

Tenant Ordinance Summary

At initial offering, this Summary of the ordinance must be attached to every written rental agreement and also upon initial offering for renewal. The Summary must also be given to a tenant at initial offering of an oral agreement, whether the agreement is new or a renewal.

{Mun. Code Ch. 5-12-170}

IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE ORDINANCE, OBTAIN A COPY OF THE ENTIRE ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY IS RECOMMENDED.

Any terms in a lease that conflicts with applicable portions of the RLTO are unenforceable.

IMPORTANT NOTICE—These provisions apply to *all* residential units, regardless of whether they are covered by the RLTO

Under the 2020 revisions of the RLTO (“Fair Notice Ordinance”), Landlords Must Provide a Tenant That is Not in the Eviction Process:

- 30 days of notice to terminate a month-to-month tenancy, decline to renew your lease or raise your rent if you have lived in your apartment for less than six months.
- 60 days of notice to terminate a month-to-month tenancy, decline to renew your lease, or raise your rent if you have lived in your apartment for more than six months but less than three years.
- 120 days of notice to terminate a month-to-month tenancy, decline to renew your lease, or raise your rent if you have lived in your apartment for more than three years

Lockouts are Illegal Under Ordinance

- It is illegal for a landlord to lock out a tenant. Examples include:
 - Changing, removing, or plugging locks
 - Remove doors or windows of a rental unit
 - Removing tenant’s personal property from a rental unit
 - Cutting off heat, utility or water services
 - Or doing anything else which that makes any part of the unit or tenant’s personal property inaccessible or uninhabitable for the purpose of forcing the tenant to move
 - The Police Department is responsible for enforcement of the RLTO’s prohibition against lockouts. (Police Special Order 93-12)
 - The landlord shall be fined \$200 to \$500 for each day the lockout occurs or continues.
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WHAT RENTAL UNITS ARE NOT COVERED BY THE ORDINANCE? {MUN. CODE CH. 5-12-010 & 5-12-020}

- Units in owner occupied buildings with six or fewer units, i.e. if your building owner lives in the building and the building has six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and the unit is occupied for more than 32 continuous days.
- School dormitory rooms, hospitals, shelters, employee's quarters, non-residential rental properties.
- Owner occupied co-ops and condominiums.
- Employee housing

IMPORTANT NOTICE- The following provisions apply only to rental units covered by the RLTO

Under the Fair Notice Ordinance, If You Have Been Given an Eviction Notice for Nonpayment

You now have the right, once in the course of your tenancy, to remain in your apartment and end the eviction case against you if you:

- Pay all of your back rent owed; and
- Pay any court filing fees your landlord has paid in your eviction case

You are free to make these payments until a judge issues a formal eviction order against you, formally known as an "order of possession".

What are tenants required to do?

The tenant, the tenant's family, and invited guests must comply with all obligations imposed specifically upon tenants by provision of the Municipal Code, applicable to dwelling units, including section 7-28-850 {MUN. CODE CH. 5-12-040; 14X-1-103.3}:

- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant's apartment.
- Regularly testing smoke alarms and carbon monoxide alarms and notifying the owner in writing of any deficiencies.
- Keeping the unit safe and clean.
- Using all equipment and facilities in a reasonable manner.
- Not deliberately or negligently damaging the unit.
- Not disturbing other residents.

The tenant must permit access to the rental unit to the landlord upon receiving two days' notice that the landlord intends to enter for the following purposes {Mun. Code Ch. 5-12-050} :

- Make repairs
- Supply services
- Perform necessary inspections
- Show the unit to potential renters 60 days or less prior to the expiration of the existing rental agreement or to purchasers
- To determine a tenant's compliance with provisions in the rental agreement

- In case of emergency without notice

In cases of emergency, the tenant must allow access to the rental unit even without receiving two days' notice.

Please note: Except in cases of emergencies, tenants should not change the locks on their units without first notifying their landlord. If the tenant does change the locks, they must provide the landlord with a key.

What is my landlord required to do?

- To give the tenant written notice of the owner's or manager's name, address and telephone number. {Mun. Code Ch. 5-12-090}
- To give the tenant written notice of the name, address and telephone number for a person authorized to act on behalf of the owner for the purpose of service of process and for the purpose of receiving notices and demands. {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 suit, in writing, before a tenant signs a lease. {Mun. Code Ch. 5-12-095}
- To give new or renewing tenants notice of:
 1. Code citations issued by the City in the previous 12 months for the rental unit or common areas;
 2. Pending Housing Court or administrative hearing actions affecting the rental unit or common areas;
 3. During the entire occupancy, any notice of intent by a utility provider to shut-off Water, electrical or gas service to the building. {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. {Mun. Code Ch. 5-12-130 (i)}
- If the rental agreement will not be renewed, or if the rental rate will be increased, to provide a tenant with at least 30 days' notice if the tenant has occupied the apartment for up to six months; 60 days' notice if the tenant has occupied the apartment for more than six months and up to three years; and 120 days' notice if the tenant has occupied the apartment for more than three years. {Mun. Code Ch. 5-12-130 (j)}
- To not enforce prohibited lease provisions. {Mun. Code Ch. 5-12-140}
- Prior to entering or renewing a rental agreement, to provide the tenant the informational brochure on bed bug prevention and treatment prepared by the Department of Public Health pursuant to section 7-28-860. {Mun. Code Ch. 5-12-101}
- To provide the tenant with two days' notice by mail, telephone, written notice or other means if the landlord intends to enter the rental unit, or In the event of emergency or

where repairs elsewhere unexpectedly require access, the landlord must provide notice within two days after entry. {Mun. Code Ch. 5-12-050}

SECURITY DEPOSITS AND PREPAID RENT {MUN. CODE CH. 5-12-080 AND 5-12-081}

- A landlord must give a tenant a receipt for a security deposit including the amount of the security deposit, the name of the person receiving the security deposit, the name of the owner, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- However, if the security deposit is paid by means of an electronic funds transfer, the landlord has the option to give an electronic receipt. The electronic receipt must describe the dwelling unit, state the amount and date of the deposit, and have an electronic or digital signature.
- A landlord must hold all security deposits in a federally insured interest-bearing account in a financial institution located in Illinois. Security deposits and interest thereon shall not be commingled with the assets of the landlord.
- A written rental agreement must specify the financial institution where the security deposit will be deposited. If there is no written rental agreement, the landlord must in writing provide such information to the tenant within 14 days of the receipt of the security deposit. If the security deposit is transferred to another financial institution, the landlord must notify the tenant within 14 days of the transfer the name and address of the new financial institution.
- A landlord must pay interest each year on security deposits and prepaid rent held more than six months by either cash or credit to be applied to rent due.
- The rate of interest a landlord must pay is set each year by the City Comptroller.
- 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 along with the estimated or actual cost for repairing or replacing each item on that statement, attaching copies of the paid receipts for the repair or replacement. If estimated cost is given, the landlord shall furnish the tenant with copies of paid receipts or a certification of actual costs of repairs of damage if the work was performed by the landlord's employees within 30 days from the date the statement showing estimated cost was furnished to the tenant.
- 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 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 seven days from the date that the tenant provides notice of termination of the rental agreement. {Mun. Code Ch. 5-12-110(g)}
- 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 (e)}

- Subject to correcting a deficient amount of interest 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.

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 make a good faith effort 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.

ATTORNEY'S FEES {MUN. CODE CH. 5-12-180}

- Except in eviction actions, the prevailing plaintiff in any action arising from the application of this Ordinance shall be entitled to recover all court costs and reasonable attorney's fees.

What happens if there are problems during tenancy, and what are the available remedies?

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 do so the tenant may have the repairs made and deduct up to \$500 or 1/2 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 after 14 days repairs are not made, the tenant may immediately terminate the lease. The tenant must deliver possession and move out in 30 days or the tenant's notice is considered withdrawn. If the rental agreement is terminated, the landlord shall return all prepaid rent, security and interest recoverable by the tenant.

Failure to Provide Essential Services

If, contrary to the lease, an essential service is not provided (heat, running or hot water, electricity, gas, or plumbing), 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 tenant's family or guests are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:

1. Get the essential service restored and deduct the cost from the rent after giving the landlord paid receipts; OR
2. File a lawsuit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
3. Get substitute housing and be excused from paying rent for the period that the tenant cannot stay in the rental unit. 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
5. Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an 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 Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must move out and give the rental unit back to the landlord within 30 days or the notice of termination is considered withdrawn.

Note: Remedies 4) and 5) may not be used if the failure is due to the utility provider's failure to provide service. For the purposes of this section only, the notice a tenant provides must be in writing, delivered to the address the landlord has given the tenant as an address to which notices should be sent. If the landlord does not inform the tenant of an address, the tenant may deliver written notice to the last known address of the landlord or by any other reasonable means designed in good faith to provide written notice to the landlord.

Fire or Casualty Damage

If a fire damages the unit to an extent that it is in material noncompliance with the Code and the tenant, tenant's family or guests are not responsible for the fire or accident, the tenant may:

1. Move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate the rental agreement 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 work to repair the rental unit, 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.

LANDLORD REMEDIES

- WHAT HAPPENS IF A TENANT PAYS RENT LATE?
 - 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 that part of the rent that exceeds \$500.00 (i.e., for a \$450.00 monthly 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) {MUN. CODE CH. 5-12-140 (H)}
 - If the tenant fails to pay rent, the landlord, after giving five days written notice to the tenant, may terminate the rental agreement. However, the tenant may remain in the unit with a rental agreement in good standing if the tenant pays the full amount of back rent and landlord court filing fees before a judge issues an eviction order. If, however, the tenant uses this provision and later receives a second written notice of nonpayment, the tenant will have only five days to pay unpaid rent and will not have an opportunity to pay the back rent to ensure dismissal of the eviction action. {MUN. CODE CH. 5-12-130(a)}
- Regardless of how late the payment is or whether the tenant has used their one-time right to cure, if the landlord accepts the rent due knowing that the payment is more than five days past due, the landlord may not evict the tenant for failure to pay the past due rent. {MUN. CODE CH. 5-12-130 (g)}
- If the tenant fails to comply with the Code or the rental agreement, the landlord may give a written notice to the tenant of the specific acts or omissions that violated the code or rental agreement, and of the tenant's right to remedy the breach within 10 days. The landlord may terminate the rental agreement if tenant fails to correct the violation within the 10-day notice period. The landlord may recover damages and obtain injunctive relief for any material violations of the rental agreement by the tenant with the rental agreement. If the tenant's noncompliance is willful, the landlord may also recover reasonable attorney's fees. {MUN. CODE CH. 5-12-130 (b)}
- 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 specified period of time, 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. {MUN. CODE CH. 5-12-130 (c)}

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD {MUN. CODE CH. 5-12-150}

A tenant has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord. A tenant has the right to undertake any right or remedy provided by law without retaliation from the landlord. A landlord is prohibited from retaliating by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement.

More Information

WHERE CAN I GET A COPY OF THE ORDINANCE?

- Visit the City of Chicago Department of Housing website at:
<https://www.chicago.gov/city/en/depts/doh/provdrs/landlords/svcs/residential-landlord-and-tenant-ordinance.html>
- 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.

A message about porch safety: The porch or deck of this building should be designed for a live load of up to 100 lbs. per square foot and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.