1
Secretary of State	1
Security clearance	1
Sexual harassment	1
Small business	1
Small claims	28
Stolen property	1
Student loans	8
Tax	5
Ticket scalping	1
Tort	4
Towing	18
Traffic	234
Travel	14
Trespassing	1
Tuition	1
Victim's rights	11
Warranty	1
Will	1
Workman's compensation	<u>2</u>
Total	1624

Cases closed

Accident	20
Adoption	3
Auto damage	1
Baggage loss	1
Bicycle damage	1
Carrier liability	1
Certification	8
Child supooert	2
City offense	40
Collection	1
Consumer	27
Contract	3
Criminal	27
Discipline	11
Divorce	28
Domestic	1
DUI	6
Employment	3
Expungement	3
Family	7
Financial aid	1
Forged checks	1
Guardianship	1
Harassment	1
Housing	193
Immigration	1
Insurance	10
Miscellaneous	6
Misdemeanor	6
Name change	22
Notary	1
Order of protection	5
Parking tickets	1
Paternity	2
Power of attorney	14
Small cliams	8
Student loans	4
Towing	2
Traffic	417
Travel	<u>3</u>
Total	910

TOTAL INTERVIEWED FROM JULY 1, 1990 TO JUNE 31, 1991

ADVICE ONLY: 1624
CASES OPENED: 828
TOTAL FOR THE YEAR: 2452

TOTAL INTERVIEWED IN:

JULY, 1990:	ADVICE ONLY:	41
	CASES OPENED:	46
AUGUST, 1990:	ADVICE ONLY:	97
	CASES OPENED:	60
SEPTEMBER, 1990:	ADVICE ONLY:	157
	CASES OPENED:	108
OCTOBER, 1990:	ADVICE ONLY:	171
	CASES OPENED:	99
NOVEMBER, 1990:	ADVICE ONLY:	152
	CASES OPENED:	63
DECEMBER, 1990:	ADVICE ONLY:	69
	CASES OPENED:	74
JANUARY, 1991:	ADVICE ONLY:	158
	CASES OPENED:	94
FEBRUARY, 1991:	ADVICE ONLY:	144
	CASES OPENED:	60
MARCH, 1991:	ADVICE ONLY:	161
	CASES OPENED:	77
APRIL, 1991:	ADVICE ONLY:	201
	CASES OPENED:	92
MAY, 1991:	ADVICE ONLY:	144
	CASES OPENED:	58
JUNE, 1991:	ADVICE ONLY:	107
	CASES OPENED:	43

PLEASE CIRCLE ONE

1. I was satisfied with the goal the staff and I agreed to pursue in my case:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

74% 21% 0% 0% 5%

2. I consider the final resolution of my case to be fair:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

47% 37% 5% 0% 5%

3. The outcome of my case resolved my legal concern:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

42% 37% 5% 0% 5%

4. The final resolution of my case was what I desired:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

42% 21% 21% 5% 5%

5. In my opinion, the U.S. legal judicial system as a whole is:

a. Very fair, Fair, Unfair, Very unfair, No opinion

0% 84% 11% 0% 5%

b. Very understandable, Understandable, Confusing, Very confusing,

5% 58% 26% 5%

No opinion

5%

c. Very unbiased, Unbiased, Biased, Very biased, No opinion

0% 63% 21% 0% 21%

d. Very responsive, Responsive, Unresponsive, Very unresponsive,

5% 58% 16% 0%

No opinion

21%

e. Very helpful, Helpful, Unhelpful, Very unhelpful, No opinion

11% 74% 0% 0% 16%

6. Lawyers and other legal professionals on the whole are:

a. Very trustworthy, Trustworthy, Untrustworthy, Very untrustworthy,

21% 47% 21% 0%

No opinion

11%

b. Very approachable, Approachable, Unfriendly, Very unfriendly,

32% 58% 5% 0%

No opinion

5%

c. Very professional, Professional, Unprofessional,

26% 58% 11%

Very unprofessional, No opinion

0% 5%

d. Very industrious, Industrious, Lazy, Very lazy, No opinion

32% 53% 0% 0% 16%

e. Very responsible, Responsible, Irresponsible, Very irresponsible,

32% 42% 5% 5%

No opinion

16%

f. Very clear, Clear, Vague, Very vague, No opinion

21% 53% 21% 0% 5%

g. Very concerned, Concerned, Unconcerned, Very unconcerned,

21% 53% 5% 5%

No opinion

11%

h. Very dependable, Dependable, Undependable, Very undependable,

21% 53% 11% 0%

No opinion

11%

7. I respect the U. S. legal judicial system:

Very much, Somewhat, Very little

47% 37% 5%

8. Since my recent experience with SLS, this respect has:

Increased, Remained the same, Decreased

32% 58% 5%

9. I felt I was treated with courtesy and respect by the SLS staff:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

58% 26% 11% 0% 0%

10. The staff members were approachable: I felt as though I could ask questions and discuss matters freely:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

53% 37% 0% 0% 0%

11. I felt the waiting period for my appointment with SLS was reasonable, given my understanding of their situation:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

58% 21% 16% 0% 0%

12. I felt the staff members assigned to my case were competent:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

53% 37% 0% 5% 0%

13. I felt the staff afforded me adequate opportunity to participate in the handling of my case:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

58% 26% 5% 0% 0%

14. I felt SLS gave me the same quality service as a private law office would have:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

47% 11% 26% 5% 5%

15. I would use SLS again if I had a qualifying legal problem:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

74% 16% 5% 0% 0%

16. Through my experience in the legal process, and because of the particular way SLS operated, I have:

a. A better understanding of the legal process:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

21% 42% 21% 11% 0%

b. A better understanding of the role and function of attorneys:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

16% 47% 16% 16% 0%

c. Been motivated to take a greater interest in the law and current legal issues:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

21% 32% 16% 16% 0%

d. Learned that there is not necessarily a legal remedy for every problem situation:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

21% 16% 47% 5% 0%

17. I feel the SLS represents a valuable service to students:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

74% 16% 5% 0% 0%

18. I feel support of SLS to be a good allocation of a percentage of my SORF fee monies:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

84% 11% 0% 0% 0%

PLEASE CIRCLE ONE

1. I was satisfied with the goal the staff and I agreed to pursue in my case:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

71% 25% 2% 0% 2%

2. I consider the final resolution of my case to be fair:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

60% 29% 8% 2% 0%

3. The outcome of my case resolved my legal concern:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

60% 33% 4% 2% 0%

4. The final resolution of my case was what I desired:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

56% 23% 8% 8% 2%

5. In my opinion, the U.S. legal judicial system as a whole is:

a. Very fair, Fair, Unfair, Very unfair, No opinion

2% 75% 6% 4% 15%

b. Very understandable, Understandable, Confusing, Very confusing,

6% 60% 21% 10%

No opinion

2%

c. Very unbiased, Unbiased, Biased, Very biased, No opinion

2% 44% 35% 2% 19%

d. Very responsive, Responsive, Unresponsive, Very unresponsive,

6% 50% 19% 4%

No opinion

19%

e. Very helpful, Helpful, Unhelpful, Very unhelpful, No opinion

2% 63% 6% 4% 25%

6. Lawyers and other legal professionals on the whole are:

a. Very trustworthy, Trustworthy, Untrustworthy, Very untrustworthy,

13% 69% 2% 0%

No opinion

19%

b. Very approachable, Approachable, Unfriendly, Very unfriendly,

17% 71% 6% 0%

No opinion

10%

c. Very professional, Professional, Unprofessional,

31% 63% 0%

Very unprofessional, No opinion

0% 8%

d. Very industrious, Industrious, Lazy, Very lazy, No opinion

23% 52% 0% 0% 29%

e. Very responsible, Responsible, Irresponsible, Very irresponsible,

19% 69% 0% 2%

No opinion

15%

f. Very clear, Clear, Vague, Very vague, No opinion

19% 60% 4% 2% 17%

g. Very concerned, Concerned, Unconcerned, Very unconcerned,

13% 63% 8% 0%

No opinion

15%

19. I feel that without SLS I would have had greater difficulty in resolving my problem:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

73% 23% 4% 0% 4%

20. In retrospect, the legal problem I had affected my:

a. Academic performance:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

4% 23% 10% 42% 29%

b. Job performance:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

6% 17% 8% 33% 27%

c. Family life:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

8% 17% 6% 40% 27%

d. Social relationships:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

8% 19% 8% 35% 29%

e. General well-being:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

13% 44% 10% 15% 15%

Comments: _____

HELP. There's a lot of it available

By CATHERINE SPELLMAN
News-Gazette Staff Writer

Living on your own for the first time may start smoothly, but nine times out of 10, students will run into a glitch — from a health problem to a negligent landlord to trouble handling stress to discrimination.

What students sometimes do not realize is that there are a number of University of Illinois support services at their fingertips. Here's a sampling of the different services student fees support:

Counseling. The University Counseling Center is one of the most extensive in the country. With two locations — one in the Student Services building and the other at McKinley Health Center — counselors can help students with any emotional difficulty

from handling stress to mental illness. All visits are kept confidential, and appointments can be made by calling 333-3704 any morning.

Discrimination. Anyone who feels discriminated against because of race, gender, sexual orientation or any other valid reason can file a complaint through the Dean of Students Office.

Money. If you're caught short of cash during the semester, head over to the fourth floor of the Student Services Building, 610 E. John St., C. Students entering the financial aid office have two options to remedy short-term cash problems: an emergency loan or a job.

If a student is taking six credit hours or 1.5 gradu-

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Help

Continued from Page 31

ate units and does not owe money to the university, the student is eligible to apply for a short-term loan generally of up to \$200.

Right outside the office, there is also a job listing for the community and university. The financial aid office can offer a referral for students.

For many, the office's number, 333-0100, will be etched in memory, but it's easier just to walk over because the number is usually busy.

Health services. Through student fees, McKinley offers a full range of health services — X-rays, prescriptions, treatment for illnesses, a gynecological clinic and much more — all free.

The services include the acute care clinic, the preventive medicine clinic and the health education department, which includes advice on fitness, stress reduction, nutrition and sexuality.

For appointments, call 333-2716; for other information, call 333-2701.

Legal services. All students who did not get a refund on the \$5 Student Organization Resource Fee are eligible for free legal advice from Student Legal Services. The cases can range from underage drinking to disputes with landlords.

The three full-time lawyers will assist students with any problem except felonies, cases that pit students against students and cases against the university. This is a full legal practice that gives advice on all cases that meet the ground rules, although they may choose not to represent a client in court.

Students can receive information by calling 333-9053, but students need to make appointments in person at the office, 268 Illini Union.

Minority Programs. A good place to begin looking for support services and activities for minority students is the Office of Minority Affairs. The office, run by associate dean of students Michael Jeffries, helps recruit students, find them jobs, get financial aid and involve them in other activities such as the Central Black Student Union or La Casa Cultural. For information, students can call 333-0054.

Sexual assault or harassment. The office of associate dean of students Mary Ellen O'Shaughnessey is the place for students to come if they feel they have been put in an uncomfortable situation or feel they have been sexually harassed. They then can file formal complaints through the dean of students office or the academic affirmative action office.

Women who have been sexually assaulted can also go to O'Shaughnessey's office to gain counseling or begin internal university proceedings against the offender.

For information, students can call 333-9183.

Tenant Union. Students can check out the record of prospective landlords or lodge complaints against their present landlords at this consumer service funded through the Student Government Association fee. Students can call at 333-0112 but should drop by the office in 298a Illini Union for information about landlords.

University red tape. University ombudsman Hugh Satterlee is one of UI's best resources. If students or faculty are having problems getting through any process on campus, from grade disputes to discrimination cases, Satterlee is the man to see. He can act as your representative or explain why your case is not progressing as you think it should.

Students can make appointments by calling 333-1345.

8/29/90

Opinions

Editorials represent the opinion of a majority of the editorial board



Editorial

Housing doesn't have to be hell

Most students expect their return to campus after summer break to be hectic, with the hassles of registration, book buying and last-minute schedule changes ready to ruin that first week back. But every year, many students find the beginning of a new school year even more chaotic than expected, as they return to apartments or houses that are unclean, plagued with maintenance problems and partially unfurnished.

According to Tenant Union Director Esther Patt, this year proved no exception, as numerous students opened their apartment doors to find disaster.

It happens every year because some area landlords find it easy to take advantage of students, and will continue to until students consistently use their options to change the situation.

Patt said the Tenant Union received 91 student complaints between Aug. 14 and 27. Of these complaints, 27 were written, with 14 of these concerning Royal Spectrum Properties, a new company that manages 343 units. The remaining 13 were filed against separate landlords.

living up to its promises. Debbie Gossett, the company's acting manager, said Royal Spectrum was recently formed after two smaller companies merged and was not prepared enough to handle all the units.

While that may be understandable, Royal Spectrum is not offering students adequate compensation for the inconveniences. The company is offering students who clean their own apartments only \$25. Students should be insulted by such an offer and should demand that Royal Spectrum reimburse them for a bigger portion of their rent.

But the managers of Royal Spectrum, while maybe this year's most blatant offenders, are not the only landlords taking advantage of students.

Some landlords (but certainly not all) have made it a Champaign-Urbana tradition to take advantage of student renters because they generally do not complain as much as other renters. To change this, students must take action against landlords they feel are treating them unfairly.

Before signing a lease, students should take a trip to the Tenant Union to see which landlords are

should avoid renting from these landlords.

If students have problems with their current landlords, they should call or visit the Tenant Union and register complaints. Tenant Union representatives will contact landlords about problems, but if that doesn't solve the issue, students should then get in touch with Student Legal Services.

Both of these services are funded through student fees, so students are automatically eligible for the help—unless they ask for their \$5-a-semester Student Organization Resource Fee back. Students who get that refund can't use the Tenant Union legal service. (Hint: It's not worth it.)

Students living in either Champaign or Urbana can also file complaints with the cities' building-safety departments and have inspectors investigate their apartments. If inspectors find violations of city ordinances, the cities will pursue legal action against landlords if there are sufficient grounds. Problems such as electrical outlets or stoves that do not work are considered violations of city ordinances.

But whatever students do, they should realize

Stop getting ripped off by local landlords

Column

Catherine Spellman



Several Royal Spectrum Properties tenants are now learning one of the most practical lessons I've learned in Champaign-Urbana—my rights as a tenant and how to protect them.

In the past two weeks, 64 students have lodged complaints with the Tenant Union, according to director Esther Patt. Formal written complaints resulted in 27 of the cases.

Of those 27, 14 were against Royal Spectrum. The other 13 were each against another landlord.

The complaint process is one of the Tenant Union's many services, and a complaint that ends up filed in written form is usually a last resort, Patt said. Only about 10 percent of the complaints received by the Tenant Union end up filed in permanent written form.

I've been surprised that more students don't take advantage of the resources the University provides if they have problems with their landlords.

Part of each student's \$5 Student Organization Resource Fee goes to fund the Tenant Union and Student Legal Services. Part of the \$1-a-semester Student Government Association fee also goes to the Tenant Union.

Both of these services can be invaluable

when you have problems with landlords. In fact, I wish I had been smart enough to consult the Tenant Union before the problems started.

But I went into the world of apartments blind, and I had good luck with my first apartment during the 1987-88 school year. That was my sophomore year, and I moved into a two-bedroom apartment managed by The Larson Company. The apartment was in great shape when we moved in, and the company responded quickly to any maintenance calls we had.

In retrospect, the year may have been too trouble-free, because I didn't choose my next apartment carefully enough.

I did check the landlord's complaint record with the Tenant Union, but I did not have workers there go over my lease with me. The extra time it would have taken could have saved me numerous tension headaches.

Tenant Union workers are not lawyers, but they are experts about how some landlords use different clauses in the lease, and can point out pitfalls, Patt said.

So I rented from JSM Apartments, which has a pretty decent record with the Tenant Union. The company has had about one complaint a year filed against them since I've been in town.

One of those written complaints, though, is from my roommate and me.

A clause in our lease with JSM said the company could make changes they deemed necessary to the apartment. The clause did not mention anything about gaining the tenants' permission before the construction begins.

So when winter break rolled along, JSM informed us that they would be adding a sec-

ond bathroom (while at the same time taking away needed closet space).

The company didn't get the work done by the end of break, and for the two weeks after winter break, we had workers in our apartment bright and early each morning.

Then they tore up the linoleum in our kitchen and existing bathroom. Because the new floor covering and wallpaper were not available yet, we had bare plaster walls and cement floors for three weeks.

The company told us the repairs were necessary to bring the building up to competitive standards, and since the leases were all for 12 months, there was no choice but to do the work while tenants were still in the building.

I had a similar experience this summer, though, that ended much happier. Burnham & Associates bought my apartment building from the James L. O'Malley Company last year, and anyone could tell you it needed a lot of work.

And even though it was annoying that we didn't get much advance notice, Burnham subtletted apartments in the building next door for us while they made the necessary repairs. The company also paid utilities for us over the summer, so all we had to pay was rent.

The Tenant Union can also suggest strategies for dealing with landlords who do not make needed repairs and clean the apartments.

For example, when we first got into the apartment we rented from O'Malley, the old tenants were still living there. The apartment had not been cleaned because the cleaning crew thought we had already moved in.

So we had to clean it ourselves. We told the

landlord this and presented the company with a list of maintenance problems. After two weeks of persistent phone calls, we got nowhere. The Tenant Union then gave us invaluable advice.

Patt told us to call the Champaign city inspector's office and lodge a complaint with them. After inspecting our apartment, the office sent a letter outlining a number of violations—including electrical fire hazards—to O'Malley.

When we still didn't get anywhere, we enlisted the services of Student Legal Services.

"You shouldn't be shy about using legal services," Patt says. "When we suggest using legal services, a lot of people resist that suggestion. They think it'll be more intimidating than our office."

Patt said the people over in legal services "are actually very nice," and I have to agree. Tom Betz, a lawyer with Student Legal Services, was of inordinate help as he kept drafting letters and putting pressure on O'Malley to do the repairs.

I don't know what would have happened if O'Malley did not sell the building to Burnham. For the record, O'Malley has only had five formal complaints filed with the Tenant Union in the last five years.

But when Burnham took over, the repairs were made. And, with the help of a follow-up letter from Student Legal Services, by the end of the school year we had a rent rebate.

So whatever you do, don't get your SORF refund. You cannot use these services if you get the refund, and you can bet you're not going to find advice like this for \$5 anywhere else.

Students should watch mailbox for last year's damage deposits

8/29/90

by Angela Winters
Housing reporter

Now is the time for University students who rented campus-area apartments this summer and last year to make sure they receive the correct refund on their security deposits, says a tenant watchdog group.

"The deposits are due 30 days after the tenants move out, which would be between Sept. 5 through 15," said Esther Patt, director of the Tenant Union, a campus consumer organization that serves students living in non-University housing.

Patt said students should watch for two problems concerning their security deposits.

"One dispute is that the landlord does not refund the deposit within a reasonable amount of time," Patt said.

Last school year, about 1,000 students were involved in about 350 disputes that wound up being resolved in court, Patt said.

"Most of the time, if the landlord does not refund the deposit, all the

tenant can do is go to court through Student Legal Services," an organization that helps students with legal problems, Patt said.

"In situations where the deposit had not been returned on time, we send the landlord a demand letter and seek to resolve this out of court," said Sue Sheldon, an attorney for legal services.

"If this is unsuccessful, we file suit, which sometimes can result in the students receiving double or triple their deposits back," Sheldon said, adding that these suits are usually successful.

Because Student Legal Services is funded through the Student Organization Resource Fee, students who have asked for a refund on the \$5-a-semester SORF fee cannot use the organization's services.

Patt said some landlords also deduct too much money from deposits for repairs.

"One of the problems we had last year was students being charged for items that were not legitimate," Patt said. "For instance, students may

have cleaned their own oven, but the landlord will have charged them \$50 for oven cleaning."

But some campus-area landlords said many students do not follow their maintenance instructions.

"The biggest problem I see is that students ignore my cleaning instructions," said Tom Gillespie, owner-manager of Gillespie-Roland Apartments, 901 S. First St., Champaign. "I give all my tenants a two-page instruction sheet which includes cleaning and what preventable deductions it can cost them."

"Most of the deductions we make are on students whose apartments are not cleaned, and we deduct a lock-change fee for students who did not turn in their keys by the deadline date," said Todd Leinhart, property manager for Ramshaw-Smith Co., 313 E. Green St., Champaign.

Patt also said some students are overcharged for labor.

"Last year we had a situation where the landlord deducted around

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\$128, which turned out to be pay for one worker for one hour and 10 minutes," Patt said. "Students can dispute inflated costs in this situation."

"The problem in many cases is that students are unhappy with the deductions but never say anything," Patt said.

But students do have options if they feel they are not being treated fairly, Patt said.

An Illinois statute on landlord-tenant relations states that a landlord who owns a building with 10 units or more must give the tenants the deposit with receipts for all deductions no more than 30 days after the lease ends. If this is not done, the landlord must return the deposit in full within 45 days.

It also states that if the landlord fails to refund the deposit within 45 days, he may have to refund the tenant double the deposit, plus court costs and attorney fees.

Patt also warned that students who are unhappy with their deductions should not cash the deposit check because that action "can end the dispute right there."

In addition, the Tenant Union and Student Legal Services recommend that students take an inventory of their apartment when moving in and have their landlord sign it after viewing the apartment.

Students should remember to keep a copy for themselves, Patt said. If the landlord does not show up to sign the inventory, students should take pictures of the apartment.

Before renting an apartment, students should go to the Tenant Union and examine records that show what landlords have not refunded deposits on time, Sheldon said.

Legal service at new office in Illini Union

By Brendan Maturen
Daily Illini reporter

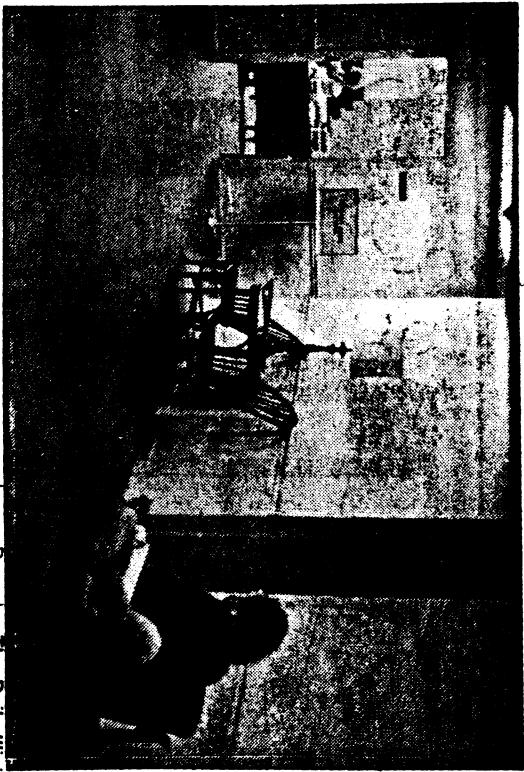
Students seeking legal help for apartment damage deposits and other problems can find assistance in a new and less crowded surroundings.

The Student Legal Services moved into its new and larger office, Room 324 Illini Union, on Sept. 4 as part of the continuing three-year, \$1.8 million Illini Union renovation project. The move was necessary because of an increased caseload that resulted in crowded office conditions and delays in getting appointments with lawyers, said Student Legal Services Director Thomas Betz.

About 3,000 students visited the office between June 1989 and June 1990, an increase of about 600 over the year before, Betz said.

A new attorney was hired to handle the increased caseload. Students voted in last spring's referendum to raise the Student Legal Services budget from \$89,000 to \$115,000 to pay the new attorney and finance the increased caseload, Betz said.

"For the past year one of our attorneys has had to use a storage closet as an office and client interviews were nearly impossible," Betz said. In the new office, each



James Peroulas/The Daily Illini
A student studies Thursday afternoon in front of the newly located Student Legal Services office, which is now in Room 324 of the Illini Union.

attorney has a private office and more interviewing space, he added.

"We can now handle up to 3,800 students a year fairly comfortably."

Last year a student may have waited four days to see an attorney, Betz said. Now students can usually get an appointment in one or two days, he said.

Betz said most of the cases Student Legal Services handles involve traffic tickets, alcohol-related incidents, credit problems and tenant-landlord disputes.

Student Legal Services expects a "big crunch" of students to visit the office in mid-September as students begin getting their apartment dam-

age deposits back from last school year or the summer, Betz said.

Landlords sometimes attempt to "gouge" students to make up for losses on apartments not leased, he said.

"In this season of damage deposit rip-offs and campus bar raids, students cannot afford not to know where to get legal help," he added.

Student Legal Services is paid for by the Student Organizational Resource Fund fee, and receives more money from SORF than any other student organization. Students who take their SORF refund may not consult Student Legal Services.

Campus offices offer help to students facing military service

UI students facing military service, and their friends and family, can find on campus the advice and support services they need, UI officials say.

A suggested first stop for undergraduate students called up to active duty in the reserves or National Guard is Frank Nasca, associate dean of students, in 300 Turner Student Services Building, 333-0050. Graduate students seeking advice can contact Gaye Wong, assistant dean of the Graduate College, in 209 Coble Hall, 333-0036.

Nasca can provide general guidance on university withdrawal procedures – including the options available for receiving course credit and/or a tuition refund. In general, undergraduates can receive partial credit and a prorated tuition refund, or no credit and a full refund.

Course credit for graduate students can be worked out on a case-by-case basis, Wong said. Graduate assistantship positions remain guaranteed, with certain stipulations.

Nasca and Wong also can make referrals for students seeking other services.

The university's Counseling Center offers counseling to students on anything related to military duty – from personal concerns related to call-up, to anxieties over the possibility of facing war, to registration for selective service. The center also is in the process of organizing support groups for friends and families of those called up, said Tom Seals, director of the center.

The Student Legal Service can provide legal assistance to UI students leaving for military service abroad, such as the transfer of power of attorney.

As of the end of the fall semester, 21 students had withdrawn from the university because of call-up for military service, according to William Fierke, associate director of the UI Office of Admissions and Records.

Graide Sclivovic 1/17/91

Traveling students must make financial plan

Forum

Thomas Betz

In recent weeks the Student Legal Service has received a large number of requests for preparation of forms for "Power of Attorney." Operation Desert Storm has activated a substantial number of students in the reserves on fairly short notice, who need someone to conduct their financial affairs in their absences.

A "power of attorney" is a document signed by one person authorizing another person to act for him or her. If you write and sign a power of attorney, you are the principal; the person you authorize to act in your stead is called an "attorney in fact." An attorney in fact does not have to be a lawyer, but must be a legally-competent adult.

Perhaps the biggest decision regarding creation of power of attorney is the selection of your attorney in fact. It is absolutely critical that the attorney in fact be someone whom you deeply trust. A casual friend, a roommate or even a boyfriend or girlfriend are usually poor choices. The relationship is often not a longstanding relationship and, therefore, is risky. We suggest family members or very mature friends, who have a history of financial responsibility. Extreme caution is necessary because you, as a principal, become responsible for the transactions engaged by your attorney in fact. Your attorney in fact has a duty of honesty and trust toward you, but this is of little value if he or she skips town after cleaning out your bank account and destroying your credit history.

Consider the following situation: It is August and you and three others have just signed an apartment lease

in Champaign-Urbana. All of you are University students, planning to be here for the entire academic year. During the fall semester, you get an opportunity to spend the spring semester studying in Paris, France. This is too good an opportunity to pass up, and you jump at the chance. However, your roommates inform you that they will still expect you to keep paying your share of rent, utilities and other roommate obligations, as they don't want to get evicted. In addition, your bank will expect regular payments on your auto loan, as do VISA and Sears. In fact, the more you think about it, the more details come to mind that will need your attention while you're overseas.

Because you are a responsible person, you get a power of attorney, and name your fiancée—whom you trust completely, and with whom you plan to spend the rest of your life—as your attorney in fact.

As winter wears on, you are having the time of your life "studying" in Paris. Your fiancée, on the other hand, is wading through the slush of Champaign, going to classes and feeling thoroughly neglected. One evening, while at a Ladies' Night at a local campus bistro, she runs into an old boyfriend and one thing leads to another. They both decide to drop out of school, move to New Mexico and live in an art colony. Neither has any money; however, your fiancée has your power of attorney.

Upon your arrival back in Champaign, you find that you and your roommates have been evicted, your landlord, VISA and Sears are all suing you, and your car has been repossessed. Welcome home!

It is important that the power of attorney document that you create be limited to specific types of transactions, such as paying utility bills, rent, tuition, etc. Fre-

quently, students who are going to study abroad use a power of attorney so that roommates can sign a lease. This is dangerous for all parties concerned because you are relying on someone else's judgment to select your personal living quarters and they are interpreting your subjective judgment regarding this transaction. Students who are studying abroad or off-campus should use a highly-specific power of attorney, which restricts the scope of the attorney in fact to clearly foreseeable transactions. Students leaving to serve in Operation Desert Storm will want a broader document because of the unforeseeability of many transactions which may be necessary in their absence. In either case, the attorney in fact should be trustworthy and reside in a location where transactions can be conveniently completed.

You as the principal should keep a copy of the power of attorney and prepare a log for your attorney in fact to maintain regarding each and every transaction. This will make revocation much easier and will aid your attorney in fact in keeping track of your business.

It is important that when you grant a power of attorney that you know how to revoke it. The Student Legal Service suggests that you use a written and dated revocation of the power of attorney that you, as principal, sign in the presence of a notary republic and deliver to the attorney in fact and any persons or businesses who have relied on the document in transacting your affairs.

The Student Legal Service has all the necessary documents to assist you in preparing your power of attorney should the need arise.

Betz is a lawyer for the University of Illinois Student Legal Service.

Opinion page

DI 2/15/91

Most residents of destroyed house lacked insurance

by Christine Netznik
Daily Illini reporter

Seven of the eight residents of an Urbana house that was destroyed by fire Sunday did not have insurance, leaving them to pay for their own losses, according to Urbana Assistant Fire Chief Bob Pettyjohn.

But a local insurance agent said that most students do not have their own insurance policies even though landlords' policies do not protect them.

The fire at 603 S. Busey Ave. caused about \$100,000 damage to the house, according to Urbana Police.

Landlords insure only their buildings and furnishings, but renters are responsible for insuring their belongings to protect

them from fire, calamity or theft, said State Farm Insurance agent Mike Blanzky.

Fewer than 50 percent of students have coverage and are "taking their chances," Blanzky said.

Thomas Betz, attorney for Student Legal Services, said a landlord is not responsible for compensating renters for property damage unless his or her negligence led to the damage.

And even if the landlord was indirectly responsible for the loss, winning a lawsuit to prove it could take years, warned Tenant Union Director Fisher Patt.



Patt

Insurance

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if their house or apartment is destroyed by a natural disaster or an accident, Patt said.

She said most leases allow the landlord time to make a damaged rental unit liveable again. If repairs cannot be completed in the specified time, the lease is terminated.

Patt said some landlords allow up to five months for repairs, during which time rent could still be collected.

"Don't agree to something unreasonable just because you think it won't happen to you," she said.

Betz said landlords have no responsibility for finding tenants a new place to live if their apartment or house is destroyed.

Patt said the recent fire is a good opportunity to point out that if disaster strikes, "the lease is going to have a big impact on what you do next."

Ed Bain, public information officer for the Champaign Fire Department, said a large percentage of reported fires are in the campus area, simply because of the high concentration of residents.

He said the city fire departments operate a three-part fire prevention program that includes home inspections, fire alarm repairs and public education. Bain said the program has decreased the number of fires in recent years.

Renter's insurance costs between \$75 and \$200 a year, depending on the amount of coverage and deductible, Patt said. Blanzky said a State Farm renter's policy costs about \$120 a year, with a \$100 deductible. This provides up to \$20,000 for replacing property damaged or lost by theft, fire or natural disaster, he said.

Before purchasing renter's insurance, students should check their parents' policy, Blanzky said. Many homeowner policies cover the property of dependent family members living away from home, he said.

Besides losing property, students could also lose rent money

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DI 2/19/91

When searching for housing, avoid some common pitfalls

Forum

Susan Y. Hesse

It's that time of year again for many of you—the season to begin figuring out where you're going to live next year. For some, this will be your first experience dealing with the private rental-housing market; others may be veterans. Whatever your level of expertise, there are plenty of pitfalls along the way.

The first thing to remember is that you don't need to be in a rush. Despite what some of the ads lead you to believe, there is plenty of housing out there. Signing a lease in haste can mean foregoing many attractive opportunities that a more in-depth search can reveal. For one thing, advertised prices are not going to go up as the season wears on. In fact, as summer draws near, prices may go down.

Creative bargaining is certainly more likely to be available much later in the search period, and you may be able to negotiate with a landlord more meaningfully in June rather than January. Remember, rent is not the only term that you may want to haggle over. Other amenities such as parking, appliances and even the length of the lease may be negotiable as well.

Second, remember to keep an open mind in your housing search. There are two primary limitations that people often place on their search: location and building type. Many students have very definite preferences for the location of their housing. Sometimes this is based on proximity to classes, safety considerations or preference of one neighborhood over another.

Remember that the campus area is not the only part of Champaign-Urbana that provides rental housing. Many opportunities exist elsewhere in town and can be readily accessible by bus. It may well be worth your while to check advertising in *The Daily Illini* and *The News-Gazette*. Also, as far as safety is concerned, there are no crime-free areas in the community. Safety is more a matter of taking adequate precautions yourself than it is a matter of where you live.

We also suggest checking out a variety of building types when looking for a place to live. Some people have their hearts set on a new building, an old building, a big house or a duplex. While you may think that a brand-new building will be the most trouble-free, this is not always the case. It is sometimes also true that "they don't build them like they used to." But the fact that a building has been around for a few decades doesn't automatically mean it's solid. Each house or building should be looked

at individually. Quality, or lack of it, isn't that easy to categorize.

If you are looking to sign a lease on a building that is not yet complete, or maybe hasn't even begun to be built, BEWARE! It may not be ready for occupancy by next August, no matter what kind of guarantees the landlord and the contractors offer you. If you are determined to rent virgin living quarters, you must be certain that any lease you sign protects you in the event that your apartment is not fully ready for you next fall.

Similarly, beware of signing a lease for an apartment that you have not seen. Sometimes, you will be shown a "model unit," or one that is "just like" the one you'll be renting. Do not believe this. It may be similar in many ways, but there can be significant differences that may matter very much to you. Always insist on seeing the exact apartment you'll be living in. Remember that you'll be there for a year.

Finally, check with the Tenant Union as soon as possible in the course of your search. This is by far the most important effort you can make to ensure that you'll get what you want and to help prevent problems that you might otherwise encounter. The Tenant Union is located in 326 Illini Union and has years of experience in the community, as well as files on local landlords. These files contain complaints that have been filed against landlords, and can be very helpful when you are evaluating different landlords and buildings.

The complaints deserve your careful attention. Certainly, if you see a landlord accumulating volumes of them, you should be concerned. However, it is very important to go beyond raw numbers and look at how a complaint was handled. A landlord with numerous complaints, who responds promptly and satisfactorily, may well be a better risk than one who receives few complaints but does little to resolve them.

The Tenant Union also offers a wide range of services to tenants, and to those who want to be tenants. Tenant Union counselors have a wealth of practical knowledge and information that can be of great value to you. They will also go over any leases you bring in to them (please do this *before* signing the lease) to explain what it means and to offer suggestions for possible modifications that would be of benefit to you. If you do nothing else in the course of looking for your housing, see the Tenant Union. It is a worthwhile visit.

Just remember—look before you lease!

Hesse is an attorney with the University's Student Legal Service.

Editorials

Opinions DI March 5, '91

Vote to help the Earth

It takes little effort to show minimal support for an ideal—especially when the ideal could mean life or death for planet Earth.

Students should vote to support the “implementation of a campus energy policy that stresses conservation and efficiency” in student elections today and Wednesday. This referendum would send a message to University officials that the student body is aware of environmental concerns.

The referendum, proposed by Students for Environmental Concerns, is a positive first step in turning the University into an energy-efficient campus. Their plan (if the referendum is approved) is to present the election results to Chancellor Morton Weir as evidence that students want environmental reform at the University. SECS would then form a task force of students, faculty and staff to design a workable plan.

The wording of the question, while vague, was apparently chosen to gain the maximum effect of student support. To start, students would be supporting the *implementation* of a policy, not just the creation and further study of a feasible plan. The referendum also carefully avoids specific forms of energy “conservation and efficiency,” since further specifics might alienate separate factions of the student body; a more general referendum would unify stu-

dents behind it.

While this referendum is a good start, we expect SECS to follow through if they receive student support by immediately pressuring the University administration for action and drawing up an energy policy of their own. While we recognize the limitations of a non-binding resolution this vague, there is nothing to lose and everything to gain by showing support for positive action to protect the environment.

As for the other referenda on the ballot, we support both the continuation of the \$5 mandatory-but-refundable Student Organization Resource Fee, as well as compensation to the Student Government Association president.

A vast majority of students, from lacrosse fans to sci-fi mavens to political activists, have benefited in some way from the work of organizations funded by SORF, and the valuable services of the Tenant Union and the Student Legal Service are funded through SORF. And the fee is even refundable if you personally want your money back.

Also, we feel the SGA president should receive \$1,000 per semester in monetary compensation—but not through student fees. Even the minimal duties of the office require enough time to justify some monetary compensation, but not a full tuition waiver.

Records can come back to haunt

Forum

**Sue Sheldon
Jane Williams**

So you're graduating in May and applying to law school for next fall, and you just remembered that little incident of stealing street signs your freshman year. You received one year court supervision, a \$100 fine and 50 hours of community service. You paid your debt to society and your record is clean, but is it really?

Or consider the dreadful situation in which a clerk at the convenience store rang up your purchase but forgot to give you a receipt. The store's security guards stopped you, and you were ultimately charged by the state with retail burglary! The charges were thankfully dropped by the clerk, who had gone home at the end of her shift and finally came forward to reveal your innocence.

For most purposes in the above situations, it will appear that your record is without a blemish. The arresting agency, however, will still have a copy of your fingerprints, the police report, your statement and possibly the physical evidence. Lo and behold, this information has also been transmitted to the Illinois State Police and the Federal Bureau of Investigation to eat a few more bytes out of their computers and to create job rationales for various information technicians.

In most cases, arrest records can be expunged if you were not convicted or if you received court supervision. The expungement process involves a legal action which will compel the return of your records, fingerprints, etc. Under current state law as interpreted by the state police, however, records are not automatically expungeable, even if you were never formally charged or your case was dismissed at some point in the process of

prosecution. Given the long history of improper use of records and so-called "red squad" files, the current interpretation of allowing state police retention of records poses some risk to privacy and individual rights. Trivial youthful indiscretion could someday come back to haunt you. Many contend that the law should be amended to unequivocally restore rights in cases of non-prosecution, acquittal and dismissal.

Expunction remains a valuable tool for you despite the current "state police" practice. If you received court supervision, for most offenses a petition for expungement can be filed two years after the end of the period of court supervision. If you were acquitted or diverted from prosecution or no formal charge was issued, a petition for expungement can be filed immediately. Notice of the intent to seek expungement must be given to all appropriate arresting and prosecutorial authorities as well as other custodians of records—for example, state police and FBI. Upon proof of notification, a petition is filed with the circuit court. When the designated judge signs the order of expungement, the arresting authority and record keepers must receive a copy of this order so that your records can be returned to you. Then all agencies except state police will return your records, although at a snail's pace.

Expungement is hardly a cure-all, as the fact of expungement will appear in some files. Custodians are not required to take an oath of silence concerning this fact. It is somewhat naive to assume that your record of indiscretion is completely unavailable, although it will be much more difficult to obtain.

Students who see expungements should make arrangements with the Student Legal Service at least two months prior to graduation for the process to be effective.

Sheldon is an attorney with Student Legal Services. Williams is reference librarian for the UI Law Library.

DI 3/12/91

Drug raids on Virginia fraternities won't prompt UI probes — officials

by Andrew Conneen
Greek-affairs reporter

Greek and University officials do not anticipate that the recent seizure of three University of Virginia fraternities in drug raids will result in specific investigations of possible drug sales at University of Illinois fraternities.

But officials also said that because the federal seizure of the privately owned fraternities was a result of individual actions, Uni-

versity fraternities should be aware of the new liabilities of fraternity members selling drugs.

On March 22, the Delta Upsilon, Tau Kappa Epsilon and Phi Epsilon Pi fraternities at the University of Virginia's Charlottesville campus were seized after 12 of the fraternities' members sold drugs to undercover federal agents. Because of evidence based on a six-month investiga-

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DI

Fraternity seizures raise legal questions

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tion, the 12 were indicted by grand juries before the raids.

Along with the houses and their contents, authorities seized bags of LSD, marijuana and hallucinogenic mushrooms from the houses.

"I don't think (the drug raids in Virginia) will have any impact on what will happen here," said University Police Chief Paul Dollins. "Most fraternities and sororities here are managed in a very good way."

Dollins also said that the seizures might "open some eyes" in the greek system, and that greek leaders should make certain that they do not tolerate the sale or use of illegal drugs in greek houses.

"I don't think this will have any effect because people who do illegal things are going to do them regardless of the consequences," said Thomas Betz, head of the University's Student Legal Service.

Delta Upsilon President Andy Honegger said "it's anybody's guess" as to whether University

fraternities will now be investigated more for possibly selling drugs.

Honegger, senior in LAS, said he does not think the University greek system has a large drug problem, and that greeks at the University of Illinois do not use or sell drugs more than non-greeks.

The University of Virginia case "sounds like a pretty serious thing," he said.

Jim Dobrovolny, Board of Fraternity Affairs president and area attorney, questioned whether the federal government could seize privately owned property because of the actions of individual tenants.

But Dollins said that recently passed federal laws enable the federal government to seize and auction off private property if tenants are using the premises for drug activities.

The Virginia fraternities could be auctioned, but a court will decide their fate, according to The New York Times. The University of Virginia's president said Friday the three fraternities' contracts to operate as campus groups will not be re-

newed unless the houses prove by April 15 that members are not involved with drugs.

University Dean of Students William Riley said the federal government's ability to seize fraternities because of the actions of fraternity members "raises new questions."

Riley said he assumes that fraternities will now conduct more candid conversations about their members' behaviors because of the seizures in Virginia.

But Honegger said members of his fraternity already know the University and national fraternity headquarters can take their house away if members sell drugs on the premises, so the possibility of federal seizure is not a new threat.

Tom Berwick, president of the University of Illinois' Tau Kappa Epsilon fraternity, said the federal seizures are "just another threat to the fraternity system."

Berwick, senior in LAS, said the fraternity seizures in Virginia do not worry him because he said no one in his house sells drugs.

2/8/91

Examine your lease carefully

Forum
Sue Sheldon

Now that you have selected that gorgeous two-bedroom apartment and checked out the landlord's reputation with the Tenant Union, it is time to sit down and sign a lease. This is a critically important aspect of your housing transaction and deserves your utmost attention to detail.

First, a lease is a binding legal document from the moment it is signed. Consider carefully before signing—is this definitely the abode you want to reside in for a year? Are you (and your roommates) certain of your return to school in the fall?

Short of obtaining the landlord's rarely given consent to terminate the lease, you *will* owe the rent you have agreed to pay for the entire lease term once you have signed your name to the document. Deaths in the family, withdrawal from school, spring study-abroad programs and other such unforeseen future events are not legitimate reasons to "break" a lease.

Second, there is no such document as a "standard lease." The Illinois statutes contain no "approved" sample; landlords have developed their own versions. As such, you can negotiate additions, deletions and changes with the landlord.

Third, for most purposes, the lease agreement constitutes "the law" between you and your landlord. There are very few state or local laws governing the landlord-tenant relationship. Although there can be exceptions to this general rule—with regard to return of security deposits, payment of interest on damage deposits, zoning ordinances limiting the number of occupants of a unit, to name several—the vast majority of rights and obligations between landlord and tenant will be determined from the specifics contained in the lease.

We recommend strongly that you obtain a copy of the proposed lease from your landlord at least several days prior to the signing appointment, and take the copy to the Tenant Union for review. The Tenant Union counselors have been trained to assist you in reading and understanding your lease, discovering lease provisions that you may want to delete or amend, and to discuss with you means of adding clauses to reflect your needs and desires.

The following are some ideas of potential concern:

Parking: Does the lease promise you a specific parking spot in exchange for your monthly fee? If not, you may find that all lot spaces are occupied when you pull up to park.

Utilities: Will you have your own utility meters or are there building-wide, common meters? The latter situation is risky; if the landlord bills you for your pro-rata share and then neglects to pay the building-wide utility bill, you could find your apartment without heat, electricity or water.

Hidden Costs: Will the landlord expect you to pay costs that you may not anticipate at the outset? If your proposed lease specifies that you will be responsible for items such as "taxes," "sanitary use," "hauling," etc., discuss these with your landlord prior to signing. What is meant by these terms? What is a reasonable monthly estimate for each item? You should probably request that the former tenants give you information as to what they have been charged for these items in the past.

Buildings with common utility meters can also result in hidden costs. If your lease requires that you be responsible for payment of a pro-rata share of such bills (1/3, 1/4, 1/10, 1/12,

etc.), you are vulnerable to other tenants' overuse of the utilities. It is certainly a good idea, in such a case, to obtain information about the previous year's billed amounts, but it is impossible to protect yourself entirely from those tenants who wish to live in a 75-degree environment.

Building Renovations and Repairs/Furnishings: Does the lease specify any promises the landlord had made to you concerning anticipated renovations or repairs to the premises or additional promised furnishings? If such provisions are not included in the lease, it may be impossible to prove that your agreement to rent the apartment was contingent on such promises.

You may not be able to obtain the repairs and furnishings you desire. **CAUTION:** You should consider carefully before you agree to extensive renovations or repairs at all. Contractor delays and other problems can arise and place you in the position of arriving to move into an apartment that is still under repair.

Rights upon Default: Read these provisions carefully. Many leases contain a clause that the landlords may collect from you *their own attorney's fees* in the event that they sue you for breaching the lease! You may want to negotiate an amendment to this provision. Some landlords will remove it altogether, or perhaps change it to provide that the losing party shall pay the successful party's legal fees.

Liquidated Damages: These are charges specified in the lease that the landlord claims you must pay under certain circumstances. Examples are: daily fees for each day the rent



payment is late, itemized charges for specific cleaning tasks, etc. Although our courts generally protect you in the event such charges are found to be unreasonable and not related to the landlord's actual costs, it is a good idea to consider amending or deleting such charges altogether.

In conclusion, it is critically important for you to treat your lease as the important legal document that it is. Read it carefully; discuss its provisions with the Tenant Union and your landlord; and don't sign it until it reflects your needs and desires, as well as your landlord's.

Sue Sheldon is an attorney with the Student Legal Service.

Beware of tenancy rip-offs

Forum

Thomas Betz and Esther Patt

Each autumn hundreds of students file complaints with the Tenant Union and the Student Legal Service because their damage deposits were ripped off by their landlord. Landlords allege phony and grossly inflated cleaning charges.

Some landlords richly enjoy taking your \$500 deposit to buy new carpeting to replace the 10-year-old, matted substance they passed off as carpeting when you were a tenant. In far too many cases, tenants have little or no proof of the condition of their unit when they entered the tenancy and when they left in May, which gives the unscrupulous landlord a license to keep their hard-earned money.

There are nine steps tenants can take to greatly reduce the likelihood of being ripped off. The time to take these steps is now, not two days before you move out.

- Two to three weeks before you move out, call the owner or manager to arrange a joint inspection of the apartment. Be sure to completely clean your apartment.

- Before the appointment, prepare a complete written inventory of the condition of the rental unit. Be sure to list each item in each room. Make two copies of the inventory.

- Get a camera and take photographs of the unit. You should also have a witness present when you take the photos so he or she can verify the date and time of the photos. The witness can also verify the condition of the unit. This step is particularly important, as many landlords will *not* cooperate in a joint inspection of the unit.

- If the landlord appears for the joint inspection, be sure to ask her/him to sign and date your inventory form. This will protect you if the landlord later decides to charge you for damage that did not exist. Remember to retain a copy of the inventory.

- If the landlord does not appear for the joint

inspection—this is the usual situation—walk through the apartment with your neutral witness and have him or her take notice of the condition of the unit. The witness can then sign and date the inventory form.

- Before you return the keys, in the presence of your witness, carefully examine the oven, refrigerator, kitchen and bathroom. Take careful notice that carpets and walls are clean. Don't leave food in the refrigerator or cupboards; this is a particularly troublesome area for many landlords. Take pictures of any damages you are responsible for, as you do not want the landlord claiming that the nail hole you used to hang a picture is four feet wide. Take photographs of damage that existed at the time you moved in. Landlords frequently charge for the same damage year after year.

- If you sublet your apartment for the summer, be aware that you are potentially liable for all damages caused by your subtenants. At the end of the sublease, you should return to the unit and follow the preceding six steps.

- Be sure to return all keys in person and/or get a receipt to avoid being charged for lock changes. A lock change can result in an \$80 deduction.

- Do *not* engage in the foolish assumption that the best way to protect your security deposit is to not pay your last month's rent. This grapevine of legal wisdom is almost invariably wrong. The result of not paying your last month's rent will be a lawsuit for unpaid rent, late charges, attorney's fees (\$300 to \$500) and a microscopic examination of the apartment by the landlord with the aid of tacking on charges for the slightest damage.

If you need inventory forms, they are available at the Tenant Union. You can avoid the necessity of coming to Student Legal Service to sue your landlord next fall by using foresight now. Keep a copy of your lease, photographs and written inventories. Your solid evidence is the best way to protect your security deposit.

Betz is the director of the Student Legal Service. Patt is the director of the Tenant Union.

STUDENT LEGAL SERVICE
University of Illinois
324 Illini Union
1401 West Green Street
Urbana, Illinois 61801
(217) 333-9053

YOUR SECURITY DEPOSIT DON'T GET MAD -- GET EVEN!

9/27/98

Last year if you rented from a landlord who owns 25 or more rental units in a contiguous area, your landlord must pay interest upon the security deposit if he/she holds it for more than six months. The interest must be paid within 30 days after the end of each twelve month rental period. Your landlord is excused from such payment only if you were in default under the terms of the lease. If you rent from a landlord owning a structure containing 10 or more rental units, your landlord cannot withhold any part of your security deposit as compensation for damages unless he/she has, within 30 days of the date upon which you vacate the premises, furnished you with an itemized statement of the damages for which you were allegedly responsible and attached estimates or paid receipts for the cost of repair. If your landlord gives you estimates only, paid receipts must be provided within 30 days from the date the estimates were furnished. If your landlord fails to comply with these requirements, he/she must return the security deposit in full within 45 days.

FIGHT BACK

Come to: Student Legal Service

268 Illini Union

Hours: M-F 8:30-12:00

1:00- 4:30

Paid for by SORF

WELCOME TO THE
CHAMPAIGN COUNTY COURTHOUSE
BAR, GRILLE AND RESORT

Le Menu

Drinks Du Jour
(Happy Hour Rates)

City of Champaign Specials

For those under age 21	minimum charge of \$75.00
All alcoholic beverages	maximum charge of \$500.00 plus court costs (Le Tip)
Serving alcohol to minors	minimum charge of \$125.00 maximum charge of \$500.00 plus court costs
Outdoor cafe, or drinking al fresco (open containers of alcohol on public property)	minimum charge of \$75.00 maximum charge of \$500.00 plus court costs

STATE OF ILLINOIS DAILY SPECIALS

For those under age 21	up to \$500.00 plus court costs AND a 6 months stay at the four-star Hotel de Corrections
Serving alcohol to minors	\$1,000.00 plus court costs. AND a full year in the Big Hotel!

"The Courthouse—where our ambience makes up for our prices"
NO TIPPING, PLEASE

AN EQUAL OPPORTUNITY RESORT - ARMED ESCORT
SERVICE CHEERFULLY PROVIDED

In case you are faced with this menu come see:

STUDENT LEGAL SERVICE

324 Illini Union
1401 West Green Street
Urbana, Illinois 61801

9/13/90

4/10/91

STUDENT LEGAL SERVICE

*At the University of Illinois
Urbana-Champaign*

MARIJUANA AND YOUR FINANCIAL AID

The Federal Anti-Drug Abuse Act of 1988 permits the denial of Federal benefits to drug traffickers and possessors. Any individual who is convicted of any Federal or State offense involving the possession of a controlled substance (marijuana is defined as a controlled substance) upon the first conviction for such an offense and at the discretion of the court, may be ineligible for any or all Federal benefits for up to one year. Federal benefits include any grant, loan, or professional license provided by an agency of the United States or by appropriated funds of the United States. Be aware that the vast majority of all financial aid received by the University of Illinois students may be considered a Federal benefit, subject to loss upon marijuana possession conviction.

324 ILLINI UNION

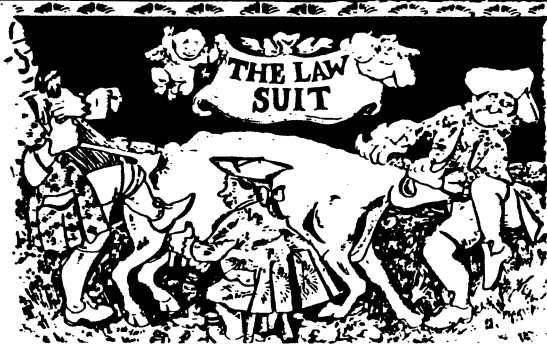
1401 W. GREEN, URBANA

HOURS: M-F 8:30-12:00

1:00-4:00

PHONE: (217) 333-9035

Paid for by SORF



Question: What's the difference between a catfish and a lawyer?

Answer: One is a bottom-dwelling, garbage-eating scavenger. The other is a fish.

Sound familiar? How many "lawyer" jokes have you heard? And is the legal system that bad or that funny?

May 1 is Law Day, USA. Not just this year, but every year. It is a day when the legal community attempts to get in touch with the population at large, not to earn fees, but to increase awareness of our legal system and how it works. State and local bar associations (these are organizations whose members are lawyers, not taverns) undertake numerous community-awareness programs on Law Day; some even offer free legal advice through those associations on Law Day. It's sort of an annual, one-day, blue-light special. The Student Legal Service celebrates Law Day every day of the year, for the benefit of University of Illinois students. We are always trying to promote awareness of our legal system in this community, especially as it affects your rights as a student and resident here in Champaign-Urbana. We also provide free legal advice every day, for those University of Illinois students who have kept their S.O.R.F. fees paid.

Conveniently located at 324 Illini Union, our office is open Monday through Friday, year around. Hours are 8:30 a.m. to noon and 1:00 p.m. to 4:30 p.m. Appointments must be made in person at the office.

Our Law Day, USA, special for 1991 is an offer to answer the following:

Question: How many lawyers does it take to change a light bulb?

No prizes will be given whatsoever. We will, however, entertain, and be entertained by, your answers. All responses may be sent to the Student Legal Service office. All participants will be kept strictly confidential. Student Legal Service staff and their families are prohibited from participation.

**LAW DAY USA
May 1, 1991**

5/1/91 D.I

University of Illinois
at Urbana-Champaign

Office of International
Student Affairs

510 East Daniel
Champaign, IL 61820

office
217 333-1303
telex (via telecommunications)
5101011969 UI TELCOM URUD
fax (via Vice Chancellor for Research)
217 244-3716

August 29, 1990

Thomas Betz
Susan Hesse
Sue Sheldon
Student Legal Service
265 Illini Union
1491 West Green
Campus MC-384

Dear Thomas, Susan and Sue:

I want to thank all of you for your participation in OISA's New International Student Orientation last week. As always, you did an excellent job of interpreting our (sometimes uncanny!) legal system to our new students.

This office certainly looks forward to a year of continued cooperation with you!

Many, many thanks.

Sincerely,



Nancy S. Mark
Associate Director

NSM/vr

University of Illinois
at Urbana-Champaign

Career Services Center

310 F.H. Turner
Student Services Building
610 East John Street
Champaign
Illinois 61820

217 333-0820
FAX
217-333-9615

December 12, 1990

Susan Hesse
Attorney
Student Legal Services
268 Illini Union
Campus Mail

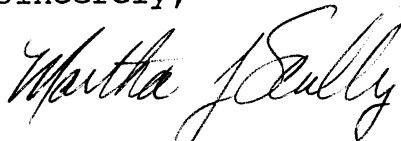
Dear Susan:

I would like to formally thank you for participating in the panel presentation on November 28, 1990. The students in the Paraprofessional Career Consultant Practicum course have expressed only positive feedback regarding this class session.

I found your comments on the "hard realities of life" insightful and important for the students to hear. Your input concerning the issue of values and their importance in individual careers and the world of work reinforced that it is critical to accurately assess yourself, your career and the institution for which you will be working, before accepting a position.

Again, I greatly appreciate your willingness to participate and to share your experiences with my students. Happy Holidays!

Sincerely,



Martha J. Scully
Assistant Director

MJS/ap