

# Residential Landlord And Tenant Ordinance Summary

This summary of the ordinance must be attached to every written rental agreement or be given to the tenant who has an oral rental agreement. 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 ALSO BE AVISABLE.**

## **WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? {MUN. CODE CH 5-12-010}**

- All rental units with written or oral leases (including all subsidized units such as CHA, IHDA, Sect. 8, etc)

## **WHAT RENTAL UNITS ARE NOT COVERED BY THE ORDINANCE? {MUN. CODE CH. 5-12-020}**

- Owner-occupied buildings with six 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
- Co-ops and condominiums unless rented

## **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 maintaining smoke detector batteries with tenant's apartment
- Keep the unit safe and clean
- Use all equipment and facilities in a reasonable manner
  - Not damage the unit
  - Not disturb other residents

## **LANDLORD'S RIGHT OF ACCESS {MUN. CODE CH 5-12-050}**

- A tenant shall permit reasonable access to a landlord upon receiving two 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 such access, the landlord must provide notice two days after entry.

## **SECURITY DEPOSITS 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 each year at the rate set the City Comptroller for security deposits held more than six months (eff. 7-1-97)
- A landlord must pay interest each year at the rate set by the City Comptroller for prepaid rent held more than six months (eff. 7-1-97)
- A landlord must return all security deposits and interest minus unpaid rent and money 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 interest, minus unpaid rent and money for damages, within seven 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}
- To give new tenants or tenants renewing a rental agreement, notice of building code citations issued by the City in the past 12 months; notice of pending House Court, Code Enforcement Bureau or Compliance Board actions; and notice of termination of 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}
- Not force 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 (j)}
- Provide a tenant to renew an agreement more than 90 days written notice of his intention not to renew a rental agreement. 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. 5-12-140}
- To use a lease without prohibited provisions {Mun. Code ch. 5-12-140}

#### TENANT REMEDIES {MUN. CODE CH. 5-12-110}

- If the landlord fails to maintain the property in compliance with the Code **AND such failure renders the premises not reasonably fit and habitable**, the tenant may:

1) Request in writing that the landlord make repairs within 14 days or tenant may terminate vacate the premises within 30 days and if possession is not delivered, the tenant's notice is considered withdrawn (eff. 1-1-92)

- If the landlord fails to maintain the property in material compliance with the Code and the tenant or 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 or tenant can withhold an amount of rent that reasonably reflects reduced value of the unit.

2) Request in **writing** that the landlord make repairs within 14 days or tenant may have the repairs made and deduct up to \$500 or 1/2 month's rent, whichever is more, **but not to exceed one month's rent**. The repairs must be done in compliance with existing law and building regulations. A 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.

3) File suit against the landlord for damages and injunctive relief.

#### 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, the tenant may:

- 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. The tenant also may recover 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 from the monthly rent an amount that reasonably reflects the reduced value of the premises (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 if the landlord has informed the tenant of 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 the tenant's family or guests are **not** responsible for fire or accident, the tenant has three choices:

- 1) The tenant may 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 unit, **if it is legal**, but if the tenant stays and is denied use of a portion of the unit through damage, he may reflect the reduced value of the unit.
- 3) If the tenant stays and the landlord promises to begin work but 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 his intention to terminate the rental agreement.

#### **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?**

- 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 that 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 fees & 10.00 plus 5% of \$200 or \$20.00) (eff. 1-1-92) {Mun. Code ch. 5-12-140(h)}

- The landlord cannot evict the tenant if he accepts full payment of the rent due {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 five 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, after giving 14 days written notice to the tenant or in the case of emergency as promptly as conditions permit, may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for the costs of repairs.

#### **LOCKOUTS**

- 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)
- 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 landlord cannot take retaliatory action against a tenant because a tenant complains or testifies in good faith to governmental agencies or officials, media, community groups, tenants unions or landlord.

#### **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 LaSalle Street, Chicago, Illinois or the Approved by the City of Chicago, January 1992