

CHICAGO Residential Landlord & Tenant Ordinance

What is covered by the Ordinance?

- 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.

Security Deposits and Prepaid Rent:

- 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 person accepting such security deposit must sign the receipt.
- Landlord must pay interest each year on security deposits and prepaid rent 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.
- 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.
- 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, 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.

Landlord's General Duties:

- Give tenant written notice of the owner's or manager's name, address, and telephone number.
- Give tenant written disclosure of foreclosure complaint and foreclosure action filing within 7 days of being served a foreclosure complaint. The owner or landlord shall also notify of a foreclosure suit, in writing, before a tenant signs a lease.
- 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.
 - To maintain the property in compliance with all applicable provisions of the Municipal Code.
- To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates.
- To provide a tenant with 30 or more 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.
- To not enforce prohibited lease provisions.

Tenant's General Duties:

- Pay rent within the first 5 days of the month
- 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.

Protecting Tenants in Foreclosed Rental Property

No Retaliatory Conduct by Landlord:

- 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.
- 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.
- Notice of change in ownership (due to foreclosure) must be provided within 21 days after a person becomes an owner or within 7 days of determining the tenant's identity.
- Notice must be delivered to known tenant or household member 13 years or older or mailed. In addition, notice must be posted on the primary entrance of each foreclosed property. Chicago Municipal Code, § 5-14-040(a),(b)
- Notice must be given in English, Spanish, Polish, and Chinese.
- Until the owner serves notice under § 5-14-040, the owner cannot collect rent or terminate a tenant's lease for failure to pay rent.
- The Ordinance requires the owner of a foreclosed rental property to either: (1) offer the Qualified Tenant a renewal or extension of their lease with a rent increase of no more than 2%; or (2) pay the tenants a relocation fee of \$10,600 within seven days of the Qualified Tenant vacating the unit. Chicago Municipal Code, § 5-14-050(a).
- If the owner elects to offer a lease, the owner must continue to offer renewals or extensions (with rent increases of no more than 2% per year) until the owner sells the property to a "bona fide third-party purchaser."



ILLINOIS

Forcible Entry & Detainer Act

- A landlord cannot use self-help remedies to evict a tenant or tenants.
- Examples of self-help remedies include: changing the locks to the apartment, removing a tenant's belongings, removing the door to the apartment, or shutting off the utilities to the apartment.
- If a landlord denies a tenant access to the premises, the landlord is committing a breach of the implied covenant of quiet enjoyment.

Necessary Notices for a Legal Eviction:

- Where there is a month-to-month tenancy or any other tenancy less than a year (but not week-to-week), the landlord may terminate the lease at any time by giving a 30-day notice.
- A 10-day notice is given for violating any lease provision.
- 5-day notice is given for rent nonpayment. If 5-day notice is based on nonpayment, the tenant can cure by tendering the rent within the 5-day period.
- Repeated late payment or nonpayment of the rent could also be grounds for a 5-day notice, possibly without a right to cure.
- For tenants that find themselves in foreclosed property, no matter the length of their lease or when it was entered into in relation to the foreclosure proceedings, the tenant must receive 90 days notice of any change in the lease, renewal, or termination.

WHAT IS A BONA FIDE LEASE?

Bona fide indicates honesty and validity. Most leases are bona fide.

There are several factors that determine if a lease is bona fide.

- Your lease (written or verbal) must be the result of an “arms-length transaction” (entered into by people acting in their own best interests).
- Your rent (including subsidies) cannot be substantially lower than fair market rent.
- You cannot be the former owner.
- You generally cannot be a parent, child, or spouse of the former owner. If this is the case, under Illinois law, you may still be able to prove your lease is bona fide and you should speak with an attorney.

TENANT REMEDIES FOR NECESSARY REPAIRS

Repairs:

- 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.
- 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.

Major defects: If after 14 days, the repairs are not made, the tenant may immediately terminate the lease.

Renting Rights & Landlord Responsibilities Chicago & Illinois

A service provided by The LUCHA Law Project



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