

CHICAGO APARTMENT LEASE

DATE OF LEASE	TERM OF LEASE	MONTHLY RENT	SECURITY DEPOSIT*
BEGINNING	ENDING		

*if none enter none

LESSEE:

NAME: ADDRESS: APT#: CITY: STATE: ZIP: PHONE:

LESSOR:

NAME: The Resurrection Project ADDRESS: 1818 S. Paulina St. CITY: Chicago STATE: IL ZIP: 60608 PHONE: 312.666.1323

AUTHORIZED OCCUPANTS:

--

PERSON AUTHORIZED TO ACT ON BEHALF OF OWNER FOR PURPOSE OF SERVICE OF PROCESS AND RECEIPTING OF NOTICES:

NAME: Oscar Hernandez ADDRESS: 1818 S. Paulina St. CITY: Chicago STATE: IL ZIP: 60608 PHONE: 312.666.1323
--

APPLICATION AND OCCUPANCY NOTICE TO TENANT

LESSEE ACKNOWLEDGES THAT THIS LEASE HAS BEEN EXTENDED TO LESSEE PURSUANT TO AN APPLICATION THEREFOR SUBMITTED BY LESSEE. THE ACCURACY OF THE INFORMATION THEREIN CONTAINED IS A MATERIAL CONDITION OF LESSOR IN EXTENDING THIS LEASE TO LESSEE. LESSEE WARRANTS THAT ALL THE INFORMATION GIVEN BY LESSEE IN APPLYING FOR THIS LEASE IS TRUE AND ACKNOWLEDGES THAT PROVIDING FALSE INFORMATION IS A MATERIAL BREACH OF THIS LEASE. OCCUPANCY BY MORE PERSONS AS SET FORTH IN THIS LEASE OR APPLICATION SHALL CONSTITUTE A MATERIAL BREACH OF THIS LEASE.

NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this lease.

Initials of Lessee

ADDITIONAL COVENANTS AND AGREEMENTS (if any)

Your Security Deposit Has or Will be Deposited In a Federally Insured Financial Institution Located in Illinois. Name of Financial Institution Address City, State, ZIP
--

In consideration of the mutual agreements and covenants herein set forth, and in further consideration of the statements made by Lessee in the Application for Lease and all supporting documents thereto, the truth and accuracy thereof being attested to by Lessee, and the information therein contained being incorporated into this lease as if set forth herein in full, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for use as a private dwelling unit only, the above noted premises, together with the fixtures and appliances belonging thereto, for the above Term:

LESSEE

LESSOR

DATE	DATE
DATE	DATE

DATE	DATE
DATE	DATE

LEASE COVENANTS AND AGREEMENTS

1. RENT: Lessee shall pay to Lessor or Lessor's authorized agent, at the address set forth above, or as hereafter changed by written notice to lessee, as rent for the Premises, the sum stated above. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this Lease.

2. LATE CHARGES: Rent received by Lessor later than the 5th day of the month on which such payment is due shall bear a late charge of \$ 10.00 plus 5 % of any rent due in excess of \$ 500.00. If Lessee mails rent to Lessor, the late charge will apply if the rent is received later than the 5th day of the month, regardless of the date Lessee mailed such rent payment. If a payment of rent is made by personal check which is later dishonored by the Lessee's bank, the tenant shall be assessed any bank charges incurred by Lessor as a result of such dishonored check, in addition to the rent and late charge due on the payment of rent.

3. SECURITY DEPOSIT: Lessee has deposited with Lessor, the sum set forth above as a security deposit to be held by the Lessor in accordance with State or local law or ordinance to secure the faithful performance by the Lessee of all of the provisions contained in this lease. If Lessee performs all of the obligations as provided in this lease and pays all sums due Lessor, then Lessor, after the Lessee has surrendered possession of the premises and delivered the keys thereto to Lessor, shall refund said deposit to Lessee, including interest as provided by law. If Lessee has failed to perform or comply with any of the provisions of the lease, then Lessor may apply all or any part of the security deposit in payment of any sums due from Lessee to Lessor, or to pay for repair of any damages caused by Lessee, Lessee's co-occupants or guests. The security deposit shall not be treated as advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease unless Lessee obtains written permission from Lessor to do so.

4. POSSESSION: If Lessor cannot give Lessee possession on the date fixed for commencement of the term, the rent shall be abated until such time as the premises are available for Lessee's occupancy, or Lessee may upon written notice terminate this Lease.

5. APPLICATION: The Lessee's application and all the representations contained therein are incorporated as a part of this Lease. Lessee warrants that all the information contained in the application is true, and that if any of said information is false, Lessor may terminate this Lease.

6. CONDITION OF THE PREMISES: Lessee has examined the premises prior to accepting same and prior to the execution of this lease, and Lessee is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors and taking possession or renewal of this lease upon its expiration shall be conclusive evidence of Lessee's receipt thereof in good order and repair. No promises as to condition or repair have been made by Lessor or his agent which are not herein expressed, and no promises to decorate, repair or modify the premises, which are not contained herein, have been made by Lessor or his agent.

7. LESSEE TO MAINTAIN: Lessee shall keep the premises and the fixtures and appliances therein in a clean, slightly and healthy condition, and in good repair, and in accordance with any and all ordinances in such cases made and provided, at Lessee's own expense, and upon the termination of this lease, for any reason, shall yield and return the same back to Lessor in as good condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage to the same has occurred or repairs to the premises whenever damage to the same has occurred or repairs are required due to Lessee's conduct or neglect, and shall replace all broken glass and fixtures. Upon Lessee vacating the premises, if the premises are not in good repair and in clean, slightly and healthy condition, Lessor or his agents may replace the premises in the same condition of repair, sightlines and pay Lessor for all expenses incurred by Lessor in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the premises.

8. USE OF PREMISES: The premises shall be occupied solely for residential purposes by Lessee only and those persons listed in the Application for the Lease. Neither Lessee nor any other persons residing with or visiting Lessee shall have been convicted of a crime relating to illegal sexual conduct nor shall suffer, perform, or permit any act or practice that may damage the reputation of the building or be injurious to the building or the operation thereof, or be disturbing to other tenants, be illegal, immoral or increase the rate of insurance on the building. Neither Lessee nor any occupant nor any guest of Lessee shall engage in any criminal activity including drug related activity on or near the premises nor shall they engage in any acts of violence or threats of violence or interfere with the health, safety or rights of other residents, employees or agents of Lessor, or persons in the immediate vicinity of the premises. Lessee shall be responsible for the conduct of all occupants and persons visiting the Lessee's unit.

9. SUBLET OR ASSIGNMENT: Lessee shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Lessor which consent shall not be unreasonably withheld. Lessor shall accept a reasonable sublease as provided by ordinance.

10. NO ALTERATIONS: Lessee shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Lessor

11. ACCESS: Lessee shall not unreasonably withhold consent to the Lessor to enter the apartment at reasonable times for reasonable purposes as provided by statute or Ordinance

12. HEAT AND WATER: Lessor shall furnish hot and cold water and if heating is under the control of the Lessor, shall also furnish heat in reasonable amounts at reasonable hours as provided by statute or Ordinance except when prevented by causes beyond Lessor's control or when the water and heating system are being repaired. Lessee shall at all times maintain the

temperature at a minimum of 45 degrees and shall be responsible for all damages resulting from the failure to do so.

13. RIGHT TO RELET: If Lessee shall remove a substantial portion of this personal property or otherwise abandon or vacate the premises, the Lessor may immediately re-let the premises as provided by Ordinance; or if the premises become vacant by reason of Lessee's breach, or if Lessee has been evicted, Lessor may re-let the premises, and Lessee shall be liable and pay for the expenses of reletting and losses to the end of the term or as provided by Ordinance. Tenant's obligation to pay rent during the term or as provided any extension thereof shall continue and shall not be waived, released or terminated by the service of a five-day notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgment for possession, or any other act resulting in the termination of Lessee's right of possession.

14. FORCIBLE DETAINER: If Lessee defaults in the payment of rent or any part thereof, Lessor may distraint for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or his agents, at his option, may terminate this Lease, and, if abandoned or vacated, may re-enter the premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

15. NOTICES: Any demand or notice may be served by delivering a copy to the Lessee, or by leaving the same with some person above the age of twelve years, residing on or in possession of the premises; or by sending a copy of said notice to the Lessee by certified mail, return receipt requested or by posting the same on Lessee's door to the premises, if no one is in actual possession of the premises.

16. FIRE AND CASUALTY: If the premises shall be rendered untenable by fire or by other casualty, the Landlord shall not be obligated to restore the premises and tenant may terminate this lease as provided by statute or Ordinance

17. DISHONOR: In the event that Lessee's rental payment is dishonored when negotiated by Lessor or his agents, Lessor shall have no obligation to re-deposit same, reserves the right to demand that all future rental payments be made by money order or certified funds. Lessee shall pay Lessor the sum of \$25.00 as additional rent for any dishonored payment.

18. SURRENDER OF PREMISES AND RETURN OF POSSESSION: Lessee shall not be required to renew this Lease more than ninety days prior to its expiration as provided by Ordinance and Lessor shall notify Lessee of Lessor's intention not to renew the Lease at least thirty days prior to its expiration so long as Lessee is not in default under the terms of this Lease, as provided by Ordinance. At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up and surrender immediate possession to Lessor or his agent. If Lessee fails to vacate the premises upon termination then:

(A) If Lessor files a statutory forcible entry and retainer action for possession based upon Lessee's failure to vacate the premises, then Lessee shall pay Lessor a sum equal to double the amount of rent here in set forth as liquidated damages for the time that possession is withheld; or

(B) Lessor may, by giving Lessee written notice thereof, extend the term of this Lease upon all the terms and conditions herein for one year, but with a rental of 20% greater than the rental contained herein; or

(C) If Lessor fails to provide written notice to Lessee of Lessor's election under (B), Lessee shall become a month-to-month tenant, upon all the terms and conditions contained herein, Lessee shall also compensate Lessor for any and all damages incurred by Lessor by virtue of Lessee's failure to vacate the said premises in accordance with the terms of this Lease. The payment or acceptance of rent after termination of this Lease shall not extend the Lease.

19. EMINENT DOMAIN: If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.

20. JOINT OBLIGATIONS: The words "Lessor" and "Lessee" when used in this Lease shall be incurred or expanded by Lessor due to Lessee's breach of the covenants and agreements of this Lease, to the extent provided for by Law, Court rules statute or Ordinance.

21. LEGAL EXPENSES: Lessee shall pay all costs, expenses and attorneys fees which shall be incurred or expanded by Lessor due to Lessee's breach of the covenants and agreements of this Lease, to the extent provided for by Law, Court rules, statute or Ordinance.

22. SMOKE DETECTORS: Lessee acknowledges that at the time of obtaining initial possession of the premises, all smoke detectors required to be installed in the premises have been installed and are in good working order, Lessee agrees to repair and maintain the smoke detector devices including replacement of the energy source when needed.

23. BINDING ON HEIRS: All covenants contained herein shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, assigns and successors.

24. REMEDIES CUMULATIVE: The Lessor's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Lessor from exercising any other right or remedy.

25. SEVERABILITY CLAUSE: If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not invalidate nor render unenforceable the remainder of this Lease.

26. STORAGE: Lessor shall not be obligated to provide Lessee storage.

27. INSURANCE: Lessor is not an insurer of Lessee's property. Lessee shall carry sufficient insurance to insure all of Lessee's property located on Lessor's premises.

28. SUBORDINATION: Lessee will not do any act which shall encumber Lessor's title to the premises, and if Lessee causes a lien to be placed on the title, or premises, Lessor may discharge the lien and Lessee will reimburse Lessor the amount Lessor expended. This lease shall not be recorded by

Lessee and is, and shall be, subordinate to any present or future mortgages now, or hereafter, placed on the premises.

29. RULES AND REGULATIONS: Lessee shall observe and abide by the Rules and Regulations set forth in this Lease, and agrees to be bound by and comply with any further reasonable rules and regulations may be established by the Lessor.

RULES AND REGULATIONS

- 1. No dogs, cats, or other animals shall be kept in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.
- 2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
- 3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.
- 4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building, nor shall children be permitted to play in the common areas, nor shall Lessee place or store any items in the hallways or common areas of the building.
- 5. No musical instrument shall be played and no radio or television set shall be operated at any time in such a manner as to disturb or annoy other occupants of the building, nor shall other noises be made which will disturb or annoy any occupants of the building. Operation of electrical devices which interfere with radio or television reception is not permitted.
- 6. Deliveries and moving of furniture must be conducted through the rear entrance of the building at hours designated by Lessor.
- 7. Lessee shall maintain the smoke detectors, and replace the batteries when necessary.
- 8. Lessee shall not install or maintain a washer, dryer or dishwasher on the premises without Lessor's prior written consent. Lessee shall not rin the water for an unreasonable length of time.
- 9. Lessee shall only cook in the kitchen and shall not barbeque or operates cooking equipment on porches or balconies. Lessee shall not leave food cooking on the premises unattended.

- 10. Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags or injurious items shall be placed in plumbing facilities or receptacles.
- 11. Lessee shall not place nor permit any article or antenna outside of the windows, on the exterior walls, or on the roof of the Building, and shall not throw or drop any article from any window.
- 12. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.
- 13. Lessee shall not place, erect or install any signs or advertisements on the windows, nor on any part of the Building or premises.
- 14. Lessee shall not install a waterbed or any other unusually heavy item of furniture without prior written permission from Lessor.
- 15. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.
- 16. Lessee shall not solicit, canvass nor conduct any door-to-door activities on the premises without written permission from Lessor.
- 17. Lessor has the right to bar individuals from the building and/or Lessee's premises. You must inform your guests of all lease provisions regarding use of the premises and all rules and regulations. If these provisions are violated by your guests, they may be barred and / or arrested for criminal trespassing, after they have received a barred notice and then have been placed on a barred list by Lessor. **If you violate the lease or any of the rules and regulations, it is grounds for termination of your tenancy.**

ASSIGNMENT BY LESSOR

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby transfers, assigns and sets over to _____ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____ 20_____.

Dated _____, 20_____.

 _____ (SEAL)
 _____ (SEAL)

GUARANTEE

In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee. Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Dated _____ 20_____.
 _____ (SEAL)
 _____ (SEAL)

CITY OF CHICAGO RESIDENTIAL LANDLORD AND 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 rental agreement whether the agreement is new or renewal. Unless otherwise noted, all provisions are effective as of November 6, 1986. [Mun. Code ch. 5-12-170]

IMPORTANT: If you seek to exercise rights under the ordinance, obtain a copy of the ordinance to determine appropriate remedies and procedures. Consulting an attorney would be advisable.

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

WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? [Mun. Code ch. 5-12-010]

• Rental units with written or oral leases (Including all subsidized units such as CHA, IHDA, Sect. 8, etc.)

EXCEPT

- Units in owner-occupied buildings with 6 or fewer units.
- Units in hotels, motels, rooming houses, unless rented on a monthly basis and occupied for more than 32 days.
- School dormitory rooms, shelters, employee's quarters, non-residential rental properties.
- Owner occupied Co-ops and condominiums.

WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? [Mun. Code ch. 5-12-040]

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

- Buying and installing batteries in smoke and carbon monoxide detector within tenant's apartment.
- 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 TO ACCESS [Mun. Code ch. 5-12-050]

- A tenant shall permit reasonable access to a landlord upon receiving 2 days 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 emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice within two days after entry.

SECURITY DEPOSIT AND PREPAID RENT [Mun. Code ch. 5-12-080]

- A landlord must give a tenant a receipt for a security deposit including 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 the security deposit.
- A landlord must pay interest for Security deposit and prepaid rent (eff. 1/1/92) held more than 6 months.
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before expenses for damage can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of damages within 30 days of the date the tenant vacates the dwelling unit.
- 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 the tenant vacates the unit.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and money for damages, within 7 days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1/1/92)

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]
 1. To give new or renewing tenants notice of:
 2. Code citations issued by the City in the past 12 months;
 3. Pending Housing Court or administrative hearing actions;
- Water, electrical or gas service shut-offs to the building during the 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 provide tenants 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 not enforce prohibited lease provisions. [Mun. Code ch. 5-12-140]

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 ½ of the month's rent, whichever is more, but not to exceed one month's rent. Repairs must be done in compliance with Code. Receipt for 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 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. 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. 5-12-110(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 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:

DRAFT FOR PUBLICATION Sept. 2, 2014 to Oct. 2, 2014

CASA Queretaro

DRAFT Chicago Apartment Lease

1. Procure substitute services, and upon presenting paid receipts to the landlord, deduct the cost from 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 also may recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent or portion thereof; OR
4. 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 the 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)
5. 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 deliver possession within 30 days or the notice of termination is 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 a tenant provides must be in writing, delivered to the address the landlord has given to 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 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 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 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 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 of 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 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 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.

WHAT HAPPENS IF A TENANT PAYS RENT LATE? [Mun. Code ch. 5-12-140 (h)]

- If the tenant fails to pay rent on time, the landlord may charge a \$10.00 per month late fee on rents under \$500.00 and a 5% per month late fee on that part of the rent exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700.00 monthly rent the late fee is \$10.00 plus 5% of \$20.00 or \$20.00)(eff.1/1/92)[Mun. Code ch. 5-12-140(h)]

WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? [Mun. Code ch. 5-12-120 (h)]

- If the landlord accepts 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 5 days written notice to the tenant, may terminate the rental agreement.
- 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 an 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]

- It is ILLEGAL for a landlord to lock out a tenant, or change the locks, or remove the doors of a rental unit, or to cut off heat, utility or water service, or to 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 recover possession of the unit and twice the actual damages sustained or two months' rent, whichever is greater.

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 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.

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. (eff. 1/1/92)

WHERE CAN I GET A COPY OF THE ORDINANCE?

For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois, or the Municipal Reference Library, Harold Washington Library, 5th floor, 400 S. State Street, Chicago, Illinois.

CITY OF CHICAGO
RESIDENTIAL LANDLORD AND TENANT ORDINANCE
Rate of Interest on Security Deposits

An amendment to the Chicago Residential Landlord and Tenant Ordinance requires this separate summary- which describes the rights, obligations, and the new rate of security deposit interest, and the rate for each of the prior two years - to be attached to each written rental agreement, or be given to tenants who have an oral agreement. (Effective June 30, 1997)

Municipal Code Chapters, 5--12--170, 5--12--080, and 5--12--081

- > A landlord must give a tenant a receipt for a security deposit that 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 the security deposit.
- > A landlord must pay interest each year on security deposits (eff.11-6-86) and prepaid rent (eff. 1-1-92) held more than six months.
- > The rate of interest that a landlord must pay is set each year by the City Comptroller (eff. 7-1-97)
- > Before a landlord can deduct expenses for damages 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.
- > Within 45 days of the date the tenant vacates the dwelling unit, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages.
- > 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 (eff. 1-1-92).

Under Chapter 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of January 1, 2014, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 0.013%. This rate is based upon the average of the rates of interest, as of December 31, 2013 of the following types of accounts at the commercial bank having its main branch located in the City of Chicago and having the largest total asset value: Passbook Savings; Insured Money Markets; and Six-month Certificates of Deposit (based on a deposit of \$1,000).

Security Deposit Interest Rate

Current Rate – January 1, 2014 through December 31, 2014	0.013%
Past Rate – January 1, 2013 through December 31, 2013	0.023%
Past Rate – January 1, 2012 through December 31, 2012	0.057%

For a copy of the complete Residential Landlord and Tenant Ordinance, go to <http://www.chicityclerk.com/legislation/codes/index.html> and click on Chapter 5-12 – Residential Landlords and Tenants, or the visit the Office of the Clerk, room 107, City Hall, 121 N. LaSalle Street

For a copy of the Residential Landlord and Tenant Ordinance Summary call 311, or visit the City of Chicago Department of Housing at 318 S. Michigan.