



RIDER TO CHICAGO APARTMENT LEASE RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY



Rev. 09/2008

This Residential Landlord and Tenant Ordinance Summary ("**Summary**") must be attached to every written lease and given to any tenant who has an oral lease. Unless otherwise noted, all provisions of the Chicago Residential Landlord Tenant Ordinance ("**Code**") are effective as of November 6, 1986. [Mun. Code ch. 5-12-170]

IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE CODE, OBTAIN A COPY OF THE CODE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY WOULD ALSO BE ADVISABLE. FOR A COPY OF THE CODE, VISIT THE CITY CLERK'S OFFICE ROOM 107, CITY HALL, 121 N. LASALLE ST., CHICAGO, ILLINOIS.

IMPORTANT NOTICE

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 porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.

RENTAL UNITS COVERED BY THE CODE [MUN. CODE CH. 5-12-020]

- Rental units with written or oral leases (including subsidized units such as CHA, IHDA, Section 8 Housing Choice Vouchers, etc.)

EXCEPT:

- Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels and rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 consecutive days.
- School dormitory rooms, shelters, employee's quarters and non-residential rental properties.
- Owner occupied co-ops and condominiums.

TENANT'S GENERAL DUTIES UNDER THE CODE [MUN. CODE CH. 5-12-40]

The tenant, tenant's family and guests must comply with all obligations imposed specifically upon tenants by the Code including:

- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant's apartments.
- Keeping the unit safe and clean.
- Using all equipment and facilities in a reasonable manner.
- Not damaging the unit.
- Not disturbing other residents.

LANDLORD'S RIGHT OF ACCESS UNDER THE CODE [MUN. CODE CH. 5-12-050]

- The tenant shall permit reasonable access to the landlord upon receiving 2 days prior notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A general notice to all affected tenants may be given in the event repair work on common areas or other units may require such access.
- In the event of an emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice within 2 days after such entry.

SECURITY DEPOSITS AND PREPAID RENT [MUN. CODE CH. 5-12-080 AND CH. 5-12-081]

- The landlord must give the tenant a receipt for a security deposit which includes the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting such security deposit.
- The landlord must pay interest each year on security deposits and prepaid rent (eff. 1-1-92) held more than 6 months. The rate of interest that must be paid on the security deposit and prepaid rent 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.
- The landlord must return all security deposit 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, the landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within 7 days from the date that the tenant provides notice of termination of the lease. (eff. 1-1-92)

LANDLORD'S GENERAL DUTIES UNDER THE CODE

- The landlord must give written notice of the owner's or manager's name, address and telephone number. [Mun. Code ch. 5-12-090]
- The landlord must give new or renewing tenants notice of [Mun. Code ch. 5-12-100]: (i) building code citations issued by the City in the previous 12 months; (ii) pending Housing Court or administrative hearing actions; and (iii) termination of water, electrical or gas service to the building.

RIDER TO CHICAGO APARTMENT LEASE - RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY (CONTINUED)

- The landlord must maintain the property in compliance with applicable provisions of the Code. [Mun. Code ch. 5-12-070]
- The landlord cannot require the 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)]
- The landlord must provide the tenant with at least 30 days prior written notice if the lease will not be renewed. If the landlord fails to give the required 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)]
- The landlord cannot enforce provisions of the lease that violate the Code. [Mun. Code ch. 5-12-140]

TENANT REMEDIES [MUN. CODE CH. 5-12-110]

- For 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, 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: (i) the withhold an amount of rent that reasonably reflects the reduced value of the unit. (rent withholding begins from the 5th day until such repairs are made; or (ii) make such repairs and deduct an amount not to exceed the greater of \$500 or 1/2 of the month's rent, whichever is more (but in no event can tenant deduct more than one month's rent). If the tenant makes the repairs: (a) the repairs must be completed in compliance with the Code, (b) the tenant must deliver the receipt for the cost of the repairs to the landlord, and (c) the tenant cannot deduct more than the cost of the repairs from the rent; and/or
 - 2) File suit against the landlord for damages and injunctive relief.
- For major defects: If the landlord fails to maintain the property in compliance with the Code and such failure renders the dwelling unit not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If, after 14 days, the repairs are not made, the tenant may immediately terminate the lease, in which event the tenant must deliver possession of the dwelling unit to the landlord within 30 days or tenant's notice shall be considered withdrawn (eff. 1-1-92).

LANDLORD'S FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) [MUN. CODE CH. 5-12-120(F)]

- 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 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) Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent;
 - 2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit;
 - 3) Procure substitute housing and be excused from paying rent for that period (and 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);
 - 4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold the monthly rent in an amount that reasonably reflects the reduced value of the dwelling unit (rent withholding cannot start until after the 24 hours expire and applies only to the days past the initial 24-hour waiting period) (eff. 1-1-92); or
 - 5) Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the lease (if the lease is terminated, the tenant must deliver possession of the dwelling unit to the landlord within 30 days or the notice of termination shall be considered withdrawn (eff. 1-1-92).
- **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 the tenant provides must be in writing and delivered to the address the landlord has given the tenant as an address to which notices should be sent. If the landlord has not given the tenant such an address, the tenant must send the notice to the last known address of the landlord or by an other reasonable means designed in good faith to provide written notice to the landlord (eff. 1-1-92).

FIRE OR CASUALTY DAMAGE [MUN. CODE CH. 5-12-110(G)]

- If a fire damages the dwelling unit to the extent that the unit is in material noncompliance with the Code and the tenant, tenant's family or guests are not responsible for the fire or accident:
 - 1) The tenant may move out immediately and provide the landlord with written notice of the tenant's intention to terminate the lease within 14 days of moving out; or
 - 2) The tenant may, if it is legal, stay in the dwelling unit, but if the tenant stays and cannot use a portion of the dwelling unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
 - 3) If the tenant stays in the dwelling unit, and the landlord fails to diligently carry out the work to repair the dwelling 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 lease 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 the tenant moves out of the dwelling unit prior to the termination of the lease, the landlord must make a good faith effort to find a new tenant at fair rent.

RIDER TO CHICAGO APARTMENT LEASE - RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY (CONTINUED)

- If the landlord is unsuccessful in re-renting the dwelling unit, the tenant shall remain liable for the rent under the lease, as well as the landlord's cost of advertising.

LATE RENT

- If the tenant fails to pay rent on time, the landlord may charge a late fee of \$10.00 per month on rents under \$500.00 plus 5% 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, and for a \$700.00 monthly rent, the late fee is \$10.00 plus 5% of \$200.00 or \$20.00 total) (eff. 1-1-92). [Mun. Code ch. 5-12-140(h)]
- If the tenant is late in the payment of rent and the landlord accepts the full amount of rent due from tenant, then the landlord cannot terminate the lease as a result of that breach. [Mun. Code ch. 5-12-130(g)]

LANDLORD REMEDIES [MUN. CODE CH. 5-12-130]

- If the tenant fails to pay rent, the landlord, after giving 5 days written notice to the tenant, may terminate the lease.
- If the tenant fails to comply with the Code or the lease, the landlord, after giving 10 days written notice to tenant, may terminate the lease if tenant fails to correct the violations.
- If the tenant fails to comply with the Code or the lease, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of an emergency, or within 14 days in all other instances. 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 which event the tenant shall be responsible for all costs of repairs..

LOCKOUTS [MUN. CODE CH. 5-12-160]

- It is illegal for the landlord to lock out the tenant, or change the locks, or remove the doors of a dwelling unit, or cut off heat, utility or water service, or to do anything which interferes with tenant's use of the dwelling unit.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity (eff. 1-1-92).
- The landlord shall be fined \$200.00 to \$500.00 for each day the lockout occurs or continues.
- The tenant may sue the landlord to recover possession of the dwelling unit and twice the actual damages sustained or 2 month's rent, whichever is greater.

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD [MUN. CODE CH. 5-12-150]

- The tenant has the right to complain or testify in good faith about its tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord, and the landlord is prohibited from retaliating against the tenant 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.

ATTORNEYS' FEES [MUN. CODE CH. 5-12-180]

- Except in eviction actions, the prevailing plaintiff in any action arising from the application of the Code shall be entitled to recover all court costs and reasonable attorneys' fees (eff. 1-1-92).

COPIES OF THE CODE.

- For a copy of the Code, 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 South State Street, Chicago, Illinois.