

## Chapter 6

### LACK OF ESSENTIAL SERVICES

If your landlord fails to supply essential services, contact your landlord immediately. Essential services include heat, running water, hot water, electricity, gas, and plumbing. Also contact your landlord immediately if conditions become an immediate danger to health and safety. If your landlord's response to either situation is not helpful, report the problem to the City's complaint line at (312) 744-5000. The City responds quickly to complaints about the lack of essential services. The Chicago Residential Landlord and Tenant Ordinance also provides you with some things you can do yourself to alleviate the problem. For example, you may obtain reasonable amounts of heat, water, etc., or find alternative housing at the landlord's expense. Follow these guidelines to protect yourself in case your landlord decides to attempt legal action.

- You must give the landlord written notice of the problem stating the essential services that are lacking. The type of notice and manner of service should follow the guidelines given in the previous chapter. It must be done in a manner reasonably calculated to prove the landlord received the notice.
- You may get a space heater, bottled water, or other reasonable replacement for an essential service and deduct the cost from your rent. You must keep the receipts and provide copies to your landlord when you make the deductions.
- If conditions force you to find substitute housing, you are excused from paying rent for as long as the lack of essential services exists. Also, you are entitled to recover the cost of substitute housing from you landlord in a lawsuit as long as it does not exceed your monthly rent. Consult an attorney prior to exercising this remedy. The Ordinance does not entitle you to deduct the cost of substitute housing from future rent, and the law requires you to mitigate damages, meaning to keep the cost as low as possible.
- If the problem is not corrected within 24 hours from the time you gave the notice to the landlord, you have the right to withhold an amount from the rent that reflects the reduced value of the apartment. (We advise you to keep these estimates conservative.)
- If the problem is not corrected with 72 hours of the receipt of the written notice, you may legally terminate your lease agreement. Once this is done you must move out within 30 days.

*For other remedies available to you under the Ordinance, see the previous chapter, "Tenant Self-Help Remedies."*

*[For more information about the Lack of Essential Services for Housing Choice Voucher tenants, please see Chapter 13.]*