Chicago Rents Right
Good Tenants, Good Landlords, Great Neighborhoods!
For more information, please call 312-742-RENT (7368)
SECURITY DEPOSITS AND PREPAID RENT [MUN. CODE CH. 5-12-080 AND 5-12-081] (cont.)
• A landlord must pay interest each year on security deposits and prepaid rent held more than six months. (eff. 1-1-92)
• The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
• Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
• A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the dwelling unit.
• In the event of a fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)
• In the event of a sale or any other disposition of residential real property by a landlord, the successor landlord is liable to the tenant for any security deposit or prepaid rent paid to the original landlord. The successor landlord must notify the tenant, in writing, within 14 days from the disposition that the deposit or prepaid rent was transferred to the successor landlord. The original landlord remains liable for the deposit or prepaid rent until the original landlord transfers the deposit or prepaid rent to the successor landlord and provides proper notice of such transfer to the tenant. (Mun. Code Ch. 5-12-080 (c) eff. 5-18-10)
• Subject to correcting a deficient amount paid to a tenant on a security deposit if a landlord fails to comply with specified security deposit requirements the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest. (eff. 10-8-10)

WHAT ARE THE LANDLORD’S GENERAL DUTIES UNDER THE ORDINANCE?
• To give tenant written notice of the owner’s or manager’s name, address and telephone number. [Mun. Code Ch. 5-12-090]
• Within seven (7) days of being served a foreclosure complaint an owner or landlord of a premises that is the subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed. The owner or landlord shall also notify of a foreclosure sale, in writing, before a tenant signs a lease. [Mun. Code Ch. 5-12-095 eff.11-05-08]
• To give new or renewing tenants notice of:
  1) Code citations issued by the City in the previous 12 months;
  2) Pending Housing Court or administrative hearing actions;
  3) Water, electrical or gas service shut-offs to the dwelling during entire occupancy. [Mun. Code Ch. 5-12-100]
• To maintain the property in compliance with all applicable provisions of the Municipal Code. [Mun. Code Ch. 5-12-070]
• To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92)
[Mun. Code Ch. 5-12-130 (i)]
• To provide a tenant with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1-1-92) [Mun. Code Ch. 5-12-130 (j)]
• To enforce prohibited lease provisions. [Mun. Code Ch. 5-12-140]
• Bed Bugs-Education. For any rental agreement for a dwelling unit entered into or renewed after the effective date of this 2013 amendatory ordinance, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the information in the brochure on bed bug prevention and treatment prepared by the department of health pursuant to section 7-28-860. [Mun. Code Ch. 5-12-101]

TENANT REMEDIES [MUN. CODE Ch. 5-12-110]
Minor Defects
• If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant’s family or guests are not responsible for the failure, the tenant may:
  1) Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the fifteenth day until repairs are made; OR
  2) Request in writing that the landlord make repairs within 14 days and if the landlord fails to make repairs made and deduct up to $500 or 12% of the month’s rent, whichever is more, but not to exceed one month’s rent. Repairs must be done in compliance with the Code. Receipt for the repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent. and also
  3) File suit against the landlord for damages and injunctive relief.
Major Defects
• If the landlord fails to maintain the property in compliance with the Code, and the failure renders the premises not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If the landlord fails to make repairs within 14 days, the tenant may immediately terminate the lease. Tenant must deliver possession and move out in 30 days or tenant’s notice is considered withdrawn. (eff. 1-1-92)

FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) [MUN. CODE CH. 5-12-110d]
• If, contrary to the lease, an essential service is not provided, or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, and the tenant or the tenant’s family or guests are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:
  1) Procure substitute service, and upon presenting receipts to the landlord, deduct the cost of the service from the rent. OR
  2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
  3) Procure substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof; OR
  4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold the monthly rent amount that reasonably reflects the reduced value of its premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period. OR (eff. 1-1-92)
• If the landlord does not inform the tenant of an obligation to pay the landlord for damages in an amount equal to the reduced value of the unit, the landlord must provide the tenant with written notice of the landlord’s intent to terminate the rental agreement, in writing, within 14 days after moving out. (eff. 1-1-92)

TIRE OR CASUALTY DAMAGE [MUN. CODE Ch. 5-12-110 (g)]
• If a fire damages the unit to an extent in it is material noncompliance with the Code and the tenant, the tenant’s family or guests are not responsible for the fire or accident, the tenant may:
  1) Request in writing that the tenant of the intention to terminate within 14 days after moving out.
  2) The tenant may stay in the unit, if it is legal, but if the tenant stays and cannot use a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
  3) If the tenant stays, and the landlord fails to diligently carry out the work, the tenant may notify the landlord, in writing, within 14 days after the tenant becomes aware that the work is not being diligently carried out, of the tenant’s intention to terminate the rental agreement and move out.

SUBLEASES [MUN. CODE Ch. 5-12-120]
• The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.
• If a tenant moves prior to the end of the rental agreement, the landlord must give a written notice of any governmental regulations to find a new tenant at a fair rent.
• If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord’s cost of advertising.

WHAT HAPPENS IF A TENANT RENTS PAY LATE? [MUN. CODE Ch. 5-12-140 (b)]
• If the tenant fails to pay rent on time, the landlord may charge a late fee of $10.00 per month on rents under $500 plus 5 percent per month on the portion of the rent in excess of $500. If the landlord has a written lease or a $450/30 day rent the late fee is $10.00, for a $700 monthly rent the late fee is $10 plus 5% of $200.00 or $20.00 total (eff. 1-1-92)

WHAT HAPPENS IF A TENANT RENTS PAY DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? [MUN. CODE Ch. 5-12-140 (g) Ch. 5-12-130 (g)]
• If the landlord accepts the rent due knowing that there is a default in payment, the tenant may stay.

LANDLORD REMEDIES [MUN. CODE Ch. 5-12-130]
• If the tenant fails to pay rent, the landlord, after giving five days written notice to the tenant, may terminate the rental agreement. (eff. 1-1-92)
• If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.
• If the tenant fails to comply with the Code or the rental agreement, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of emergency, or within 14 days. If the breach is not corrected in the time period specified, the landlord may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for all costs of repairs.

LOCKOUTS [MUN. CODE Ch. 5-12-160]
This section applies to every residential rental unit in Chicago. There are no exceptions.
• It is illegal for a landlord to lock out a tenant, or change locks, or remove doors of a rental unit, or cut off heat, utility or water service, or do anything which interferes with the tenant’s use of the apartment.
• All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity: (eff. 1-1-92) (Police Special Order 93-12)
• The landlord shall be fined $200 to $500 for each day the lockout occurs or continues.
• The tenant may sue the landlord to recovery possession of the unit and twice the actual damages sustained or two months’ rent, whichever is great- er.

PROHIBITION ON RETALIATORY CREDIT OR LANDLORD [MUN. CODE Ch. 5-12-130]
• A landlord must not retaliate or threaten to retaliate in good faith to prevent or discriminate against tenants or applicants based on gender, race, age, national origin, sexual orientation, AIDS, mental or physical disability, or to rehire or renew a lease agreement.

ATTORNEY’S FEES [MUN. CODE Ch. 5-12-100]
• Except in eviction actions, the prevailing plaintiff in any action arising from the application of this Ordinance shall be entitled to recover court costs and reasonable attorneys’ fees. (eff. 1-1-92)

WHERE CAN I GET A COPY OF THE ORDNANCE?
• For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago, Illinois.

Approved by the City of Chicago, June 2013, summary revised 2016.