

# Chapter 1

## THE ORDINANCE SUMMARY

### CHICAGO'S 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 the tenant at initial offering of an oral agreement, whether the agreement is new or a 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 ALSO BE ADVISABLE.**

*[LCBH Note: See the Reference List for Renters, back page]*

*The following is a duplication of Chicago's Residential Landlord and Tenant Ordinance Summary." When you rent an apartment, the landlord must give you a copy of this Summary. It summarizes the Chicago Residential Landlord and Tenant Ordinance, informing you of your rights and responsibilities as a tenant as well as those of your landlord. After each section, look for our note telling you where in this guide to find more information about that particular subject.*

#### **What rental units are covered by the ordinance?**

**[Mun. Code ch. 5-12-020]**

All rental units with written or oral leases (including all subsidized units such as CHA, IHDA, Housing Choice Vouchers (Section 8), etc.) EXCEPT:

- Rental Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid 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 invited 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.

[For more information about tenants with a Housing Choice Voucher and their additional responsibilities, please see Chapter 13]

### **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 access, the landlord must provide notice within 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 for security deposits held for more than six months. (eff. 1-1-92)
- The rate of interest a landlord must pay 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.
- A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45 days of the date the tenant vacates the dwelling unit.
- In the event of 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)

*[For more information on your lease, see Chapter 3.]*

### **What are the Landlord's General Duties?**

- 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 or renewing tenants notice of:
  - Code citations issued by the City in the previous 12 months;
  - Pending Housing Court or administrative hearing actions;
  - Water, electrical or gas service shut-offs to the building during 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 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)]
- To provide a tenant 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]

*[ See Chapter 4, “The Landlord’s Responsibilities,” for more information.]*

### **Tenant Remedies**

#### **[Mun. Code ch. 5-12-110]**

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 \_ 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. Tenant must deliver possession and move out in 30 days or tenant’s notice is considered withdrawn. (eff. 1-1-92)

**[Chapter 5, entitled “Tenant Self-Help Remedies, “has a better explanation of what to do if your landlord fails to maintain your apartment or the building.]**

**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 the extent that such failure is 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; 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 for each month 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
- 5) Ask that the landlord fix the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the agreement is terminated, the tenant must deliver possession and move out 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 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 other reasonable means designed in good faith to provide written notice to the landlord. (eff. 1-1-92)

*[For more information, see chapter 6, "The Lack of Essential Services." Housing Choice Voucher tenants, see Chapter 13.]*

**Fire or Casualty Damage  
[Mun. Code ch. 5-12-110(g)]**

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 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 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 being 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 rest under the rental agreement, as well as the landlord's cost of advertising.

[Housing Choice Voucher tenants cannot sublease their rental unit. Please see Chapter 13 for more information.]

### **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 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 fee is \$10.00 plus 5% of \$200.00 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)]

*[For an overview on the eviction procedure based on nonpayment of rent, see Chapter 8.]*

### **What Happens if a Tenant Pays Rent After the Expiration of the Time Period Set Forth in a Termination Notice?**

#### **[Mun. Code Ch. 5-12-140 (h)]**

If the landlord accepts the 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 emergency, or within 14 days.

*[See Chapter 8 to read how a landlord can begin eviction proceedings after giving you a 5-day or 10-day notice.]*

### **Lockouts**

**[Mun. Code ch. 5-12-1560]**

This section applies to every residential rental unit in Chicago. There are no exceptions.

- It is **ILLEGAL** for a landlord to lock out a tenant, or change 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.

*[Chapter 9 is devoted to the subject of lockouts and illegal evictions.]*

### **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.

**[More information can be found in Chapter 10, entitled "Retaliation by 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 North LaSalle Street, Chicago, Illinois, or view it at the Municipal Reference Library, Harold Washington Library, 5<sup>th</sup> Floor, 400 S. State Street, Chicago, Illinois.