

# Illinois Landlord & Tenant Law

*A Guide for Illinois Landlords*



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## **INTRODUCTION**

There are a variety of laws pertinent to the governance of rental properties, including numerous appellate court decisions, which impact landlords and their tenants. Landlords primarily rely on the Illinois Code of Civil Procedure: Forcible Entry and Detainer Act, commonly known as the eviction statute, and the Illinois Security Deposit Return Act, both included in this booklet.

We have also included for your convenience and reference the Chicago Residential Landlord Tenant Ordinance, the Evanston Residential Landlord Tenant Ordinance, and pertinent excerpts of the Oak Park Village Code, which may be relevant to your rental property.

Of course, this is not a substitute for legal advice since many of the laws on the books are subject to interpretation and, in some instances, differences of opinion. Further, all laws must be reviewed in conjunction with each individual leasing agreement. Please contact us if you have any questions.

We hope that you find this summary useful.

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**ILLINOIS CODE OF CIVIL PROCEDURE:  
FORCIBLE ENTRY AND DETAINER ACT  
(735 ILCS 5/9-101, *et seq.*)**

# ILLINOIS CODE OF CIVIL PROCEDURE: FORCIBLE ENTRY AND DETAINER ACT

## INTRODUCTION

In Illinois, the law which defines the process of eviction is known as the Forcible Entry and Detainer Act. The forcible court is known as a court of limited jurisdiction, which means that only claims for possession and monetary damages can be heard. The court will not allow unrelated defenses and counterclaims. Further, legal actions brought under this Act are expedited and, under general circumstances, will move quickly through the court system.

**FULL TEXT** (as of January 1, 2018)

## PART 1. IN GENERAL

**Section 9-101. Forcible entry prohibited.** No person shall make an entry into lands or tenements except in cases where entry is allowed by law, and in such cases he or she shall not enter with force, but in a peaceable manner.

**Section 9-102. When action may be maintained.**

(a) The person entitled to the possession of lands or tenements may be restored thereto under any of the following circumstances:

- (1) When a forcible entry is made thereon.
- (2) When a peaceable entry is made and the possession unlawfully withheld.
- (3) When entry is made into vacant or unoccupied lands or tenements without right or title.
- (4) When any lessee of the lands or tenements, or any person holding under such lessee, holds possession without right after the termination of the lease or tenancy by its own limitation, condition or terms, or by notice to quit or otherwise.
- (5) When a vendee having obtained possession under a written or verbal agreement to purchase lands or tenements, and having failed to comply with the agreement, withholds possession thereof, after demand in writing by the person entitled to such possession; provided, however, that any such agreement for residential real estate as defined in the Illinois Mortgage Foreclosure Law entered into on or after July 1, 1987 where the purchase price is to be paid in installments over a period in excess of 5 years and the amount unpaid under the terms of the contract at the time of the filing of a foreclosure complaint under Article XV, including principal and due and unpaid interest, is less than 80% of the original purchase price shall be foreclosed under the Illinois Mortgage Foreclosure Law.

This amendatory Act of 1993 is declarative of existing law.

(6) When lands or tenements have been conveyed by any grantor in possession, or sold under the order or judgment of any court in this State, or by virtue of any sale in any mortgage or deed of trust contained and the grantor in possession or party to such order or judgment or to such mortgage or deed of trust, after the expiration of the time of redemption, when redemption is allowed by law, refuses or neglects to surrender possession thereof, after demand in writing by the person entitled thereto, or his or her agent.

(7) When any property is subject to the provisions of the Condominium Property Act, the owner of a unit fails or refuses to pay when due his or her proportionate share of the common expenses of such property, or of any other expenses lawfully agreed upon or any unpaid fine, the Board of Managers or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand; or if the lessor-owner of a unit fails to comply with the leasing requirements prescribed by subsection (n) of Section 18 of the Condominium Property Act or by the declaration, by-laws, and rules and regulations of the condominium, or if a lessee of an owner is in breach of any covenants, rules, regulations, or by-laws of the condominium, and the Board of Managers or its agents have served the demand set forth in Section 9-104.2 of this Article in the manner provided in that Section.

(8) When any property is subject to the provisions of a declaration establishing a common interest community and requiring the unit owner to pay regular or special assessments for the maintenance or repair of common areas owned in common by all of the owners of the common interest community or by the community association and maintained for the use of the unit owners or of any other expenses of the association lawfully agreed upon, and the unit owner fails or refuses to pay when due his or her proportionate share of such assessments or expenses and the board or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand.

(b) The provisions of paragraph (8) of subsection (a) of Section 9-102 and Section 9-104.3 of this Act shall not apply to any common interest community unless (1) the association is a not-for-profit corporation or a limited liability company, (2) unit owners are authorized to attend meetings of the board of directors or board of managers of the association in the same manner as provided for condominiums under the Condominium Property Act, and (3) the board of managers or board of directors of the common interest community association has, subsequent to the effective date of this amendatory Act of 1984 voted to have the provisions of this Article apply to such association and has delivered or mailed notice of such action to the unit owners or unless the declaration of the association is recorded after the effective date of this amendatory Act of 1985.

(c) For purposes of this Article:

(1) "Common interest community" means real estate other than a condominium or cooperative with respect to which any person by virtue of his or her ownership of a partial interest or unit therein is obligated to pay for maintenance, improvement, insurance premiums, or real estate taxes of other real estate described in a declaration which is administered by an association.

(2) "Declaration" means any duly recorded instruments, however designated, that have created a common interest community and any duly recorded amendments to those instruments.

(3) "Unit" means a physical portion of the common interest community designated by separate ownership or occupancy by boundaries which are described in a declaration.

(4) "Unit owners' association" or "association" means the association of all owners of units in the common interest community acting pursuant to the declaration.

(d) If the board of a common interest community elects to have the provisions of this Article apply to such association or the declaration of the association is recorded after the effective date of this amendatory Act of 1985, the provisions of subsections (c) through (h) of Section 18.5 of the Condominium Property Act applicable to a Master Association and condominium unit subject to such association under subsections (c) through (h) of Section 18.5 shall be applicable to the community associations and to its unit owners.

**Section 9-103. Mobile home site.** The rental of land upon which a mobile home is placed or the rental of a mobile home and the land on which it is placed, for more than 30 days, shall be construed as a lease of real property. However, nothing in this Section shall be construed to affect the classification of mobile homes as real or personal property for purposes of taxation.

**Section 9-104. Demand-Notice-Return.** The demand required by Section 9-102 of this Act may be made by delivering a copy thereof to the tenant, or by leaving such a copy with some person of the age of 13 years or upwards, residing on, or being in charge of, the premises; or in case no one is in the actual possession of the premises, then by posting the same on the premises; or if those in possession are unknown occupants who are not parties to any written lease, rental agreement, or right to possession agreement for the premises, then by delivering a copy of the notice, directed to "unknown occupants", to the occupant or by leaving a copy of the notice with some person of the age of 13 years or upwards occupying the premises, or by posting a copy of the notice on the premises directed to "unknown occupants". When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts therein stated, and if such demand is made by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated. The demand for possession may be in the following form:

To ....

I hereby demand immediate possession of the following described premises: (describing the same.)

The demand shall be signed by the person claiming such possession, his or her agent, or attorney.

**Section 9-104.1. Demand; Notice; Return; Condominium and Contract Purchasers.**

(a) In case there is a contract for the purchase of such lands or tenements or in case of condominium property, the demand shall give the purchaser under such contract, or to the condominium unit owner, as the case may be, at least 30 days to satisfy the terms of the demand before an action is filed. In case of a condominium unit, the demand shall set forth the amount claimed which must be paid within the time prescribed in the demand and the time period or periods when the amounts were originally due, unless the demand is for compliance with Section 18(n) of the Condominium Property Act, in which case the demand shall set forth the nature of the lease and memorandum of lease or the leasing requirement not satisfied. The amount claimed shall include regular or special assessments, late charges or interest for delinquent assessments, and attorneys' fees claimed for services incurred prior to the demand. Attorneys' fees claimed by condominium associations in the demand shall be subject to review by the courts in any eviction proceeding under subsection (b) of Section 9-111 of this Act. The demand shall be signed by the person claiming such possession, his or her agent, or attorney.

(b) In the case of a condominium unit, the demand is not invalidated by partial payment of amounts due if the payments do not, at the end of the notice period, total the amounts demanded in the notice for common expenses, unpaid fines, interest, late charges, reasonable attorney fees incurred prior to the initiation of any court action and costs of collection. The person claiming possession, or his or her agent or attorney, may, however, agree in writing to withdraw the demand in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state:

"Only FULL PAYMENT of all amounts demanded in this notice will invalidate the demand, unless the person claiming possession, or his or her agent or attorney, agrees in writing to withdraw the demand in exchange for receiving partial payment."

(c) The demand set forth in subsection (a) of this Section shall be served either personally upon such purchaser or condominium unit owner or by sending the demand thereof by registered or certified mail with return receipt requested to the last known address of such purchaser or condominium unit owner or in case no one is in the actual possession of the premises, then by posting the same on the premises. When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts therein stated and if such demand is made by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated. To be effective service under this Section, a demand sent by certified or registered mail to the last known address need not be received by the purchaser or condominium unit owner. No other demand shall be required as a prerequisite to filing an action under paragraph (7) of subsection (a) of Section 9-102 of this Act. Service of the demand by registered or certified mail shall be deemed effective upon deposit in the United States mail with proper postage prepaid and addressed as provided in this subsection.

**Section 9-104.2. Condominiums: demand, notice, termination of lease, and eviction.**

(a) Unless the Board of Managers is seeking to evict a tenant or other occupant of a unit under an existing lease or other arrangement with the owner of a unit, no demand nor summons need be served upon the tenant or other occupant in connection with an action brought under paragraph (7) of subsection (a) of Section 9-102 of this Article.

(a-5) The Board of Managers may seek to evict a tenant or other occupant of a unit under an existing lease or other arrangement between the tenant or other occupant and the defaulting owner of a unit, either within the same action against the unit owner under paragraph (7) of subsection (a) of Section 9-102 of this Article or independently thereafter under other paragraphs of that subsection. If a tenant or other occupant of a unit is joined within the same action against the defaulting unit owner under paragraph (7), only the unit owner and not the tenant or other occupant need to be served with 30 days prior written notice as provided in this Article. The tenant or other occupant may be joined as additional defendants at the time the suit is filed or at any time thereafter prior to execution of the eviction order by filing, with or without prior leave of the court, an amended complaint and summons for trial. If the complaint alleges that the unit is occupied or may be occupied by persons other than or in addition to the unit owner of record, that the identities of the persons are concealed and unknown, they may be named and joined as defendant "Unknown Occupants". Summons may be served on the defendant "Unknown Occupants" by the sheriff or court appointed process server by leaving a copy at the unit with any person residing at the unit of the age of 13 years or greater, and if the summons is returned without service stating that service cannot be obtained, constructive service may be obtained pursuant to Section 9-107 of this Code with notice mailed to "Unknown Occupants" at the address of the unit. If prior to execution of the eviction order the identity of a defendant or defendants served in this manner is discovered, his or her name or names and the record may be corrected upon hearing pursuant to notice of motion served upon the identified defendant or defendants at the unit in the manner provided by court rule for service of notice of motion. If, however, an action under paragraph (7) was brought against the defaulting unit owner only, and after obtaining an eviction order and expiration of the stay on enforcement the Board of Managers elects not to accept a tenant or occupant in possession as its own and to commence a separate action, written notice of the eviction order against the unit owner and demand to quit the premises shall be served on the tenant or other occupant in the manner provided under Section 9-211 at least 10 days prior to bringing suit to evict the tenant or other occupant.

(b) If an eviction order is granted to the Board of Managers under Section 9-111, any interest of the unit owner to receive rents under any lease arrangement shall be deemed assigned to the Board of Managers until such time as the judgment is vacated.

(c) If an eviction order is entered, the Board of Managers may obtain from the clerk of the court an informational certificate notifying any tenants not parties to the proceeding of the assignment of the unit owner's interest in the lease arrangement to the Board of Managers as a result of the entry of the eviction order and stating that any rent hereinafter due the unit owner or his agent under the lease arrangement should be paid to the Board of Managers until further order of court. If

the tenant pays his rent to the association pursuant to the entry of such an eviction order, the unit owner may not sue said tenant for any such amounts the tenant pays the association. Upon service of the certificate on the tenant in the manner provided by Section 9-211 of this Code, the tenant shall be obligated to pay the rent under the lease arrangement to the Board of Managers as it becomes due. If the tenant thereafter fails and refuses to pay the rent, the Board of Managers may bring an eviction action after making a demand for rent in accordance with Section 9-209 of this Code.

(c-5) In an action against the unit owner and lessee to evict a lessee for failure of the lessor/owner of the condominium unit to comply with the leasing requirements prescribed by subsection (n) of Section 18 of the Condominium Property Act or by the declaration, bylaws, and rules and regulations of the condominium, or against a lessee for any other breach by the lessee of any covenants, rules, regulations, or bylaws of the condominium, the demand shall give the lessee at least 10 days to quit and vacate the unit. The notice shall be substantially in the following form:

"TO A.B. You are hereby notified that in consequence of (here insert lessor-owner name) failure to comply with the leasing requirements prescribed by Section 18(n) of the Condominium Property Act or by the declaration, bylaws, and rules and regulations of the condominium, or your default of any covenants, rules, regulations or bylaws of the condominium, in (here insert the character of the default) of the premises now occupied by you, being (here described the premises) the Board of Managers of (here describe the condominium) Association elects to terminate your lease, and you are hereby notified to quit and vacate same within 10 days of this date."

The demand shall be signed by the Board of Managers, its agent, or attorney and shall be served either personally upon the lessee with a copy to the unit owner or by sending the demand thereof by registered or certified mail with return receipt requested to the unit occupied by the lessee and to the last known address of the unit owner, and no other demand of termination of such tenancy shall be required. To be effective service under this Section, a demand sent by certified mail, return receipt requested, to the unit occupied by the lessee and to the last known address of the unit owner need not be received by the lessee or condominium unit owner.

(d) Nothing in this Section 9-104.2 is intended to confer upon a Board of Managers any greater authority with respect to possession of a unit after a judgment than was previously established by this Act.

**Section 9-104.3. Applicability of Article.** All common interest community associations electing pursuant to paragraph (8) of subsection (a) of Section 9-102 to have this Article made applicable to such association shall follow the same procedures and have the same rights and responsibilities as condominium associations under this Article.

**Section 9-105. Growing crops.** In case of forfeiture under contract of purchase, the purchaser shall be entitled to cultivate and gather the crops, if any, planted by him or her and grown or growing on the premises at the time of the filing of the action, and shall have the right to enter for the purpose of removing such crops, first paying or

tendering to the party entitled to the possession a reasonable compensation for such use of the land before removing such crops.

**Section 9-106. Pleadings and evidence.** On complaint by the party or parties entitled to the possession of such premises being filed in the circuit court for the county where such premises are situated, stating that such party is entitled to the possession of such premises (describing the same with reasonable certainty), and that the defendant (naming the defendant) unlawfully withholds the possession thereof from him, her or them, the clerk of the court shall issue a summons.

The defendant may under a general denial of the allegations of the complaint offer in evidence any matter in defense of the action. Except as otherwise provided in Section 9-120, no matters not germane to the distinctive purpose of the proceeding shall be introduced by joinder, counterclaim or otherwise. However, a claim for rent may be joined in the complaint, and judgment may be entered for the amount of rent found due.

**Section 9-106.1. Action for condominium assessments not barred or waived by acceptance of assessments for time periods not covered by demand.**

An action brought under paragraph (7) of subsection (a) of Section 9-102 of this Act is neither barred nor waived by the action of a Board of Managers in accepting payments from a unit owner for his or her proportionate share of the common expenses or of any other expenses lawfully agreed upon for any time period other than that covered by the demand.

**Section 9-106.2. Affirmative defense for violence; barring persons from property.**

(a) It shall be an affirmative defense to an action maintained under this Article IX if the court makes one of the following findings that the demand for possession is:

(1) based solely on the tenant's, lessee's, or household member's status as a victim of domestic violence or sexual violence as those terms are defined in Section 10 of the Safe Homes Act, stalking as that term is defined in the Criminal Code of 2012, or dating violence;

(2) based solely upon an incident of actual or threatened domestic violence, dating violence, stalking, or sexual violence against a tenant, lessee, or household member;

(3) based solely upon criminal activity directly relating to domestic violence, dating violence, stalking, or sexual violence engaged in by a member of a tenant's or lessee's household or any guest or other person under the tenant's, lessee's, or household member's control, and against the tenant, lessee, or household member; or

(4) based upon a demand for possession pursuant to subsection (f) where the tenant, lessee, or household member who was the victim of domestic violence, sexual violence, stalking, or dating violence did not knowingly consent to the barred person entering the premises or a valid court order permitted the barred person's entry onto the premises.

(b) When asserting the affirmative defense, at least one form of the following types of evidence shall be provided to support the affirmative defense: medical, court, or police records documenting the violence or a statement from an employee of a victim service organization or from a medical professional from whom the tenant, lessee, or household member has sought services.

(c) Nothing in subsection (a) shall prevent the landlord from seeking possession solely against a tenant, household member, or lessee of the premises who perpetrated the violence referred to in subsection (a).

(d) Nothing in subsection (a) shall prevent the landlord from seeking possession against the entire household, including the tenant, lessee, or household member who is a victim of domestic violence, dating violence, stalking, or sexual violence if the tenant, lessee, or household member's continued tenancy would pose an actual and imminent threat to other tenants, lessees, household members, the landlord or their agents at the property.

(e) Nothing in subsection (a) shall prevent the landlord from seeking possession against the tenant, lessee, or household member who is a victim of domestic violence, dating violence, stalking, or sexual violence if that tenant, lessee, or household member has committed the criminal activity on which the demand for possession is based.

(f) A landlord shall have the power to bar the presence of a person from the premises owned by the landlord who is not a tenant or lessee or who is not a member of the tenant's or lessee's household. A landlord bars a person from the premises by providing written notice to the tenant or lessee that the person is no longer allowed on the premises. That notice shall state that if the tenant invites the barred person onto any portion of the premises, then the landlord may treat this as a breach of the lease, whether or not this provision is contained in the lease. Subject to paragraph (4) of subsection (a), the landlord may evict the tenant.

(g) Further, a landlord may give notice to a person that the person is barred from the premises owned by the landlord. A person has received notice from the landlord within the meaning of this subsection if he has been notified personally, either orally or in writing including a valid court order as defined by subsection (7) of Section 112A-3 of the Code of Criminal Procedure of 1963 granting remedy (2) of subsection (b) of Section 112A-14 of that Code, or if a printed or written notice forbidding such entry has been conspicuously posted or exhibited at the main entrance to such land or the forbidden part thereof. Any person entering the landlord's premises after such notice has been given shall be guilty of criminal trespass to real property as set forth in Section 21-3 of the Criminal Code of 2012. After notice has been given, an invitation to the person to enter the premises shall be void if made by a tenant, lessee, or member of the tenant's or lessee's household and shall not constitute a valid invitation to come upon the premises or a defense to a criminal trespass to real property.

**Section 9-107. Constructive service.** If the plaintiff, his or her agent, or attorney files an eviction action, with or without joinder of a claim for rent in the complaint, and is unable to obtain personal service on the defendant or unknown occupant and a summons duly issued in such action is returned without service stating that service cannot be obtained, then the plaintiff, his or her agent or attorney may file an affidavit stating that the defendant or unknown occupant is not a resident of this

State, or has departed from this State, or on due inquiry cannot be found, or is concealed within this State so that process cannot be served upon him or her, and also stating the place of residence of the defendant or unknown occupant, if known, or if not known, that upon diligent inquiry the affiant has not been able to ascertain the defendant's or unknown occupant's place of residence, then in all such eviction cases whether or not a claim for rent is joined with the complaint for possession, the defendant or unknown occupant may be notified by posting and mailing of notices; or by publication and mailing, as provided for in Section 2-206 of this Act. However, in cases where the defendant or unknown occupant is notified by posting and mailing of notices or by publication and mailing, and the defendant or unknown occupant does not appear generally, the court may rule only on the portion of the complaint which seeks an eviction order, and the court shall not enter judgment as to any rent claim joined in the complaint or enter personal judgment for any amount owed by a unit owner for his or her proportionate share of the common expenses, however, an in rem judgment may be entered against the unit for the amount of common expenses due, any other expenses lawfully agreed upon or the amount of any unpaid fine, together with reasonable attorney fees, if any, and costs. The claim for rent may remain pending until such time as the defendant or unknown occupant appears generally or is served with summons, but the eviction order shall be final, enforceable and appealable if the court makes an express written finding that there is no just reason for delaying enforcement or appeal, as provided by Supreme Court rule of this State.

Such notice shall be in the name of the clerk of the court, be directed to the defendant or unknown occupant, shall state the nature of the cause against the defendant or unknown occupant and at whose instance issued and the time and place for trial, and shall also state that unless the defendant or unknown occupant appears at the time and place fixed for trial, judgment will be entered by default, and shall specify the character of the judgment that will be entered in such cause. The sheriff shall post 3 copies of the notice in 3 public places in the neighborhood of the court where the cause is to be tried, at least 10 days prior to the day set for the appearance, and, if the place of residence of the defendant or unknown occupant is stated in any affidavit on file, shall at the same time mail one copy of the notice addressed to such defendant or unknown occupant at such place of residence shown in such affidavit. On or before the day set for the appearance, the sheriff shall file the notice with an endorsement thereon stating the time when and places where the sheriff posted and to whom and at what address he or she mailed copies as required by this Section. For want of sufficient notice any cause may be continued from time to time until the court has jurisdiction of the defendant or unknown occupant.

**Section 9-107.5. Notice to unknown occupants.**

(a) Service of process upon an unknown occupant may be had by delivering a copy of the summons and complaint naming "unknown occupants" to the tenant or any unknown occupant or person of the age of 13 or upwards occupying the premises.

(b) If unknown occupants are not named in the initial summons and complaint and an eviction order in favor of the plaintiff is entered, but the order does not include unknown occupants and the sheriff determines when executing the eviction order that persons not included in the order are in possession of the premises, then the sheriff shall leave with a person of the age of 13 years or upwards

occupying the premises, a copy of the order, or if no one is present in the premises to accept the order or refuses to accept the order, then by posting a copy of the order on the premises. In addition to leaving a copy of the order or posting of the order, the sheriff shall also leave or post a notice addressed to "unknown occupants" that states unless any unknown occupants file a written petition with the clerk that sets forth the unknown occupant's legal claim for possession within 7 days of the date the notice is posted or left with any unknown occupant, the unknown occupants shall be evicted from the premises. If any unknown occupants file such a petition, a hearing on the merits of the unknown occupant's petition shall be held by the court within 7 days of the filing of the petition with the clerk. The unknown occupants shall have the burden of proof in establishing a legal right to continued possession.

(c) The plaintiff may obtain an eviction order only and not for rent as to any unknown occupants.

(d) Nothing in this Section may be construed so as to vest any rights to persons who are criminal trespassers, nor may this Section be construed in any way that interferes with the ability of law enforcement officials removing persons or property from the premises when there is a criminal trespass.

**Section 9-107.10. Military personnel in military service; eviction action.**

(a) In this Section:

"Military service" means any full-time training or duty, no matter how described under federal or State law, for which a service member is ordered to report by the President, Governor of a state, commonwealth, or territory of the United States, or other appropriate military authority.

"Service member" means a resident of Illinois who is a member of any component of the U.S. Armed Forces or the National Guard of any state, the District of Columbia, a commonwealth, or a territory of the United States.

(b) In a residential eviction action, including eviction of a tenant who is a resident of a mobile home park, who is a service member that has entered military service, or of any member of the tenant's family who resides with the tenant, if the tenant entered into the rental agreement on or after the effective date of this amendatory Act of the 94th General Assembly, the court may, on its own motion, and shall, upon motion made by or on behalf of the tenant, do either of the following if the tenant's ability to pay the agreed rent is materially affected by the tenant's military service:

(1) Stay the proceedings for a period of 90 days, unless, in the opinion of the court, justice and equity require a longer or shorter period of time.

(2) Adjust the obligation under the rental agreement to preserve the interest of all parties to it.

(c) In order to be eligible for the benefits granted to service members under this Section, a service member or a member of the service member's family who resides with the service member must provide the landlord or mobile home park operator with a copy of the orders calling the service member to military service in excess of 29 consecutive days and of any orders further extending the period of service.

(d) If a stay is granted under this Section, the court may grant the landlord or mobile home park operator such relief as equity may require.

(e) A violation of this Section constitutes a civil rights violation under the Illinois Human Rights Act. All proceeds from the collection of any civil penalty imposed pursuant to the Illinois Human Rights Act under this subsection shall be deposited into the Illinois Military Family Relief Fund.

**Section 9-108. Jury trial.** In any case relating to premises used for residence purposes, either party may demand trial by jury, notwithstanding any waiver of jury trial contained in any lease or contract.

**Section 9-109. Trial ex parte.** If the defendant does not appear, having been duly summoned as herein provided the trial may proceed ex parte, and may be tried by the court, without a jury.

**Section 9-109.5. Standard of Proof.** After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter an eviction order in favor of the plaintiff.

**Section 9-109.6. Residential Eviction Order; form.** A standardized residential eviction order form, as determined by the Supreme Court, shall be used statewide.

**Section 9-109.7. Stay of enforcement; drug related action.** An eviction order entered in an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to Section 11 of the Controlled Substance and Cannabis Nuisance Act, may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment, if one is entered.

**Section 9-110. Judgment for whole premises-Stay of enforcement.** If it appears on the trial that the plaintiff is entitled to the possession of the whole of the premises claimed, judgment for the possession thereof and for costs shall be entered in favor of the plaintiff. However, if the action is brought under Article IX of this Code and is based upon a breach of a contract entered into on or after July 1, 1962 for the purchase of such premises, the court, by order, may stay the enforcement of the judgment for a period not to exceed 60 days from the date of the judgment, or if the court finds that the amount unpaid on the contract is less than 75% of the original purchase price, then the court shall stay the enforcement of the judgment for a period of 180 days from the date of the judgment. The court may order a stay of less than 180 days (but in no event less than 60 days) if it is shown that the plaintiff, prior to the filing of the action under Article IX of this Act, granted the defendant previous extensions of time to pay the amounts due under the contract, or for other good cause shown. If during such period of stay the defendant pays the entire amount then due and payable under the terms of the contract other than such portion of the principal balance due under the contract as would not be due had no default occurred and costs and, if the contract provides therefor, reasonable attorney's fees as fixed by the court, and cures all other defaults then existing, the contract shall

remain in force the same as if no default had occurred. The relief granted to a defendant by this Section shall not be exhausted by a single use thereof but shall not be again available with respect to the same contract for a period of 5 years from the date of such judgment. Whenever defendant cures the default under the contract pursuant to this Section, the defendant may within the period of stay file a motion to vacate the judgment in the court in which the judgment was entered, and, if the court, upon the hearing of such motion, is satisfied that such default has been cured, such judgment shall be vacated. Unless defendant files such motion to vacate in the court or the judgment is otherwise stayed, enforcement of the judgment may proceed immediately upon the expiration of such period of stay and all rights of the defendant in and to the premises and in and to the real estate described in the contract are terminated.

Nothing herein contained shall be construed as affecting the right of a seller of such premises to any lawful remedy or relief other than that provided by Part 1 of Article IX of this Act.

**Section 9-111. Condominium property.**

(a) As property subject to the provisions of the "Condominium Property Act", approved June 20, 1963, as amended, when the action is based upon the failure of an owner of a unit therein to pay when due his or her proportionate share of the common expenses of the property, or of any other expenses lawfully agreed upon or the amount of any unpaid fine, and if the court finds that the expenses or fines are due to the plaintiff, the plaintiff shall be entitled to the possession of the whole of the premises claimed, and the court shall enter an eviction order in favor of the plaintiff and judgment for the amount found due by the court including interest and late charges, if any, together with reasonable attorney's fees, if any, and for the plaintiff's costs. The awarding of reasonable attorney's fees shall be pursuant to the standards set forth in subsection (b) of this Section 9-111. The court shall, by order, stay the enforcement of the eviction order for a period of not less than 60 days from the date of the judgment and may stay the enforcement of the order for a period not to exceed 180 days from such date. Any judgment for money or any rent assignment under subsection (b) of Section 9-104.2 is not subject to this stay. The eviction order is not subject to an exemption of homestead under Part 9 of Article XII of this Code. If at any time, either during or after the period of stay, the defendant pays such expenses found due by the court, and costs, and reasonable attorney's fees as fixed by the court, and the defendant is not in arrears on his or her share of the common expenses for the period subsequent to that covered by the order, the defendant may file a motion to vacate the order in the court in which the order was entered, and, if the court, upon the hearing of such motion, is satisfied that the default in payment of the proportionate share of expenses has been cured, and if the court finds that the premises are not presently let by the board of managers as provided in Section 9-111.1 of this Act, the order shall be vacated. If the premises are being let by the board of managers as provided in Section 9-111.1 of this Act, when any order is sought to be vacated, the court shall vacate the order effective concurrent with the expiration of the lease term. Unless defendant files such motion to vacate in the court or the order is otherwise stayed, enforcement of the order may proceed immediately upon the expiration of the period of stay and all rights of the defendant to possession of his or her unit shall cease and determine until the date that the order may thereafter be vacated in accordance with the foregoing provisions, and

notwithstanding payment of the amount of any money judgment if the unit owner or occupant is in arrears for the period after the date of entry of the order as provided in this Section. Nothing herein contained shall be construed as affecting the right of the board of managers, or its agents, to any lawful remedy or relief other than that provided by Part 1 of this Article.

This amendatory Act of the 92nd General Assembly is intended as a clarification of existing law and not as a new enactment.

(b) For purposes of determining reasonable attorney's fees under subsection (a), the court shall consider:

- (i) the time expended by the attorney;
- (ii) the reasonableness of the hourly rate for the work performed;
- (iii) the reasonableness of the amount of time expended for the work performed; and
- (iv) the amount in controversy and the nature of the action.

**Section 9-111.1. Lease to bona fide tenant.** Upon the entry of an eviction order in favor of a board of managers under the Condominium Property Act, as provided in Section 9-111 of this Act, and upon delivery of possession of the premises by the sheriff or other authorized official to the board of managers pursuant to execution upon the order, the board of managers shall have the right and authority, incidental to the right of possession of a unit under the order, but not the obligation, to lease the unit to a bona fide tenant (whether the tenant is in occupancy or not) pursuant to a written lease for a term which may commence at any time within 8 months after the month in which the date of expiration of the stay of the order occurs. The term may not exceed 13 months from the date of commencement of the lease. The court may, upon motion of the board of managers and with notice to the evicted unit owner, permit or extend a lease for one or more additional terms not to exceed 13 months per term. The board of managers shall first apply all rental income to assessments and other charges sued upon in the eviction action plus statutory interest on a monetary judgment, if any, attorneys' fees, and court costs incurred; and then to other expenses lawfully agreed upon (including late charges), any fines and reasonable expenses necessary to make the unit rentable, and lastly to assessments accrued thereafter until assessments are current. Any surplus shall be remitted to the unit owner. The court shall retain jurisdiction to determine the reasonableness of the expense of making the unit rentable.

**Section 9-112. Judgment for part of premises.** If it shall appear that the plaintiff is entitled to the possession of only a part of the premises claimed, the judgment shall be entered for that part only and for costs, and for the residue defendant shall be dismissed.

**Section 9-113. Joinder of several tenants.** Whenever there is one lease for the whole of certain premises, and the actual possession thereof, at the time of the filing of the action, is divided in severalty among persons with, or other than the lessee, in one or more portions or parcels, separately or severally held or occupied, all or so many of such persons, with the lessee, as the plaintiff may elect, may be joined as

defendants in one action, and the recovery against them, with costs, shall be several, according as their actual holdings are judicially determined.

**Section 9-114. Judgment against plaintiff.** If the plaintiff voluntarily dismisses the action, or fails to prove the plaintiff's right to the possession, judgment for costs shall be entered in favor of the defendant.

**Section 9-115. Dismissal as to part.** The plaintiff may at any time dismiss his or her action as to any one or more of the defendants, and the jury or court may find any one or more of the defendants liable, and the others not liable, and the court shall thereupon enter judgment according to such finding.

**Section 9-116. Pending appeal.** If the plaintiff appeals, then, during and notwithstanding the pendency of such appeal, the plaintiff is entitled to enforce, or accept from the defendant or from any person claiming under him or her, performance of all obligations imposed upon such defendant by the terms of any lease, contract, covenant or agreement under which the defendant claims the right to possession, or by law, as if such appeal has not been taken, without thereby affecting the appeal or the judgment appealed from, and without thereby creating or reinstating any tenancy or other relationship of the parties. However, if the result of the prosecution of such appeal and entry of final judgment is that the defendant was obligated to the plaintiff during the pendency thereof in a different form, manner or amount than that in which any payment or payments made under the provision of this Section was or were enforced or accepted, or in a different form, manner or amount than that adjudged in any judgment entered by any court in any other proceedings instituted by virtue of the provisions of this Section during the pendency of the appeal, such payment or payments shall be deemed to have been made to apply in the form, manner and amount resulting or arising from the prosecution of such appeal, on account of the defendant's obligation.

**Section 9-117. Expiration of Order.** No eviction order obtained in an action brought under this Article may be enforced more than 120 days after the order is entered, unless upon motion by the plaintiff the court grants an extension of the period of enforcement of the order. Plaintiff's notice of motion shall contain the following notice directed to the defendant:

"The plaintiff in this case, (insert name), obtained an eviction judgment against you on (insert date), but the sheriff did not evict you within the 120 days that the plaintiff has to evict after a judgment in court. On the date stated in this notice, the plaintiff will be asking the court to allow the sheriff to evict you based on that judgment. You must attend the court hearing if you want the court to stop the plaintiff from having you evicted. To prevent the eviction, you must be able to prove that (1) the plaintiff and you made an agreement after the judgment (for instance, to pay up back rent or to comply with the lease) and you have lived up to the agreement; or (2) the reason the plaintiff brought the original eviction case has been resolved or forgiven, and the eviction the plaintiff now wants the court to grant is based on a new or different reason; or (3) that you have another legal or equitable reason why the court should not grant the plaintiff's request for your eviction."

The court shall grant the motion for the extension of the eviction order unless the defendant establishes that the tenancy has been reinstated, that the breach

upon which the order was issued has been cured or waived, that the plaintiff and defendant entered into a post-judgment agreement whose terms the defendant has performed, or that other legal or equitable grounds exist that bar enforcement of the order. This Section does not apply to any action based upon a breach of a contract entered into on or after July 1, 1962, for the purchase of premises in which the court has entered a stay under Section 9-110; nor shall this Section apply to any action to which the provisions of Section 9-111 apply; nor shall this Section affect the rights of Boards of Managers under Section 9-104.2.

**Section 9-118. Emergency housing eviction proceedings.**

(a) As used in this Section:

"Cannabis" has the meaning ascribed to that term in the Cannabis Control Act.

"Narcotics" and "controlled substance" have the meanings ascribed to those terms in the Illinois Controlled Substances Act.

(b) This Section applies only if all of the following conditions are met:

(1) The complaint seeks possession of premises that are owned or managed by a housing authority established under the Housing Authorities Act or privately owned and managed.

(2) The verified complaint alleges that there is direct evidence of any of the following:

(a) unlawful possessing, serving, storing, manufacturing, cultivating, delivering, using, selling, giving away, or trafficking in cannabis, methamphetamine, narcotics, or controlled substances within or upon the premises by or with the knowledge and consent of, or in concert with the person or persons named in the complaint; or

(b) the possession, use, sale, or delivery of a firearm which is otherwise prohibited by State law within or upon the premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint; or

(c) murder, attempted murder, kidnapping, attempted kidnapping, arson, attempted arson, aggravated battery, criminal sexual assault, attempted criminal sexual assault, aggravated criminal sexual assault, predatory criminal sexual assault of a child, or criminal sexual abuse within or upon the premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint.

(3) Notice by verified complaint setting forth the relevant facts, and a demand for possession of the type specified in Section 9-104 is served on the tenant or occupant of the premises at least 14 days before a hearing on the complaint is held, and proof of service of the complaint is submitted by the plaintiff to the court.

(b-5) In all actions brought under this Section 9-118, no predicate notice of termination or demand for possession shall be required to initiate an eviction action.

(c) When a complaint has been filed under this Section, a hearing on the complaint shall be scheduled on any day after the expiration of 14 days following the filing of the complaint. The summons shall advise the defendant that a hearing on the complaint shall be held at the specified date and time, and that the defendant should be prepared to present any evidence on his or her behalf at that time.

If a plaintiff which is a public housing authority accepts rent from the defendant after an action is initiated under this Section, the acceptance of rent shall not be a cause for dismissal of the complaint.

(d) If the defendant does not appear at the hearing, an eviction order in favor of the plaintiff shall be entered by default. If the defendant appears, a trial shall be held immediately as is prescribed in other eviction proceedings. The matter shall not be continued beyond 7 days from the date set for the first hearing on the complaint except by agreement of both the plaintiff and the defendant. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter an eviction order in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(d-5) If cannabis, methamphetamine, narcotics, or controlled substances are found or used anywhere in the premises, there is a rebuttable presumption either (1) that the cannabis, methamphetamine, narcotics, or controlled substances were used or possessed by a tenant or occupant or (2) that a tenant or occupant permitted the premises to be used for that use or possession, and knew or should have reasonably known that the substance was used or possessed.

(e) An eviction order entered under this Section may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall give priority to service and execution of orders entered under this Section over other possession orders.

(f) This Section shall not be construed to prohibit the use or possession of cannabis, methamphetamine, narcotics, or a controlled substance that has been legally obtained in accordance with a valid prescription for the personal use of a lawful occupant of a dwelling unit.

**Section 9-119. Emergency subsidized housing eviction proceedings.**

(a) As used in this Section:

"FmHA" means the Farmers Home Administration or a local housing authority administering an FmHA program.

"HUD" means the United States Department of Housing and Urban Development, or the Federal Housing Administration or a local housing authority administering a HUD program.

"Section 8 contract" means a contract with HUD or FmHA which provides rent subsidies entered into pursuant to Section 8 of the United States Housing Act of 1937 or the Section 8 Existing Housing Program (24 C.F.R. Part 882).

"Subsidized housing" means:

- (1) any housing or unit of housing subject to a Section 8 contract;
- (2) any housing or unit of housing owned, operated, or managed by a housing authority established under the Housing Authorities Act; or
- (3) any housing or unit of housing financed by a loan or mortgage held by the Illinois Housing Development Authority, a local housing authority, or the federal Department of Housing and Urban Development ("HUD") that is:
  - (i) insured or held by HUD under Section 221(d)(3) of the National Housing Act and assisted under Section 101 of the Housing and Urban Development Act of 1965 or Section 8 of the United States Housing Act of 1937;
  - (ii) insured or held by HUD and bears interest at a rate determined under the proviso of Section 221(d)(3) of the National Housing Act;
  - (iii) insured, assisted, or held by HUD under Section 202 or 236 of the National Housing Act;
  - (iv) insured or held by HUD under Section 514 or 515 of the Housing Act of 1949;
  - (v) insured or held by HUD under the United States Housing Act of 1937; or
  - (vi) held by HUD and formerly insured under a program listed in subdivision (i), (ii), (iii), (iv), or (v).

(b) This Section applies only if all of the following conditions are met:

- (1) The verified complaint seeks possession of premises that are subsidized housing as defined under this Section.
- (2) The verified complaint alleges that there is direct evidence of refusal by the tenant to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises, provided that all of the following conditions have been met:
  - (a) on 2 separate occasions within a 30 day period the tenant, or another person on the premises with the consent of the tenant, refuses to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises;
  - (b) the landlord then sends written notice to the tenant stating that (i) the tenant, or a person on the premises with the consent of the tenant, failed twice within a 30 day period to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises and (ii) the tenant must allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises within the next 30 days or face emergency eviction proceedings under this Section;
  - (c) the tenant subsequently fails to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises within 30 days of receiving the notice from the landlord; and

(d) the tenant's written lease states that the occurrence of the events described in items (A), (B), and (C) may result in eviction.

(3) Notice, by verified complaint setting forth the relevant facts, and a demand for possession of the type specified in Section 9-104 is served on the tenant or occupant of the premises at least 14 days before a hearing on the complaint is held, and proof of service of the complaint is submitted by the plaintiff to the court.

(c) When a complaint has been filed under this Section, a hearing on the complaint shall be scheduled on any day after the expiration of 14 days following the filing of the complaint. The summons shall advise the defendant that a hearing on the complaint shall be held at the specified date and time, and that the defendant should be prepared to present any evidence on his or her behalf at that time.

(d) If the defendant does not appear at the hearing, an eviction order in favor of the plaintiff shall be entered by default. If the defendant appears, a trial shall be held immediately as is prescribed in other eviction proceedings. The matter shall not be continued beyond 7 days from the date set for the first hearing on the complaint except by agreement of both the plaintiff and the defendant. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter an eviction order in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(e) An eviction order entered under this Section may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall give priority to service and execution of orders entered under this Section over other possession orders.

**Section 9-120. Leased premises used in furtherance of a criminal offense; lease void at option of lessor or assignee.**

(a) If any lessee or occupant, on one or more occasions, uses or permits the use of leased premises for the commission of any act that would constitute a felony or a Class A misdemeanor under the laws of this State, the lease or rental agreement shall, at the option of the lessor or the lessor's assignee become void, and the owner or lessor shall be entitled to recover possession of the leased premises as against a tenant holding over after the expiration of his or her term. A written lease shall notify the lessee that if any lessee or occupant, on one or more occasions, uses or permits the use of the leased premises for the commission of a felony or Class A misdemeanor under the laws of this State, the lessor shall have the right to void the lease and recover the leased premises. Failure to include this language in a written lease or the use of an oral lease shall not waive or impair the rights of the lessor or lessor's assignee under this Section or the lease. This Section shall not be construed so as to diminish the rights of a lessor, if any, to terminate a lease for other reasons permitted under law or pursuant to the lease agreement.

(b) The owner or lessor may bring an eviction action, or, if the State's Attorney of the county in which the real property is located or the corporation counsel of the municipality in which the real property is located agrees, assign to that State's Attorney or corporation counsel the right to bring an eviction action on

behalf of the owner or lessor, against the lessee and all occupants of the leased premises. The assignment must be in writing on a form prepared by the State's Attorney of the county in which the real property is located or the corporation counsel of the municipality in which the real property is located, as applicable. If the owner or lessor assigns the right to bring an eviction action, the assignment shall be limited to those rights and duties up to and including delivery of the order of eviction to the sheriff for execution. The owner or lessor shall remain liable for the cost of the eviction whether or not the right to bring the eviction action has been assigned.

(c) A person does not forfeit any part of his or her security deposit due solely to an eviction under the provisions of this Section, except that a security deposit may be used to pay fees charged by the sheriff for carrying out an eviction.

(d) If a lessor or the lessor's assignee voids a lease or contract under the provisions of this Section and the tenant or occupant has not vacated the premises within 5 days after receipt of a written notice to vacate the premises, the lessor or lessor's assignee may seek relief under this Article IX. Notwithstanding Sections 9-112, 9-113, and 9-114 of this Code, judgment for costs against a plaintiff seeking possession of the premises under this Section shall not be awarded to the defendant unless the action was brought by the plaintiff in bad faith. An action to possess premises under this Section shall not be deemed to be in bad faith when the plaintiff based his or her cause of action on information provided to him or her by a law enforcement agency, the State's Attorney, or the municipality.

(e) After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter an eviction order in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(f) An eviction order entered in an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to this Section, may not be stayed for any period in excess of 7 days by the court unless all parties agree to a longer period. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment, if one is entered.

(g) Nothing in this Section shall limit the rights of an owner or lessor to bring an eviction action on the basis of other applicable law.

**Section 9-121. Sealing of court file.**

(a) Definition. As used in this Section, "court file" means the court file created when an eviction action is filed with the court.

(b) Discretionary sealing of court file. The court may order that a court file in an eviction action be placed under seal if the court finds that the plaintiff's action is sufficiently without a basis in fact or law, which may include a lack of jurisdiction, that placing the court file under seal is clearly in the interests of justice, and that those interests are not outweighed by the public's interest in knowing about the record.

(c) Mandatory sealing of court file. The court file relating to an eviction action brought against a tenant under Section 9-207.5 of this Code or as set forth in subdivision (h)(6) of Section 15-1701 of this Code shall be placed under seal.

## **PART 2. RECOVERY OF RENT; TERMINATION OF CERTAIN TENANCIES**

**Section 9-201. Recovery of rent.** The owner of lands, his or her executors or administrators, may sue for and recover rent therefor, or a fair and reasonable satisfaction for the use and occupation thereof, by a civil action in any of the following instances:

1. When rent is due and in arrears on a lease for life or lives.
2. When lands are held and occupied by any person without any special agreement for rent.
3. When possession is obtained under an agreement, written or verbal, for the purchase of the premises, and before a deed is given the right to possession is terminated by forfeiture or non-compliance with the agreement, and possession is wrongfully refused or neglected to be given upon demand, made in writing, by the party entitled thereto. All payments made by the vendee, or his or her representatives or assigns, may be set off against such rent.
4. When land has been sold upon a judgment of court, when the party to such judgment or person holding under him or her, wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession.
5. When the lands have been sold upon a mortgage or trust deed, and the mortgagor or grantor, or person holding under him or her, wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession.

**Section 9-202. Willfully holding over.** If any tenant or any person who is in or comes into possession of any lands, tenements or hereditaments, by, from or under, or by collusion with the tenant, willfully holds over any lands, tenements or hereditaments, after the expiration of his or her term or terms, and after demand made in writing, for the possession thereof, by his or her landlord, or the person to whom the remainder or reversion of such lands, tenements or hereditaments belongs, the person so holding over, shall, for the time the landlord or rightful owner is so kept out of possession, pay to the person so kept out of possession, or his or her legal representatives, at the rate of double the yearly value of the lands, tenements or hereditaments so detained to be recovered by a civil action.

**Section 9-203. Holding over after notice.** If any tenant gives notice of his or her intention to quit the premises which are held by him or her, at a time mentioned in such notice, at which time the tenant would have a right to quit by the lease, and does not accordingly deliver up possession thereof, such tenant shall pay to the landlord or lessor double the rent or sum which would otherwise be due, to be collected in the same manner as the rent otherwise due should have been collected.

**Section 9-204. Rent in arrears-Re-entry.** In all cases between landlord and tenant, where one-half year's rent is in arrears and unpaid, and the landlord or lessor to whom such rent is due has the right by law to re-enter for non-payment thereof, such landlord or lessor may, without any formal demand or re-entry, commence an action of ejectment for the recovery of the demised premises. In case judgment is entered in favor of the plaintiff in the action of ejectment before the rent in arrearage and costs of the action are paid, then the lease of the lands shall cease and be determined, unless the lessee shall by appeal reverse the judgment, or by petition filed within 6 months after the entry of such judgment, obtain relief from the same. However, any tenant may, at any time before final judgment on the ejectment, pay or tender to the landlord or lessor of the premises the amount of rent in arrears and costs of the action, whereupon the action of ejectment shall be dismissed.

**Section 9-205. Notice to terminate tenancy from year to year.** Except as provided in Section 9-206 and Section 9-207.5 of this Act, in all cases of tenancy from year to year, 60 days' notice, in writing, shall be sufficient to terminate the tenancy at the end of the year. The notice may be given at any time within 4 months preceding the last 60 days of the year.

**Section 9-206. Notice to terminate tenancy of farm land.** Subject to the provisions of Section 16 of the Landlord and Tenant Act, in order to terminate tenancies from year to year of farm lands, occupied on a crop share, livestock share, cash rent or other rental basis, the notice to quit shall be given in writing not less than 4 months prior to the end of the year of letting. Such notice may not be waived in a verbal lease. The notice to quit may be substantially in the following form:

To A.B.: You are hereby notified that I have elected to terminate your lease of the farm premises now occupied by you, being (here describe the premises) and you are hereby further notified to quit and deliver up possession of the same to me at the end of the lease year, the last day of such year being (here insert the last day of the lease year).

**Section 9-206.1. Life tenancy termination; farmland leases.**

(a) Tenancies from year to year of farmland occupied on a crop share, livestock share, cash rent, or other rental basis in which the lessor is the life tenant or the representative of the life tenant shall continue until the end of the current lease year in which the life tenant's interest terminates unless otherwise provided in writing by the lessor and the lessee.

(b) Whenever the life tenancy of the lessor terminates not more than 6 months before the end of the tenancy of the lessee but before the beginning of the next crop year, the lessee of the farmlands is entitled to reasonable costs incurred in field preparation for the next crop year, payable by the succeeding life tenant or remainderman.

As used in this Section "farmland" means any property used primarily for the growing and harvesting of crops; the feeding, breeding and management of livestock; dairying, or any other agricultural or horticultural use or combination thereof, including, but not limited to, hay, grain, fruit, truck or vegetable crops, floriculture, mushroom growing, plant or tree nurseries, orchards, forestry, sod farming and greenhouses; the keeping, raising and feeding of livestock or poultry,

including poultry, swine, sheep, beef cattle, ponies or horses; dairy farming; fur farming; beekeeping; or fish or wildlife farming.

**Section 9-207. Notice to terminate tenancy for less than a year.**

(a) Except as provided in Section 9-207.5 of this Code, in all cases of tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 7 days' notice, in writing, and may maintain an eviction or ejection.

(b) Except as provided in Section 9-207.5 of this Code, in all cases of tenancy for any term less than one year, other than tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 30 days' notice, in writing, and may maintain an action for eviction or ejection.

**Section 9-207.5 Termination of bona fide leases in residential real estate in foreclosure.**

(a) A mortgagee, receiver, holder of the certificate of sale, holder of the deed issued pursuant to that certificate, or, if no certificate or deed was issued, the purchaser at a judicial sale under Section 15-1507 of this Code, who assumes control of the residential real estate in foreclosure, as defined in Section 15-1225 of this Code, may terminate a bona fide lease, as defined in Section 15-1224 of this Code, only: (i) at the end of the term of the bona fide lease, by no less than 90 days' written notice or (ii) in the case of a bona fide lease that is for a month-to-month or week-to-week term, by no less than 90 days' written notice.

(b) Notwithstanding the provisions of subsection (a) of this Section, an individual who assumes control of residential real estate in foreclosure pursuant to a judicial sale and who will occupy a dwelling unit of the residential real estate in foreclosure as his or her primary residence may terminate the bona fide lease for the dwelling unit subject to the 90-day notice requirement of subsection (a) of this Section.

(c) Nothing in this Section or Section 15-1224 of this Code shall abrogate the rights of a mortgagee, receiver, holder of the certificate of sale, holder of the deed issued pursuant to that certificate, or, if no certificate or deed was issued, the purchaser at a judicial sale, who assumes control of the residential real estate in foreclosure to terminate a bona fide lease of a dwelling unit in residential real estate in foreclosure under Section 9-118, 9-119, 9-120, 9-201, 9-202, 9-203, 9-204, 9-209, or 9-210 of this Code.

**Section 9-208. Further demand.** Where a tenancy is terminated by notice, under either of the 2 preceding sections, no further demand is necessary before bringing an action under the statute in relation to eviction or ejection.

**Section 9-209. Demand for Rent- Eviction Action.** A landlord or his or agent may, any time after rent is due, demand payment thereof and notify the tenant, in writing, that unless payment is made within a time mentioned in such notice, not less than 5 days after service thereof, the lease will be terminated. If the tenant does not pay the

rent due within the time stated in the notice under this Section, the landlord may consider the lease ended and commence an eviction or ejection action without further notice or demand. A claim for rent may be joined in the complaint, including a request for the pro rata amount of rent due for any period that a judgment is stayed, and a judgment obtained for the amount of rent found due, in any action or proceeding brought, in an eviction action under this Section.

Notice made pursuant to this Section shall, as hereinafter stated, not be invalidated by payments of past due rent demanded in the notice, when the payments do not, at the end of the notice period, total the amount demanded in the notice. The landlord may, however, agree in writing to continue the lease in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state:

"Only FULL PAYMENT of the rent demanded in this notice will waive the landlord's right to terminate the lease under this notice, unless the landlord agrees in writing to continue the lease in exchange for receiving partial payment."

Collection by the landlord of past rent due after the filing of a suit for eviction or ejection pursuant to failure of the tenant to pay the rent demanded in the notice shall not invalidate the suit.

**Section 9-210. Notice to quit.** When default is made in any of the terms of a lease, it is not necessary to give more than 10 days' notice to quit, or of the termination of such tenancy, and the same may be terminated on giving such notice to quit at any time after such default in any of the terms of such lease. Such notice may be substantially in the following form:

"To A.B.: You are hereby notified that in consequence of your default in (here insert the character of the default) of the premises now occupied by you, being, etc., (here describe the premises) I have elected to terminate your lease, and you are hereby notified to quit and deliver up possession of the same to me within 10 days of this date (dated, etc.)."

The notice is to be signed by the lessor or his or her agent, and no other notice or demand of possession or termination of such tenancy is necessary.

**Section 9-211. Service of demand or notice.** Any demand may be made or notice served by delivering a written or printed, or partly written and printed, copy thereof to the tenant, or by leaving the same with some person of the age of 13 years or upwards, residing on or in possession of the premises; or by sending a copy of the notice to the tenant by certified or registered mail, with a returned receipt from the addressee; and in case no one is in the actual possession of the premises, then by posting the same on the premises.

**Section 9-212. Evidence of service.** When such demand is made or notice served by an officer authorized to serve process, the officer's return is prima facie evidence of the facts therein stated, and if such demand is made or notice served by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated.

**Section 9-213. Expiration of term.** When the tenancy is for a certain period, and the term expires by the terms of the lease, the tenant is then bound to surrender possession, and no notice to quit or demand of possession is necessary.

**Section 9-213.1. Duty of landlord to mitigate damages.** After January 1, 1984, a landlord or his or her agent shall take reasonable measures to mitigate the damages recoverable against a defaulting lessee.

**Section 9-214. Lease defined.** The term "lease," as used in Part 2 of Article IX of this Act, includes every letting, whether by verbal or written agreement.

**Section 9-215. Remedies available to grantee.** The grantees of any leased lands, tenements, rents or other hereditaments, or of the reversion thereof, the assignees of the lessor of any lease, and the heirs, legatees and personal representatives of the lessor, grantee or assignee, shall have the same remedies by action or otherwise, for the non-performance of any agreement in the lease, or for the recovery of any rent, or for the doing of any waste or other cause of forfeiture, as their grantor or lessor might have had if such reversion had remained in such lessor or grantor.

**Section 9-216. Remedies available to lessee.** The lessees of any lands, their assigns or personal representatives, shall have the same remedy, by action or otherwise, against the lessor, his or her grantees, assignees or his, her or their representatives, for the breach of any agreement in such lease, as such lessee might have had against his or her immediate lessor. This section shall have no application to the covenants against incumbrances, or relating to the title or possession of the premises demised.

**Section 9-217. Rent recoverable by representative, from subtenant.** When a tenant for life demises any lands and dies on or after the day when any rent becomes due and payable, his or her executor or administrator may recover from the subtenant the whole rent due, but if such tenant for life dies, before the day when any rent is to become due, his or her executor or administrator may recover the proportion of rent which accrued before his or her death, and the remainder man shall recover for the residue.

**Section 9-218. Rent payments at business office.**

(a) If the lessor, or agent of the lessor, of residential real property, containing 100 or more residential units in either a single building or a complex of buildings, maintains a business office on the premises of the building or complex that has regularly scheduled office hours, then the lessor, or agent of the lessor, must accept rent payments from a lessee of any of those residential units at that business office during the regularly scheduled office hours and the lessor may not impose any penalty, fee, or charge for making rent payments in this manner that are otherwise considered timely under the lease, but the landlord may refuse to accept payment by cash when rent payments are made in this manner.

(b) This Section applies to each lease and other rental agreement in effect on the effective date of this amendatory Act of the 94th General Assembly unless there is specific language in that lease or other rental agreement that conflicts with the provisions of this Section. If any provision of a lease or other rental agreement entered into, extended, or renewed on or after the effective date of this amendatory

Act of the 94th General Assembly conflicts with the provisions of this Section, then that provision of the lease or other rental agreement is void and unenforceable.

### **PART 3. DISTRESS FOR RENT**

**Section 9-301. Property subject to distraint.** In all cases of distress for rent, the landlord, by himself or herself, his or her agent or attorney, may seize for rent any personal property of his or her tenant that may be found in the county where such tenant resides, and in no case shall the property of any other person, although the same may be found on the premises, be liable to seizure for rent due from such tenant.

**Section 9-302. Filing of distress warrant with inventory.** The person making such distress shall immediately file with the clerk of the circuit court a copy of the distress warrant, together with an inventory of the property levied upon.

**Section 9-303. Summons and return.** Upon the filing of such copy of distress warrant and inventory, the clerk shall issue a summons against the party against whom the distress warrant has been issued, returnable as summons in other civil cases.

**Section 9-304. Notice to non-residents.** When it appears, by affidavit filed in the court where such proceeding is pending, that the defendant is a nonresident or has departed from this state, or on due inquiry cannot be found, or is concealed within this state, and the affiant states the place of residence of the defendant, if known, and if not known, that upon diligent inquiry he or she has not been able to ascertain the same, notice may be given as in attachment cases.

**Section 9-305. Proceedings-Pleading.** The action shall thereafter proceed in the same manner as in case of attachment before the court. It shall not be necessary for the plaintiff in any case to file a complaint, but the distress warrant shall stand as a complaint and shall be amendable, as complaints in other civil cases, but no such amendment shall in any way affect any liabilities that have accrued in the execution of such warrant.

**Section 9-306. Counterclaim-Defenses.** The defendant may file a counterclaim as in other civil actions or other defense which would have been proper if the action had been for the rent, and with like effect.

**Section 9-307. Judgment for plaintiff.** If the plaintiff recovers, judgment shall be entered in favor of plaintiff, for the amount which the court finds to be due the plaintiff.

**Section 9-308. Effect of judgment against defendant.** After the defendant is served with process or appears in the action, the judgment shall have the same force and effect as if served by summons, and the judgment may be enforced, not only against the property distrained, but also against the other property of the defendant. But the property distrained, if the same has not been replevied or released from seizure, shall be first sold.

**Section 9-309. Judgment by default.** When publication of notice, as provided by law, but the defendant is not served with process and does not appear, judgment by default may be entered, and the plaintiff may recover the amount due him or her for rent at the time of issuing the distress warrant, and enforcement may be had against the property distrained, but no enforcement may be had against any other property of the defendant.

**Section 9-310. Judgment in favor of defendant-Counterclaim.** If the judgment is in favor of the defendant, the defendant shall recover costs and judgment shall be entered for the return to the defendant of the property distrained, unless the same has been replevied or released from such distress. If a counterclaim is interposed, and it is determined by the court that a balance is due from the plaintiff to the defendant, judgment shall be entered in favor of the defendant.

**Section 9-311. Bond for release of property.** When any distress warrant is levied, the person whose property is distrained, may release the same by entering into bond in double the amount of the rent claimed, payable to the landlord, with sufficient sureties, to be approved by the person making the levy, if the bond is tendered before the filing of a copy of the warrant, as provided in Part 3 of Article IX of this Act, or if after, by the clerk of the court in which the action is pending, conditioned to pay whatever judgment the landlord may recover in the action, with costs of the action. If the bond is taken before the filing of a copy of the distress warrant, such bond shall be filed therewith, and if taken after the filing of a copy of the distress warrant, it shall be filed in the office of the clerk of the court where the action is pending.

**Section 9-312. Perishable property.** If any property distrained is of a perishable nature and in danger of immediate waste or decay, and is not replevied or bonded, the landlord or his or her agent or attorney may, upon giving notice to the defendant or his or her attorney, or if neither can be found, without any notice, apply to the court in which the action is pending describing the property, and showing that it is so in danger, and if the court is satisfied that the property is of a perishable nature and in danger of immediate waste or decay, and if the defendant or his or her attorney is not served with notice, or does not appear, that neither the defendant nor the attorney can be found, the court may enter an order to the person having possession of the property, directing the sale thereof upon such time and notice, terms and conditions as the court shall deem for the best interests of the parties concerned. The money resulting from such sale shall be deposited with the clerk of the court in which the action is pending, there to abide the event of the action.

**Section 9-313. Limitation.** The right of the landlord to distrain the personal goods of the tenant, shall continue for the period of 6 months after the expiration of the term for which the premises were demised or the tenancy is terminated.

**Section 9-314. Distress for products and labor.** When the rent is payable wholly or in part in specific articles of property or products of the premises, or labor, the landlord may distrain for the value of such articles, products or labor.

**Section 9-315. Exemption.** The same articles of personal property which are, by law, exempt from the enforcement of a judgment thereon, except the crops grown or growing upon the demised premises, shall also be exempt from distress for rent.

**Section 9-316. Lien upon crops.** Every landlord shall have a lien upon the crops grown or growing upon the demised premises for the rent thereof, whether the same is payable wholly or in part in money or specific articles of property or products of the premises, or labor, and also for the faithful performance of the terms of the lease. Such lien shall continue for the period of 6 months after the expiration of the term for which the premises are demised, and may be enforced by distraint as provided in Part 3 of Article IX of this Act.

A good faith purchaser shall, however, take such crops free of any landlord's lien unless, within 6 months prior to the purchase, the landlord provides written notice of his lien to the purchaser by registered or certified mail. Such notice shall contain the names and addresses of the landlord and tenant, and clearly identify the leased property.

A landlord may require that, prior to his tenant's selling any crops grown on the demised premises, the tenant disclose the name of the person to whom the tenant intends to sell those crops. Where such a requirement has been imposed, the tenant shall not sell the crops to any person other than a person who has been disclosed to the landlord as a potential buyer of the crops.

A lien arising under this Section shall have priority over any agricultural lien as defined in, and over any security interest arising under, provisions of Article 9 of the Uniform Commercial Code.

**Section 9-316.1. Tenant's duty to disclose to landlord identity of vendee of crops.**

(a) Where, pursuant to Section 9-316, a landlord has required that, before the tenant sells crops grown on the demised premises, the tenant disclose to the landlord the persons to whom the tenant intends to sell such crops, it is unlawful for the tenant to sell the crops to a person other than a person so disclosed to the landlord.

(b) An individual who knowingly violates this Section is guilty of a Class A misdemeanor.

(c) A corporation convicted of a violation of this Section is guilty of a business offense and shall be fined not less than \$2000 nor more than \$10,000.

(d) In the event the tenant is a corporation or a partnership, any officer, director, manager or managerial agent of the tenant who violates this Section or causes the tenant to violate this Section is guilty of a Class A misdemeanor.

(e) It is an affirmative defense to a prosecution for the violation of this Section that the tenant has paid to the landlord the proceeds from the sale of the crops within 10 days after such sale.

**Section 9-317. Landlord's right against sublessee.** In all cases when the leased premises are sublet, or the lease is assigned, the landlord shall have the same right to enforce his or her lien against the sublessee or assignee, that the landlord has against the tenant to whom the premises were leased.

**Section 9-318. Abandonment of premises.** When a tenant abandons or removes from the premises or any part thereof, the landlord or his or her agent or attorney may seize upon any grain or other crops grown or growing upon the premises or part thereof so abandoned, whether the rent is due or not. If such grain or other crops or any part thereof is not fully grown or matured, the landlord or his or her agent or attorney shall cause the same to be properly cultivated and harvested or gathered, and may sell and dispose of the same, and apply the proceeds, so far as may be necessary, to compensate for his or her labor and expenses, and to pay the rent. The tenant may, at any time before the sale of the property so seized, redeem the same by tendering the rent due and the reasonable compensation and expenses of the cultivation and harvesting or gathering the same, or the tenant may replevy the property seized.

**Section 9-319. Removal of fixture.** Subject to the right of the landlord to distrain for rent, a tenant has the right to remove from the leased premises all removable fixtures erected thereon by him or her during the term of the lease, or of any renewal thereof, or of any successive leasing of the premises while the tenant remains in possession in the character of a tenant.

**Section 9-320. Notice by nonresident owner.** (a) An owner of residential real property containing more than 4 living units, who does not reside or maintain an office therein and does not employ a manager or agent who resides or maintains an office therein, shall:

(1) post or cause to be posted on such residential real property adjacent to the mailboxes or within the interior of such residential real property in a location visible to all the residents, a notice of not less than 20 square inches in size bearing:

(i) the name, address and telephone number of the person responsible for managing the building; and

(ii) the name, address and telephone number of the company or companies insuring such residential real property against loss or damage by fire or explosion or if the residential real property is not insured, that shall be stated in the notice; and

(2) within 24 hours from the time such owner is notified that any company or companies insuring such residential real property against loss or damage by fire or explosion has cancelled such insurance, post or cause to be posted in the manner provided in subparagraph (1) notice of such cancellation.

(b) In lieu of the requirement for posting the notices prescribed in subsection (a) of this Section and the owner's managing agent may include such notice in a written rental or lease agreement or may give such notice by first class mail addressed to the lessee or renter.

(c) Failure to give any notice required by this Section is a petty offense and shall subject the owner to pay a fine of not more than \$100 per day of violation.

**Section 9-321. Distress before rent due.** If any tenant shall, without the consent of his or her landlord, sell and remove, or permit to be removed, or be about to sell and remove, or permit to be removed, from the demised premises, such part or portion of

the crops raised thereon, as shall endanger the lien of the landlord upon such crops for the rent agreed to be paid, it is lawful for the landlord to institute proceedings by distress before the rent is due, as is now provided by law, in case of the removal of the tenant from the demised premises; and thereafter the proceedings shall be conducted in the same manner as is now provided by law in ordinary cases of distress, where the rent is due and unpaid.

**ILLINOIS SECURITY DEPOSIT RETURN ACT**  
**(765 ILCS 710/, *et seq.*)**

# ILLINOIS SECURITY DEPOSIT RETURN ACT

## INTRODUCTION

Amended in 2011, this statute is intended to protect tenants whose landlord has gone into foreclosure by requiring the landlord to turn over all security deposits to the purchaser of the property at the foreclosure sale. That purchaser, in turn, is required to post notice of receipt of the deposits on each tenant's door. The law, as well as its application and enforcement, is not without holes, however, and whether or not you are in compliance may require additional legal advice.

**FULL TEXT** (as of January 1, 2018)

**Section 0.01. Short title.** This Act may be cited as the Security Deposit Return Act.

### **Section 1. Statement of Damage. A**

(a) Except as provided in subsection (b), a lessor of residential real property, containing 5 or more units, who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the leased premises may not withhold any part of that deposit as reimbursement for property damage unless the lessor has, within 30 days of the date that the lessee vacated the leased premises, furnished to the lessee, by personal delivery, by postmarked mail directed to his or her last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the leased premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If the lessor utilizes his or her own labor to repair or replace any damage or damaged items caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair or replace such damage or damaged items. If estimated cost is given, the lessor shall furnish to the lessee, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee, paid receipts, or copies thereof, within 30 days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section. If a written lease specifies the cost for cleaning, repair, or replacement of any component of the leased premises or any component of the building or common areas that, if damaged, will not be replaced, the lessor may withhold the dollar amount specified in the lease. The itemized statement shall reference the dollar amount specified in the written lease associated with the specific building component or amenity and include a copy of the applicable portion of the lease. Deductions for costs or values not specified in the lease shall otherwise comply with the requirements of this Section. If no such statement and receipts, or copies thereof, are furnished to the lessee as required by this Section, the lessor shall return the security deposit in full within 45 days of the date that the lessee vacated the premises, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee. If the lessee fails to provide the lessor with a mailing address or electronic mail address, the lessor shall not be held liable for any damages or penalties as a result of the lessee's failure to provide an address.

(b) If, through no fault of the lessor, the lessor is unable to produce as required in subsection (a) receipts for repairs or replacements, or copies thereof, then the lessor shall produce an itemized list of the cost of repair or replacement, any other evidence the lessor has of the cost, and a verified statement of the lessor or the agent of the lessor detailing the specific reasons why the lessor is unable to produce the required receipts or copies and verifying that the lessor has provided all other evidence the lessor has of the cost.

(c) Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits provided, the lessor shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees.

**Section 1.1.** In the event of a sale, lease, transfer or other direct or indirect disposition of residential real property, other than to the holder of a lien interest in such property, by a lessor who has received a security deposit or prepaid rent from a lessee, the transferee of such property shall be liable to that lessee for any security deposit, including statutory interest, or prepaid rent which the lessee has paid to the transferor. Transferor shall remain jointly and severally liable with the transferee to the lessee for such security deposit or prepaid rent.

**Section 1.2. Security deposit transfer.** Notwithstanding Section 1.1, when a lessor transfers actual possession of a security deposit received from a lessee, including any statutory interest that has not been paid to a lessee, to a holder of the certificate of sale or deed issued pursuant to that certificate or, if no certificate or deed was issued, the purchaser of a foreclosed property under Article XV of the Code of Civil Procedure, the holder or purchaser shall be liable to a lessee for the transferred security deposit, including any statutory interest that has not been paid to the lessee, as provided in this Act. Within 21 days after the transfer of the security deposits and receipt of the name and address of any lessee who paid a deposit, the holder or purchaser shall post a written notice on the primary entrance of each dwelling unit at the property with respect to which the holder or purchaser has acquired actual possession of a security deposit. The written notice shall state that the holder or purchaser has acquired the security deposit paid by the lessee in connection with the lessee's rental of that dwelling unit.

**Section 2.** This Act takes effect January 1, 1974 and applies to leases executed on or after that date.

**ILLINOIS SECURITY DEPOSIT INTEREST ACT**  
**(765 ILCS 715/, *et seq.*)**

# ILLINOIS SECURITY DEPOSIT INTEREST ACT

**FULL TEXT** (as of January 1, 2018)

**Section 0.01. Short title.** This Act may be cited as the Security Deposit Interest Act.

**Section 1.** A lessor of residential real property, containing 25 or more units in either a single building or a complex of buildings located on contiguous parcels of real property, who receives a security deposit from a lessee to secure the payment of rent or compensation for damage to property shall pay interest to the lessee computed from the date of the deposit at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in this State on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement on any deposit held by the lessor for more than 6 months.

**Section 2.** The lessor shall, within 30 days after the end of each 12 month rental period, pay to the lessee any interest that has accumulated to an amount of \$5 or more, by cash or credit to be applied to rent due, except when the lessee is in default under the terms of the lease. The lessor shall pay all interest that has accumulated and remains unpaid, regardless of the amount, upon termination of the tenancy.

A lessor who willfully fails or refuses to pay the interest required by this Act shall, upon a finding by a circuit court that he has willfully failed or refused to pay, be liable for an amount equal to the amount of the security deposit, together with court costs and reasonable attorney's fees.

**Section 3.** This Act does not apply to any deposit made with respect to public housing.

**ILLINOIS TENANT UTILITY PAYMENT  
DISCLOSURE ACT  
(765 ILCS 740/, *et seq.*)**

# ILLINOIS TENANT UTILITY PAYMENT DISCLOSURE ACT

**FULL TEXT** (as of January 1, 2018)

**Section 1. Short title.** This Act may be cited as the Tenant Utility Payment Disclosure Act.

**Section 5. Disclosure of utility payments included in rent.**

(a) No landlord may demand payment for master metered public utility services pursuant to a lease provision providing for tenant payment of a proportionate share of public utility service without the landlord first providing the tenant with a copy in writing either as part of the lease or another written agreement of the formula used by the landlord for allocating the public utility payments among the tenants. The total of payments under the formula for the building as a whole for a billing period may not exceed the sum demanded by the public utility. The formula shall include all those that use that public utility service and may reflect variations in apartment size or usage. The landlord shall also make available to the tenant upon request a copy of the public utility bill for any billing period for which payment is demanded. Nothing herein shall preclude a landlord from leasing property to a tenant, including the cost of utilities, for a rental which does not segregate or allocate the cost of the utilities.

(b) No condominium or common interest community association may demand payment for master metered public utility services from a unit owner of a proportionate share for public utility service without the condominium or common interest community association first providing the unit owner with a copy in writing of the formula used by the association for allocating the public utility payments among the unit owners. The total of payments under the formula for the association as a whole for the annual budgeted billing period may not exceed the sum demanded by the public utility, provided however, that the board of directors of the association may direct that any payments received by the association in excess of actual utility bills be applied to other budgeted items having a deficit, or be applied to the association's reserve fund, or be credited to the account of the unit owners for the following year's budget. The formula shall include all those that use that public utility service and may reflect, but is not limited to, percent interest, unit size, or usage. The condominium or common interest community association shall also make available to the unit owner upon request a copy of the public utility bill for any billing period for which payment is demanded. A condominium association shall have the right to establish and maintain a system of master metering of public utility services pursuant to Section 18.4 of the Condominium Property Act. A common interest community association shall have the right to establish and maintain a system of master metering of public utility services pursuant to Section 18.5 of the Condominium Property Act.

**ILLINOIS STATUTES PROTECTING TENANTS IN  
FORECLOSURE  
(735 ILCS 5/15-1224, 735 ILCS 5/15-1225)**

# ILLINOIS STATUTES PROTECTING TENANTS IN FORECLOSURE

## 735 ILCS 5/15

### Section 15-1224. Bona fide lease.

(a) For purposes of Sections 9-207.5, 15-1225, 15-1506, 15-1508, and 15-1701 of this Code only, the term "bona fide lease" means a lease of a dwelling unit in residential real estate in foreclosure for which:

(1) the mortgagor or the child, spouse, or parent of the mortgagor is not the tenant;

(2) the lease was the result of an arms-length transaction;

(3) the lease requires the receipt of rent that is not substantially less than fair market rent for the property or the rent is reduced or subsidized pursuant to a federal, State, or local subsidy; and

(4) either (i) the lease was entered into or renewed on or before the date of the filing of the lis pendens on the residential real estate in foreclosure pursuant to Section 2-1901 of this Code or (ii) the lease was entered into or renewed after the date of the filing of the lis pendens on the residential real estate in foreclosure and before the date of the judicial sale of the residential real estate in foreclosure, and the term of the lease is for one year or less.

(b) A written lease for a term exceeding one year that is entered into or renewed after the date of the filing of the lis pendens on the residential real estate in foreclosure pursuant to Section 2-1901 of this Code and before the date of the judicial sale of the residential real estate in foreclosure that otherwise meets the requirements of subsection (a) of this Section shall be deemed to be a bona fide lease for a term of one year.

(c) An oral lease entered into at any time before the date of the judicial sale of the residential real estate in foreclosure that otherwise meets the requirements of subsection (a) of this Section shall be deemed to be a bona fide lease for a month-to-month term, unless the lessee proves by a preponderance of evidence that the oral lease is for a longer term. In no event shall an oral lease be deemed to be a bona fide lease for a term of more than one year.

(d) A written or oral lease entered into on or after the date of the judicial sale of the residential real estate in foreclosure and before the date of the court order confirming the judicial sale that otherwise meets the requirements of subsection (a) of this Section shall be deemed to be a bona fide lease for a month-to-month term.

(e) Notwithstanding paragraph (1) of subsection (a) of this Section, a child, spouse, or parent of the mortgagor may prove by a preponderance of evidence that a

written or oral lease that otherwise meets the requirements of subsection (a) of this Section is a bona fide lease.

**Section 15-1225. Residential real estate in foreclosure.**

For purposes of Sections 9-207.5, 15-1224, 15-1506, 15-1508, and 15-1701 of this Code only, the term "residential real estate in foreclosure" means any real estate, except a single tract of agricultural real estate consisting of more than 40 acres, which is improved with a single family residence or residential condominium units or a multiple dwelling structure containing single family dwelling units for one or more families living independently of one another, for which an action to foreclose the real estate: (1) has commenced and is pending; (2) was pending when the bona fide lease was entered into or renewed; or (3) was commenced after the bona fide lease was entered into or renewed.

**ILLINOIS RENTAL PROPERTY UTILITY  
SERVICE ACT  
(765 ILCS 735/, *et seq.*)**

# ILLINOIS RENTAL PROPERTY UTILITY SERVICE ACT

**FULL TEXT** (as of January 1, 2018)

**Section 0.01. Short title.** This Act may be cited as the Rental Property Utility Service Act.

**Section 1. Utility payments; termination and restoration of service.** Whenever, pursuant to any agreement, either written or verbal, a landlord or his or her agent is required to pay for any water, gas or electrical service, the landlord shall pay for the services to ensure that the services are available to the tenant throughout the term of the lease and shall pay for the services in a timely manner so as not to cause an interruption of the services. If the landlord or his or her agent does not pay for such service, the tenant, or tenants in the event more than one tenant is served by a common system of water, gas or electrical service, including electrical service to common areas, which goes through a common meter in a single building, may either (i) terminate the lease; however, the termination of the lease under this Section does not absolve the landlord or tenant from any obligations that have arisen under the lease prior to its termination under this Section; or (ii) pay for such service if the nonpayment jeopardizes the continuation of the service to the tenant or tenants, as the case may be. The utility company shall not terminate service for such nonpayment until the utility company mails, delivers or posts a notice as specified in Section 3 to all tenants of buildings with 3 or more residential apartments. Upon receipt of such payment of the past due cost of such water, gas or electrical service owed by the landlord, the provider of such service shall immediately restore service to such tenant or tenants. In the alternative, the provider of such service shall immediately restore and continue such service to any tenant who (a) requests that the utility put the bill in his or her name; (b) establishes satisfactory credit references or provides for and pays a security deposit pursuant to the rules and regulations of the Illinois Commerce Commission applicable to applicants for new utility service; and (c) agrees to pay future bills. Any sums the tenant or tenants, as the case may be, pay for water, gas or electrical service that the landlord or his or her agent was required to pay may be deducted from the rent due by the tenant or tenants, and the total rent is diminished by the amount the tenant or tenants, as the case may be, have paid for the continuation of the water, gas or electrical service.

**Section 1.1. Definitions.** As used in this Act:

"Agreement" includes leases, oral agreements, and any other understandings or contracts reached between a landlord and a tenant.

"Individually metered utilities" means that the utility service to one or more rental dwelling units in a building is registered by an individual meter for each dwelling unit.

"Master metered utilities" means that the utility service to a building with one or more rental dwelling units is registered by a single meter for the building.

"Landlord" includes the owner of a building, the owner's agent, and the lessor of a building.

"Tenant" includes occupants of a building or mobile home, whether under a lease or periodic tenancy.

"Utility company" includes all suppliers of utility service, including municipalities.

"Utility service" includes electric, gas, water, or sanitary utility service rendered by a utility company to a tenant at a specific location.

**Section 1.2. Certain tenant-paid utility payment arrangements prohibited; Notice of change in payment arrangement.**

(a) No landlord shall rent or cause to be rented any unit in which the tenant is responsible by agreement, implication, or otherwise for direct payment for utility service to the utility company and in which the utility company billing for that service includes any service to common areas of the building or other units or areas used or occupied by persons other than the individual tenant and those occupying the unit with the tenant on the utility account, unless, before offering an initial lease or a renewal lease, accepting a security deposit, or otherwise entering into an agreement with the prospective tenant to let the premises:

(1) The landlord provides the prospective tenant with a written statement setting forth the specific areas of the building and any appurtenances that are served by the meter that will be in the tenant's name and the nature of the utility uses of those areas, including any that have not been reflected in past utility company billings but that may arise (such as the rental of a neighboring unit that has been vacant, the installation of washers and driers in the basement, or the use of the garage for mechanics);

(2) The landlord provides the prospective tenant with copies of the utility bills for the unit for the previous 12 months, unless waived by the tenant in writing;

(3) The landlord neither suggests nor requires the tenant to collect any money for utility bills from neighboring tenants whose utility usage will be reflected in the prospective tenant's utility company billings; and

(4) The landlord sets forth in writing the amount of the proposed rent reduction, if any, that is offered to compensate for the tenant's payments for utility usage outside of the tenant's unit.

(b) No landlord shall request or cause to be effected a change (i) from landlord-paid master metered utilities to tenant-paid individually metered utilities or (ii) from landlord-paid to tenant-paid utilities, regardless of the metering arrangement, during the term of a lease. The landlord shall provide a minimum of 30 days notice to each affected tenant before effecting such a change in service; for tenants under a lease, the notice shall be provided to the tenants no less than 30 days before the expiration of the lease term. This subsection does not prohibit the

landlord and tenant from agreeing to amend the lease to effect such a change; the amendment must be in writing and subscribed by both parties.

(c) Any term or condition in a rental agreement between the landlord and the tenant that is inconsistent with this Section is void and unenforceable.

(d) Nothing in this Section affects the relationship between a utility company and its customers.

**Section 1.3. Tenant remedies and burdens of proof.**

(a) A residential tenant shall be entitled to recover damages from the landlord for the utility bills rendered in the tenant's name as a result of the landlord's violation of this Act and which the landlord has not paid to the utility company. The tenant shall have the burden of establishing that the tenant was billed for utility service as a result of the landlord's violation of this Act. Upon proof by the tenant that the tenant was billed an amount for service not attributable to the unit or premises occupied by the tenant, the landlord shall be liable to the tenant for 100% of those utility bills. However, this sum shall be reduced by whatever percentage of use that the court finds that the landlord has established to have been attributable to the unit or premises the tenant occupied during the period that the violation continued. The tenant may recover these damages by an action at law or by a counterclaim in any action brought by the landlord against the tenant. The court may treble the damage award when the court finds that the landlord's violation of this Act was knowing or intentional. The tenant may also recover costs and fees, including attorney's fees, if the amount awarded by the court for utility service is in excess of \$3,000. The remedies contained in this Act do not limit or supersede any remedies the tenant may have under a lease, contract, or the laws, including the common law, of this State.

(b) This Section shall be prospective in application; the remedies shall not attach to any violation that occurred before July 1, 1992.

(c) Nothing in this Section affects the relationship between a utility company and its customers.

**Section 1.4. Prohibition on termination of utility service by landlord.** No landlord shall cause or request utility service to tenants to be interrupted, discontinued, or terminated in an occupied building (i) by nonpayment of utility bills for which the landlord has assumed responsibility by agreement or by implication (such as where the utilities are master metered) or (ii) by tampering with equipment or lines. This Section does not prohibit temporary utility shutoffs in cases of emergencies such as gas leaks or fire or, upon 7 days written notice to each affected tenant, temporary shutoffs required for building repairs or rehabilitation.

**Section. 2. Receivership; utility service termination.**

(a) Tenants, upon receiving notice of utility service termination pursuant to Section 1, and utility companies may petition the circuit court, or any court having jurisdiction, for appointment of a receiver of rents due for use and occupancy of the building. No one building may be the subject of more than 2 such petitions in any

consecutive 12 month period. The petition shall be served upon the landlord at his or her last known address and upon the utility company which has rendered notice of termination of utility service, except when the utility company is the petitioner. Upon a finding that the tenants' utility service is subject to termination or has been terminated as a result of an amount due and owing by the landlord to the utility company, the court shall appoint a receiver who shall be authorized to collect rents due from the tenants for use and occupancy of the building. The court shall also design a payment plan through which the receiver shall be required to remit to the utility company such portion of the funds as are necessary for payment of current utility bills incurred during the term of the receivership, including any security deposit requested by the utility in accordance with the rules and regulations of the Illinois Commerce Commission. The receiver shall remit the remainder of the collected rents as the court shall direct, taking into consideration the ordinary and necessary expenses of the property including, but not limited to, repair, maintenance, other utility bills, property taxes, arrearages which were the subject of the petition, and any capital expenditures deemed necessary by the court. The landlord or his or her agent shall be liable for arrearages due to the utility company which the court in its payment plan determines cannot feasibly be remitted by the receiver from the collected rents within 12 months.

(b) Within 10 days of the appointment of the receiver, during which time the utility company shall not discontinue service to the building for reason of nonpayment, such receiver shall make a determination as to whether or not the rents due for the use and occupancy of the building can reasonably be expected to be sufficient to pay current bills and to pay any security deposit which may be requested by the utility. Upon a determination by the court that the rents due for the use and occupancy of the building cannot reasonably be expected to be sufficient to pay current bills and to pay any security deposit which may be requested by the utility, such receivership shall be terminated.

(c) In the event that a petition for receivership is filed after utility service has been terminated, service shall be restored as soon as the utility company receives notice that a receiver has been appointed. The receiver shall make all reasonable efforts to provide to the utility access to the building at all times.

(d) Any receivership established pursuant to this Section shall be terminated by the court upon its finding that the arrearage which was the subject of the petition has been satisfied or upon its finding that the income from the building has become insufficient to pay current utility bills and retire the arrearages as ordered by the court and shows no reasonable likelihood of becoming sufficient.

### **Section 2.1. Tenant damages.**

(a) A landlord's violation of Section 1.4 entitles the residential tenant to damages from the landlord in the amount of a 100% abatement of the rental obligation for each month, and prorated for each part of a month, that the utility service was terminated and to consequential damages. The tenant has a duty to mitigate damages.

(b) When utility service is terminated as a result of the landlord's violation of Section 1.4 under circumstances demonstrating the landlord's deliberate or reckless

indifference or wilful disregard for the rights of the tenants, or bad faith, the court may additionally award each affected residential tenant in the building statutory damages up to \$300 each or the sum of \$5,000 divided by the number of affected tenants, whichever is less.

**Section 2.2. Recovery of damages; costs and fees.** In the case of a petition filed on or after July 1, 1992, where termination of utility service is averted as a result of action taken by the utility company or tenant or tenants under Section 2, the petitioner is entitled to recover its costs (including court costs), fees (including attorney's fees), and expenses incurred in connection with bringing the receivership proceeding. The costs, fees, and expenses, and damages recoverable under Section 2.1, may be awarded by the court in the receivership proceeding. The sum awarded by the court to the utility company shall be paid by the receiver to the utility company out of the rents paid to the receiver.

**Section 3. Notice of utility service termination.** The utility company shall notify all tenants of buildings with 3 or more residential apartments of the proposed termination of utility service. This notice shall contain the following information: (1) the specific date, no sooner than 10 days after the notice is rendered, that utility service is subject to termination; (2) a statement of the tenants' statutory right either (A) to pay the utility company the amount due and owing by the landlord and to deduct the amount paid to the utility company from the rent due on the rental agreement or (B) to petition the court for appointment of a receiver to collect the rents due for use and occupancy of the building and remit a portion to the utility company for payment of utility bills; (3) the dollar amount of the utility bills due and owing on the date such notice is given and the average monthly utility bill; and (4) the name and telephone number of any legal services agency within the utility company's service area where the tenants may obtain free legal assistance. Any notice provided to tenants of a building under this Act shall be of a conspicuous size, on red paper, and in at least 14 point bold face type, except that the words "notice of (utility service) termination" shall be in 36 point bold face type if the notice is posted, and shall state:

It is unlawful for the landlord or his or her agent to alter, deface, tamper with, or remove this notice. A landlord or his or her agent who violates this provision is guilty of a Class C misdemeanor.

**Section 4.** The lessor, landlord or his agent shall not increase rent paid by the lessees or tenants of the building in order to collect all or part of the amount lawfully deducted for utility service pursuant to this Act.

**Section 5.** Nothing in this Act shall be construed to prevent a utility company from pursuing any other action or remedy that it may have against the lessor, landlord or his agent for any amounts due and owing to the utility company and nothing in this Act shall be construed to prevent a utility company from acting in the interest of public safety.

**CHICAGO RESIDENTIAL  
LANDLORD AND TENANT ORDINANCE**

**Municipal Code of Chicago – Title 5, Chapter 12  
Residential Landlords and Tenants**

# CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE

## Municipal Code of Chicago – Title 5, Chapter 12 Residential Landlords and Tenants

### INTRODUCTION

The Chicago Residential Landlord Tenant Ordinance plays an important role in Chicago rental properties and applies to most Chicago landlords. This ordinance grants tenants formidable rights and failure to comply with its provisions results in harsh penalties against landlords.

**FULL TEXT** (as of January 1, 2018)

**5-12-010 Title, Purpose And Scope.** This chapter shall be known and may be cited as the “Residential Landlord and Tenant Ordinance”, and shall be liberally construed and applied to promote its purposes and policies.

It is the purpose of this chapter and the policy of the city, in order to protect and promote the public health, safety and welfare of its citizens, to establish the rights and obligations of the landlord and the tenant in the rental of dwelling units, and to encourage the landlord and the tenant to maintain and improve the quality of housing.

This chapter applies to, regulates and determines rights, obligations and remedies under every rental agreement for a dwelling unit located within the City of Chicago, regardless of where the agreement is made, subject only to the limitations contained in Section 5-12-020. This chapter applies specifically to rental agreements for dwelling units operated under subsidy programs of agencies of the United States and/or the State of Illinois, including specifically, programs operated or subsidized by the Chicago Housing Authority and/or the Illinois Housing Development Authority to the extent that this chapter is not in direct conflict with statutory or regulatory provisions governing such programs.

**5-12-020 Exclusions.** Rental of the following dwelling units shall not be governed by this chapter, unless the rental agreement thereof is created to avoid the application of this chapter:

(a) Dwelling units in owner-occupied buildings containing six units or less; provided, however, that the provisions of Section 5-12-160 shall apply to every rented dwelling unit in such buildings within the City of Chicago;

(b) Dwelling units in hotels, motels, inns, bed-and-breakfast establishments, roominghouses and boardinghouses, but only until such time as the dwelling unit has been occupied by a tenant for 32 or more continuous days and tenant pays a monthly rent, exclusive of any period of wrongful occupancy contrary to agreement with an owner. Notwithstanding the above, the prohibition against interruption of tenant occupancy set forth in Section 5-12-160 shall apply to every rented dwelling unit in such buildings within the City of Chicago. No landlord shall

bring an action to recover possession of such unit, or avoid renting monthly in order to avoid the application of this chapter. Any willful attempt to avoid application of this chapter by an owner may be punishable by criminal or civil actions;

(c) Housing accommodations in any hospital, convent, monastery, extended care facility, asylum or not-for-profit home for the aged, temporary overnight shelter, transitional shelter, or in a dormitory owned and operated by an elementary school, high school or institution of higher learning; student housing accommodations wherein a housing agreement or housing contract is entered into between the student and an institution of higher learning or student housing wherein the institution exercises control or supervision of the students; or student housing owned and operated by a tax exempt organization affiliated with an institution of higher learning;

(d) A dwelling unit that is occupied by a purchaser pursuant to a real estate purchase contract prior to the transfer of title to such property to such purchaser, or by a seller of property pursuant to a real estate purchase contract subsequent to the transfer of title from such seller;

(e) A dwelling unit occupied by an employee of a landlord whose right to occupancy is conditional upon employment in or about the premises; and

(f) A dwelling unit in a cooperative occupied by a holder of a proprietary lease.

**5-12-030 Definitions.** Whenever used in this chapter, the following words and phrases shall have the following meanings:

(a) “Dwelling unit” means a structure or the part of a structure that is used as a home, residence or sleeping place by one or more persons who maintain a household, together with the common areas, land and appurtenant buildings thereto, and all housing services, privileges, furnishings and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities.

(b) “Landlord” means the owner, agent, lessor or sublessor, or the successor in interest of any of them, of a dwelling unit or the building of which it is part.

(c) “Owner” means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.

(d) “Person” means an individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity.

(e) “Premises” means the dwelling unit and the structure of which it is a part, and facilities and appurtenances therein, and grounds, areas and facilities held out for the use of tenants.

(f) “Rent” means any consideration, including any payment, bonus, benefits or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a dwelling unit.

(g) "Rental agreement" means all written or oral agreements embodying the terms and conditions concerning the use and occupancy of a dwelling unit by a tenant.

(h) "Successor landlord" means any person who follows a landlord in ownership or control of a dwelling unit or the building of which it is part, and shall include a lienholder who takes ownership or control either by contract, operation of law or a court order. However, a "successor landlord" shall not include a receiver appointed pursuant to a court order.

(i) "Tenant" means a person entitled by written or oral agreement, subtenancy approved by the landlord or by sufferance, to occupy a dwelling unit to the exclusion of others.

**5-12-040 Tenant Responsibilities.** Every tenant must:

(a) comply with all obligations imposed specifically upon tenants by provisions of the municipal code applicable to dwelling units including Section 7-28-850;

(b) keep that part of the premises that he occupies and uses as safe as the condition of the premises permits;

(c) dispose of all ashes, rubbish, garbage and other waste from his dwelling unit in a clean and safe manner;

(d) keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

(e) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, in the premises;

(f) not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person on the premises with his consent to do so; and

(g) conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.

**5-12-050 Landlord's Right Of Access.** A tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit:

(a) to make necessary or agreed repairs, decorations, alterations or improvements;

(b) to supply necessary or agreed services;

(c) to conduct inspections authorized or required by any government agency;

(d) to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, workmen or contractors;

(e) to exhibit the dwelling unit to prospective tenants 60 days or less prior to the expiration of the existing rental agreement;

(f) for practical necessity where repairs or maintenance elsewhere in the building unexpectedly require such access;

(g) to determine a tenant's compliance with provisions in the rental agreement; and

(h) in case of emergency.

The landlord shall not abuse the right of access or use it to harass the tenant. Except in cases where access is authorized by subsection (f) or (h) of this section, the landlord shall give the tenant notice of the landlord's intent to enter of no less than two days. Such notice shall be provided directly to each dwelling unit by mail, telephone, written notice to the dwelling unit, or by other reasonable means designed in good faith to provide notice to the tenant. If access is required because of repair work for common facilities or other apartments, a general notice may be given by the landlord to all potentially affected tenants that entry may be required. In cases where access is authorized by subsection (f) or (h) of this section, the landlord may enter the dwelling unit without notice or consent of the tenant. The landlord shall give the tenant notice of such entry within two days after such entry.

The landlord may enter only at reasonable times except in case of an emergency. An entry between 8:00 a.m. and 8:00 p.m. or at any other time expressly requested by the tenant shall be presumed reasonable.

**5-12-060 Remedies For Improper Denial Of Access.** If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement pursuant to Section 5-12-130(b) of this chapter. In either case, the landlord may recover damages.

If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated unreasonable demands for entry otherwise lawful, but which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement pursuant to the notice provisions of Section 5-12-110(a). In each case, the tenant may recover an amount equal to not more than one month's rent or twice the damage sustained by him, whichever is greater.

**5-12-070 Landlord's Responsibility To Maintain.** The landlord shall maintain the premises in compliance with all applicable provisions of the municipal code and shall promptly make any and all repairs necessary to fulfill this obligation.

**5-12-080 Security Deposits.**

(a) (1) A landlord shall hold all security deposits received by him in a federally insured interest-bearing account in a bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit and interest due thereon shall continue to be the property of the tenant making such deposit, shall not be commingled with the assets of the landlord, and shall not be subject to the claims of any creditor of the landlord or of the landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy.

(2) Notwithstanding subsection (a)(1), a landlord may accept the payment of the first month's rent and security deposit in one check or one electronic funds transfer, and deposit the check or electronic funds transfer into one account, if

within 5 business days of the acceptance of the check or electronic transfer, the landlord transfers the amount of the security deposit into a separate account that complies with subsection (a)(1).

(3) The name and address of the financial institution where the security deposit will be deposited shall be clearly and conspicuously disclosed in the written rental agreement signed by the tenant. If no written rental agreement is provided, the landlord shall, within 14 days of receipt of the security deposit, notify the tenant in writing of the name and address of the financial institution where the security deposit was deposited.

If, during the pendency of the rental agreement, a security deposit is transferred from one financial institution to another, the landlord shall, within 14 days of such transfer, notify the tenant in writing of the name and address of the new financial institution.

(4) Notwithstanding subsection (a)(1), a landlord shall not be considered to be commingling the security deposits with the landlord's assets if there is excess interest in the account in which the security deposits are deposited. "Excess interest" means the amount of money in excess of the total amount of security deposits deposited into the account plus any interest due thereon.

(b) (1) Except as provided for in subsection (b)(2), any landlord who receives a security deposit from a tenant or prospective tenant shall give said tenant or prospective tenant at the time of receiving such security deposit a receipt indicating the amount of such security deposit, the name of the person receiving it and, in the case of the agent, the name of the landlord for whom such security deposit is received, the date on which it is received, and a description of the dwelling unit. The receipt shall be signed by the person receiving the security deposit. Failure to comply with this subsection shall entitle the tenant to immediate return of security deposit.

(2) Upon payment of the security deposit by means of an electronic funds transfer, the landlord shall give the tenant a receipt that complies with subsection (b)(1), or an electronic receipt that acknowledges the receipt of the security deposit. The electronic receipt shall set forth the date of the receipt of the security deposit, the amount of the deposit, a description of the dwelling unit and an electronic or digital signature, as those terms are defined in 5 ILCS 175/5-105, of the person receiving the deposit.

(c) A landlord who holds a security deposit or prepaid rent pursuant to this section for more than six months shall pay interest to the tenant accruing from the beginning date of the rental term specified in the rental agreement at the rate determined in accordance with Section 5-12-081 for the year in which the rental agreement was entered into. The landlord shall, within 30 days after the end of each 12-month rental period, pay to the tenant any interest, by cash or credit to be applied to the rent due.

(d) The landlord shall, within 45 days after the date that the tenant vacates the dwelling unit or within seven days after the date that the tenant provides notice of termination of the rental agreement pursuant to Section 5-12-110(g), return to the tenant the security deposit or any balance thereof and the required interest thereon; provided, however, that the landlord or successor landlord, may deduct from such security deposit or interest due thereon for the following:

(1) Any unpaid rent which has not been validly withheld or deducted pursuant to state or federal law or local ordinance; and

(2) A reasonable amount necessary to repair any damage caused to the premises by the tenant or any person under the tenant's control or on the premises with the tenant's consent, reasonable wear and tear excluded. In case of such damage, the landlord shall deliver or mail to the last known address of the tenant within 30 days an itemized statement of the damages allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching copies of the paid receipts for the repair or replacement. If estimated cost is given, the landlord shall furnish the tenant with copies of paid receipts or a certification of actual costs of repairs of damage if the work was performed by the landlord's employees within 30 days from the date the statement showing estimated cost was furnished to the tenant.

(e) In the event of a sale, lease, transfer of ownership or control or other direct or indirect disposition of residential real property by a landlord who has received a security deposit or prepaid rent from a tenant, the successor landlord of such property shall be liable to that tenant for any security deposit, including statutory interest, or prepaid rent which the tenant has paid to the transferor.

The successor landlord shall, within 14 days from the date of such transfer, notify the tenant who made such security deposit by delivering or mailing to the tenant's last known address that such security deposit was transferred to the successor landlord and that the successor landlord is holding said security deposit. Such notice shall also contain the successor landlord's name, business address, and business telephone number of the successor landlord's agent, if any. The notice shall be in writing.

The transferor shall remain jointly and severally liable with the successor landlord to the tenant for such security deposit or prepaid rent, unless and until such transferor transfers said security deposit or prepaid rent to the successor landlord and provides notice, in writing, to the tenant of such transfer of said security deposit or prepaid rent, specifying the name, business address and business telephone number of the successor landlord or his agent within ten days of said transfer.

(f) (1) Subject to subsection (f)(2), if the landlord fails to comply with any provision of Section 5-12-080 (a)--(e), the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest at a rate determined in accordance with Section 5-12-081. This subsection does not preclude the tenant from recovering other damages to which he may be entitled under this chapter.

(2) If a landlord pays the interest on a security deposit or prepaid rent within the 30-day period provided for in subsection (c), or within the 45-day period provided for in subsection (d), whichever is applicable, but the amount of interest is deficient, the landlord shall not be liable for damages under subsection (f)(2) unless:

(A) the tenant gives written notice to the landlord that the amount of the interest returned was deficient; and

(B) within fourteen days of the receipt of the notice, the landlord fails to either:

- (i) pay to the tenant the correct amount of interest due plus \$50.00; or
- (ii) provide to the tenant a written response which sets forth an explanation of how the interest paid was calculated.

If the tenant disagrees with the calculation of the interest, as set forth in the written response, the tenant may bring a cause of action in a court of competent jurisdiction challenging the correctness of the written response. If the court determines that the interest calculation was not accurate, the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest at a rate determined in accordance with Section 5-12-081.

**5-12-081 Interest Rate On Security Deposits.** During December of each year, the city comptroller shall review the status of banks within the city and interest rates on savings accounts, insured money market accounts and six (6) month certificates of deposit at commercial banks located within the city. On the first business day of each year, the City comptroller shall announce the rates of interest, as of the last business day of the prior month, on savings accounts, insured money market accounts and six (6) month certificates of deposit at the commercial bank having the most number of branches located within the city. The rates for money market accounts and for certificates of deposit shall be based on the minimum deposits for such investments. The comptroller shall calculate and announce the average of the three rates. The average of these rates so announced by the comptroller shall be the rate of interest on security deposits under rental agreements governed by this chapter and made or renewed after the most recent announcement.

**5-12-082 Interest Rate Notification.** The city comptroller, after computing the rate of interest on security deposit governed by this chapter, shall cause the new rate of security deposit interest to be published for five consecutive business days in two or more newspapers of general circulation in the city. The mayor shall direct the appropriate city department to prepare and publish for free public distribution at government offices, libraries, schools and community organizations, a pamphlet or brochure describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the interest rate for each of the prior two years. The commissioner shall also distribute the new rate of security deposit interest, as well as the interest rate for each of the prior two years, through public service announcements to all radio and television outlets broadcasting in the city.

**5-12-090 Identification of Owner and Agents.** A landlord or any person authorized to enter into an oral or written rental agreement on the landlord's behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name, address, and telephone number of:

- (a) The owner or person authorized to manage the premises; and
- (b) A person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

A person who enters into a rental agreement and fails to comply with the requirements of this section becomes an agent of the landlord for the purpose of (i)

service of process and receiving and receipting for notices and demands and (ii) performing the obligations of the landlord under this chapter and under the rental agreement.

The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner, or manager.

If the landlord fails to comply with this section, the tenant may terminate the rental agreement pursuant to the notice provisions of Section 5-12-110(a). If the landlord fails to comply with the requirements of this section after receipt of written notice pursuant to Section 5-12-110(a), the tenant shall recover one month's rent or actual damages, whichever is greater.

#### **5-12-095 Tenants' Notification of Foreclosure Action.**

(a) Within seven (7) days of being served a foreclosure complaint, as defined in 735 ILCS 5/15-1504, an owner or landlord of a premises that is the subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed against the owner or landlord. An owner or landlord shall also disclose, in writing, the notice of foreclosure to any other third party who has a consistent pattern and practice of paying rent to the owner or landlord on behalf of a tenant.

Before a tenant initially enters into a rental agreement for a dwelling unit, the owner or landlord shall also disclose, in writing, that he is named in a foreclosure complaint.

The written disclosure shall include the court in which the foreclosure action is pending, the case name, and case number and shall include the following language:

"This is not a notice to vacate the premise. This notice does not mean ownership of the building has changed. All tenants are still responsible for payment of rent and other obligations under the rental agreement. The owner or landlord is still responsible for their obligations under the rental agreement. You shall receive additional notice if there is a change in owner."

(b) If the owner or landlord fails to comply with this section, the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than thirty (30) days from the date of the written notice. In addition, if a tenant in a civil legal proceeding against an owner or landlord establishes that a violation of this section has occurred, he shall be entitled to recover Two Hundred and no/100 Dollars (\$200.00) in damages, in addition to any other damages or remedies that the tenant may also be entitled.

**5-12-100 Notice Of Conditions Affecting Habitability.** Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing:

(a) Any code violations which have been cited by the City of Chicago during the previous 12 months for the dwelling unit and common areas and provide notice of the pendency of any code enforcement litigation or compliance board

proceeding pursuant to Section 13-8-070 of the municipal code affecting the dwelling unit or common area. The notice shall provide the case number of the litigation and/or the identification number of the compliance board proceeding and a listing of any code violations cited.

(b) Any notice of intent by the City of Chicago or any utility provider to terminate water, gas, electrical or other utility service to the dwelling unit or common areas. The disclosure shall state the type of service to be terminated, the intended date of termination, and whether the termination will affect the dwelling unit, the common areas or both. A landlord shall be under a continuing obligation to provide disclosure of the information described in this subsection (b) throughout a tenancy. If a landlord violates this section, the tenant or prospective tenant shall be entitled to remedies described in Section 5-12-090.

**5-12-101 Bed bugs - Education.** For any rental agreement for a dwelling unit entered into or renewed after the effective date of this 2013 amendatory ordinance, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the department of health pursuant to Section 7-28-860.

**5-12-110 Tenant Remedies.** In addition to any remedies provided under federal law, a tenant shall have the remedies specified in this section under the circumstances herein set forth.

For purposes of this section, material noncompliance with Section 5-12-070 shall include, but is not limited to, any of the following circumstances:

Failure to maintain the structural integrity of the building or structure or parts thereof;

Failure to maintain floors in compliance with the safe load-bearing requirements of the municipal code;

Failure to comply with applicable requirements of the municipal code for the number, width, construction, location or accessibility of exits;

Failure to maintain exit, stairway, fire escape or directional signs where required by the municipal code;

Failure to provide smoke detectors, sprinkler systems, standpipe systems, fire alarm systems, automatic fire detectors or fire extinguishers where required by the municipal code;

Failure to maintain elevators in compliance with applicable provisions of the municipal code;

Failure to provide or maintain in good working order a flush water closet, lavatory basin, bathtub or shower, or kitchen sink;

Failure to maintain heating facilities or gas-fired appliances in compliance with the requirements of the municipal code;

Failure to provide heat or hot water in such amounts and at such levels and times as required by the municipal code;

Failure to provide hot and cold running water as required by the municipal code;

Failure to provide adequate hall or stairway lighting as required by the municipal code;

Failure to maintain the foundation, exterior walls or exterior roof in sound condition and repair, substantially watertight and protected against rodents;

Failure to maintain floors, interior walls or ceilings in sound condition and good repair;

Failure to maintain windows, exterior doors or basement hatchways in sound condition and repair and substantially tight and to provide locks or security devices as required by the municipal code, including deadlatch locks, deadbolt locks, sash or ventilation locks, and front door windows or peep holes;

Failure to supply screens where required by the municipal code;

Failure to maintain stairways or porches in safe condition and sound repair;

Failure to maintain the basement or cellar in a safe and sanitary condition;

Failure to maintain facilities, equipment or chimneys in safe and sound working condition;

Failure to prevent the accumulation of stagnant water;

Failure to exterminate insects, rodents or other pests;

Failure to supply or maintain facilities for refuse disposal;

Failure to prevent the accumulation of garbage, trash, refuse or debris as required by the municipal code;

Failure to provide adequate light or ventilation as required by the municipal code;

Failure to maintain plumbing facilities, piping, fixtures, appurtenances and appliances in good operating condition and repair;

Failure to provide or maintain electrical systems, circuits, receptacles and devices as required by the municipal code;

Failure to maintain and repair any equipment which the landlord supplies or is required to supply; or

Failure to maintain the dwelling unit and common areas in a fit and habitable condition.

(a) Noncompliance by Landlord. If there is material noncompliance by the landlord with a rental agreement or with Section 5-12-070 either of which renders the premises not reasonably fit and habitable, the tenant under the rental agreement may deliver a written notice to the landlord specifying the acts and/or omissions constituting the material noncompliance and specifying that the rental agreement will terminate on a date not less than 14 days after receipt of the notice by the landlord, unless the material noncompliance is remedied by the landlord within

the time period specified in the notice. If the material noncompliance is not remedied within the time period so specified in the notice, the rental agreement shall terminate, and the tenant shall deliver possession of the dwelling unit to the landlord within 30 days after the expiration of the time period specified in the notice. If possession shall not be so delivered, then the tenant's notice shall be deemed withdrawn and the lease shall remain in full force and effect. If the rental agreement is terminated, the landlord shall return all prepaid rent, security and interest recoverable by the tenant under Section 5-12-080.

(b) Failure to Deliver Possession. If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the residential rental agreement or Section 5-12-070, rent for the dwelling unit shall abate until possession is delivered, and the tenant may:

(1) Upon written notice to the landlord, terminate the rental agreement and upon termination the landlord shall return all prepaid rent and security; or

(2) Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by him.

If a person's failure to deliver possession is wilful, an aggrieved person may recover from the person withholding possession an amount not more than two months' rent or twice the actual damages sustained by him, whichever is greater.

(c) Minor Defects. If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, and the reasonable cost of compliance does not exceed the greater of \$500.00 or one-half of the monthly rent, the tenant may recover damages for the material noncompliance or may notify the landlord in writing of his intention to correct the condition at the landlord's expense; provided, however, that this subsection shall not be applicable if the reasonable cost of compliance exceeds one month's rent. If the landlord fails to correct the defect within 14 days after being notified by the tenant in writing or as promptly as conditions require in case of emergency, the tenant may have the work done in a workmanlike manner and in compliance with existing law and building regulations and, after submitting to the landlord a paid bill from an appropriate tradesman or supplier, deduct from his or her rent the amount thereof, not to exceed the limits specified by this subsection and not to exceed the reasonable price then customarily charged for such work. A tenant shall not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other affected tenants and shall cause the work to be done so as to create the least practical inconvenience to the other tenants. Nothing herein shall be deemed to grant any tenant any right to repair any common element or dwelling unit in a building subject to a condominium regime other than in accordance with the declaration and bylaws of such condominium building; provided, that the declaration and bylaws have not been created to avoid the application of this chapter.

For purposes of mechanics' lien laws, repairs performed or materials furnished pursuant to this subsection shall not be construed as having been performed or furnished pursuant to authority of or with permission of the landlord.

(d) Failure to Maintain. If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, the tenant may notify the landlord in writing of the tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises due to the material noncompliance. If the landlord fails to correct the condition within 14 days after being notified by the tenant in writing, the tenant may, during the time such failure continues, deduct from the rent the stated amount. A tenant shall not withhold rent under this subsection if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

(e) Damages and Injunctive Relief. If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, the tenant may obtain injunctive relief, and/or recover damages by claim or defense. This subsection does not preclude the tenant from obtaining other relief to which he may be entitled under this chapter.

(f) Failure to Provide Essential Services. If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, either of which constitutes an immediate danger to the health and safety of the tenant or if, contrary to the rental agreement or Section 5-12-070, the landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, the tenant may give written notice to the landlord specifying the material noncompliance or failure. If the landlord has, pursuant to this ordinance or in the rental agreement, informed the tenant of an address at which notices to the landlord are to be received, the tenant shall mail or deliver the written notice required in this section to such address. If the landlord has not informed the tenant of an address at which notices to the landlord are to be received, the written notice required in this section shall be delivered by mail to the last known address of the landlord or by other reasonable means designed in good faith to provide written notice to the landlord. After such notice, the tenant may during the period of the landlord's noncompliance or failure:

(1) Procure reasonable amounts of heat, running water, hot water, electricity, gas or plumbing service, as the case may be and upon presentation to the landlord of paid receipts deduct their cost from the rent; or

(2) Recover damages based on the reduction in the fair rental value of the dwelling unit; or

(3) Procure substitute housing, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant may recover the cost of the reasonable value of the substitute housing up to an amount equal to the monthly rent for the each month or portion thereof of noncompliance as prorated.

In addition to the remedies set forth in Section 5-12-110 (1) (1)--(3), the tenant may:

(4) Withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises due to the material noncompliance or

failure if the landlord fails to correct the condition within 24 hours after being notified by the tenant; provided, however, that no rent shall be withheld if the failure is due to the inability of the utility provider to provide service; or

(5) Terminate the rental agreement by written notice to the landlord if the material noncompliance or failure persists for more than 72 hours after the tenant has notified the landlord of the material noncompliance or failure; provided, however, that no termination shall be allowed if the failure is due to the inability of the utility provider to provide service. If the rental agreement is terminated, the landlord shall return all prepaid rent, security deposits and interest thereon in accordance with Section 5-12-080 and tenant shall deliver possession of the dwelling unit to the landlord within 30 days after the expiration of the 72 hour time period specified in the notice. If possession shall not be so delivered, then the tenant's notice shall be deemed withdrawn and the lease shall remain in full force and effect.

If the tenant proceeds under this subsection (f), he may not proceed under subsections (c) or (d). The tenant may not exercise his rights under this subsection if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent. Before correcting a condition, the repair of which will affect more than his own dwelling unit, the tenant shall notify all other tenants affected and shall cause the work to be done so as to result in the least practical inconvenience to other tenants.

(g) Fire or Casualty Damage. If the dwelling unit or common area are damaged or destroyed by fire or casualty to an extent that the dwelling unit is in material noncompliance with the rental agreement or with Section 5-12-070, the tenant may:

(1) Immediately vacate the premises and notify the landlord in writing within 14 days thereafter of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of the fire or casualty; or

(2) If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the reduction in the fair rental value of the dwelling unit; or

(3) If the tenant desires to continue the tenancy, and if the landlord has promised or begun work to repair the damage or destruction but fails to carry out the work to restore the dwelling unit or common area diligently and within a reasonable time, notify the landlord in writing within 14 days after the tenant becomes aware that the work is not being carried out diligently or within a reasonable time of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of the fire or casualty.

If the rental agreement is terminated under this subsection (g), the landlord shall return all security and all prepaid rent in accordance with Section 5-12-080(d). Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty. A tenant may not exercise remedies in this subsection if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of his family or a person on the premises with his consent.

**5-12-120 Subleases.** If the tenant terminates the rental agreement prior to its expiration date, except for cause authorized by this chapter, the landlord shall make a good faith effort to re-rent the tenant's dwelling unit at a fair rental, which shall be the rent charged for comparable dwelling units in the premises or in the same neighborhood. The landlord shall accept a reasonable sublease proposed by the tenant without an assessment of additional fees or charges.

If the landlord succeeds in re-renting the dwelling unit at a fair rental, the tenant shall be liable for the amount by which the rent due from the date of premature termination to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of premature termination to the termination of the initial rental agreement.

If the landlord makes a good-faith effort to re-rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. The tenant shall also be liable for the reasonable advertising costs incurred by the landlord in seeking to re-rent the dwelling unit.

**5-12-130 Landlord Remedies.** Every landlord shall have the remedies specified in this section for the following circumstances:

(a) **Failure To Pay Rent.** If all or any portion of rent is unpaid when due and the tenant fails to pay the unpaid rent within five days after written notice by the landlord of his intention to terminate the rental agreement if rent is not so paid, the landlord may terminate the rental agreement. Nothing in this subsection shall affect a landlord's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations. A landlord may also maintain an action for rent and/or damages without terminating the rental agreement.

(b) **Noncompliance By Tenant.** If there is material noncompliance by a tenant with a rental agreement or with Section 5-12-040, the landlord of such tenant's dwelling unit may deliver written notice to the tenant specifying the acts and/or omissions constituting the breach and that the rental agreement will terminate upon a date not less than ten days after receipt of the notice, unless the breach is remedied by the tenant within that period of time. If the breach is not remedied within the 10 day period, the residential rental agreement shall terminate as provided in the notice. The landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement or with Section 5-12-040. If the tenant's noncompliance is wilful, the landlord may also recover reasonable attorney's fees.

(c) **Failure To Maintain.** If there is material noncompliance by the tenant with Section 5-12-040 (other than subsection (g) thereof), and the tenant fails to comply as promptly as conditions permit in case of emergency or in cases other than emergencies within 14 days of receipt of written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and have the necessary work done in the manner required by law. The landlord shall be entitled to reimbursement from the tenant of the costs of repairs under this section.

(d) **Disturbance Of Others.** If the tenant violates Section 5-12-040(g) within 60 days after receipt of a written notice as provided in subsection (b), the

landlord may obtain injunctive relief against the conduct constituting the violation, or may terminate the rental agreement on ten days' written notice to the tenant.

(e) Abandonment. Abandonment of the dwelling unit shall be deemed to have occurred when:

(1) Actual notice has been provided to the landlord by the tenant indicating the tenant's intention not to return to the dwelling unit, or

(2) All persons entitled under a rental agreement to occupy the dwelling unit have been absent from the unit for a period of 21 days or for one rental period when the rental agreement is for less than a month, and such persons have removed their personal property from the premises, and rent for that period is unpaid; or

(3) All persons entitled under a rental agreement to occupy the dwelling unit have been absent from the unit for a period of 32 days, and rent for that period is unpaid.

Notwithstanding the above, abandonment of the dwelling unit shall not be deemed to have occurred if any person entitled to occupancy has provided the landlord a written notice indicating that he still intends to occupy the unit and makes full payment of all amounts due to the landlord.

If the tenant abandons the dwelling unit, the landlord shall make a good faith effort to re-rent it at a fair rental, which shall be the rent charged for comparable dwelling units in the premises or in the same neighborhood. If the landlord succeeds in re-renting the dwelling unit at a fair rental, the tenant shall be liable for the amount by which the rent due from the date of abandonment to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of abandonment to the termination of the initial rental agreement. If the landlord makes a good faith effort to re-rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. The tenant shall also be liable for the reasonable advertising expenses and reasonable redecoration costs incurred by the landlord pursuant to this subsection.

(f) Disposition of Abandoned Property. If the tenant abandons the dwelling unit as described in subsection (e) hereof, or fails to remove his personal property from the premises after termination of a rental agreement, the landlord shall leave the property in the dwelling unit or remove and store all abandoned property from the dwelling unit and may dispose of the property after seven days. Notwithstanding the foregoing, if the landlord reasonably believes such abandoned property to be valueless or of such little value that the cost of storage would exceed the amount that would be realized from sale, or if such property is subject to spoilage, the landlord may immediately dispose of such property.

(g) Waiver of Landlord's Right to Terminate. If the landlord accepts the rent due knowing that there is a default in payment of rent by the tenant, he thereby waives his right to terminate the rental agreement for that breach.

(h) Remedy After Termination. If the rental agreement is terminated, the landlord shall have a claim for possession and/or for rent.

(i) Notice or Renewal of Rental Agreement. No tenant shall be required to renew a rental agreement more than 90 days prior to the termination date of the rental agreement. If the landlord violates this subsection, the tenant shall recover one month's rent or actual damages, whichever is greater

(j) Notice or Refusal to Renew Rental Agreement. Provided that the landlord has not exercised, or is not in the process of exercising, any of its rights under Section 5-12-130 (a)--(h) hereof, the landlord shall notify the tenant in writing at least 30 days prior to the stated termination date of the rental agreement of the landlord's intent either to terminate a month to month tenancy or not to renew an existing rental agreement. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for up to 60 days after the date on which such required written notice is given to the tenant, regardless of the termination date specified in the existing rental agreement. During such occupancy, the terms and conditions of the tenancy (including, without limitation, the rental rate) shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice; provided, however, that if rent was waived or abated in the preceding month or months as part of the original rental agreement, the rental amount during such 60 day period shall be at the rate established on the last date that a full rent payment was made.

**5-12-140 Rental Agreement.** Except as otherwise specifically provided by this chapter, no rental agreement may provide that the landlord or tenant:

(a) Agrees to waive or forego rights, remedies or obligations provided under this chapter;

(b) Authorizes any person to confess judgment on a claim arising out of the rental agreement;

(c) Agrees to the limitation of any liability of the landlord or tenant arising under law;

(d) Agrees to waive any written termination of tenancy notice or manner of service thereof provided under state law or this chapter;

(e) Agrees to waive the right of any party to a trial by jury;

(f) Agrees that in the event of a lawsuit arising out of the tenancy the tenant will pay the landlord's attorney's fees except as provided for by court rules, statute, or ordinance;

(g) Agrees that either party may cancel or terminate a rental agreement at a different time or within a shorter time period than the other party, unless such provision is disclosed in a separate written notice;

(h) Agrees that a tenant shall pay a charge, fee or penalty in excess of \$10.00 per month for the first \$500.00 in monthly rent plus five percent (5%) per month for any amount in excess of \$500.00 in monthly rent for the late payment of rent; and

(i) Agrees that, if a tenant pays rent before a specified date or within a specified time period in the month, the tenant shall receive a discount or reduction in the rental amount in excess of \$10.00 per month for the first \$500.00 in monthly rent

plus five percent (5%) per month for any amount in excess of \$500.00 in monthly rent.

A provision prohibited by this section included in a rental agreement is unenforceable. The tenant may recover actual damages sustained by the tenant because of the enforcement of a prohibited provision. If the landlord attempts to enforce a provision in a rental agreement prohibited by this section the tenant may recover two months' rent.

**5-12-150 Prohibition On Retaliatory Conduct By Landlord.** It is declared to be against public policy of the City of Chicago for a landlord to take retaliatory action against a tenant, except for violation of a rental agreement or violation of a law or ordinance. A landlord may not knowingly terminate a tenancy, increase rent, decrease services, bring or threaten to bring a lawsuit against a tenant for possession or refuse to renew a lease or tenancy because the tenant has in good faith:

(a) complained of code violations applicable to the premises to a competent governmental agency, elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code; or

(b) complained of a building, housing, health or similar code violation or an illegal landlord practice to a community organization or the news media; or

(c) sought the assistance of a community organization or the news media to remedy a code violation or illegal landlord practice; or

(d) requested the landlord to make repairs to the premises as required by a building code, health ordinance, other regulation, or the residential rental agreement; or

(e) becomes a member of a tenant's union or similar organization; or

(f) testified in any court or administrative proceeding concerning the condition of the premises; or

(g) exercised any right or remedy provided by law.

If the landlord acts in violation of this section, the tenant has a defense in any retaliatory action against him for possession and is entitled to the following remedies: he shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to and not more than two months' rent or twice the damages sustained by him, whichever is greater, and reasonable attorneys' fees. If the rental agreement is terminated, the landlord shall return all security and interest recoverable under Section 5-12-080 and all prepaid rent. In an action by or against the tenant, if there is evidence of tenant conduct protected herein within one year prior to the alleged act of retaliation, that evidence shall create a rebuttable presumption that the landlord's conduct was retaliatory. The presumption shall not arise if the protected tenant activity was initiated after the alleged act of retaliation.

**5-12-160 Prohibition On Interruption Of Tenant Occupancy By Landlord.** It is unlawful for any landlord or any person acting at his direction knowingly to oust or dispossess or threaten or attempt to oust or dispossess any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any entrance into said unit; or by removing any

door or window from said unit; or by interfering with the services to said unit; including but not limited to electricity, gas, hot or cold water, plumbing, heat or telephone service; or by removing a tenant's personal property from said unit; or by the removal or incapacitating of appliances or fixtures, except for the purpose of making necessary repairs; or by the use or threat of force, violence or injury to a tenant's person or property; or by any act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable. The foregoing shall not apply where:

(a) a landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the sheriff of Cook County to forcibly evict a tenant or his personal property; or

(b) a landlord acts in compliance with the laws of Illinois pertaining to distress for rent; or

(c) a landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or

(d) the tenant has abandoned the dwelling unit, as defined in Section 5-12-130(e).

Whenever a complaint of violation of this provision is received by the Chicago Police Department, the department shall investigate and determine whether a violation has occurred. Any person found guilty of violating this section shall be fined not less than \$200.00 nor more than \$500.00, and each day that such violation shall occur or continue shall constitute a separate and distinct offense for which a fine as herein provided shall be imposed. If a tenant in a civil legal proceeding against his landlord establishes that a violation of this section has occurred he shall be entitled to recover possession of his dwelling unit or personal property and shall recover an amount equal to not more than two months' rent or twice the actual damages sustained by him, whichever is greater. A tenant may pursue any civil remedy for violation of this section regardless of whether a fine has been entered against the landlord pursuant to this section.

**5-12-170 Summary Of Ordinance Attached To Rental Agreement.** The commissioner of the department of planning and development shall prepare a summary of this chapter, describing the respective rights, obligations and remedies of landlords and tenants hereunder, and shall make such summary available for public inspection and copying. The commissioner shall also, after the city comptroller has announced the rate of interest on security deposits on the first business day of the year, prepare a separate summary describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the rate for each of the prior two years. The commissioner shall also distribute the new rate of security deposit interest, as well as the rate for each of the prior two years, through public service announcements to all radio and television outlets broadcasting in the city. A copy of such summary shall be attached to each written rental agreement when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for a new rental or a renewal thereof. Where there is an oral agreement, the landlord shall give to the tenant a copy of the summary.

The summary shall include the following language:

“The porch or deck of this building should be designed for a live load of up to 100 pounds, 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.”

If the landlord acts in violation of this section, the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than 30 days from the date of the written notice. If a tenant in a civil legal proceeding against his landlord establishes that a violation of this section has occurred, he shall be entitled to recover \$100.00 in damages.

**5-12-180 Attorney's Fees.** Except in cases of forcible entry and detainer actions, the prevailing plaintiff in any action arising out of a landlord's or tenant's application of the rights or remedies made available in this ordinance shall be entitled to all court costs and reasonable attorney's fees; provided, however, that nothing herein shall be deemed or interpreted as precluding the awarding of attorney's fees in forcible entry and detainer actions in accordance with applicable law or as expressly provided in this ordinance.

**5-12-190 Rights And Remedies Under Other Laws.** To the extent that this chapter provides no right or remedy in a circumstance, the rights and remedies available to landlords and tenants under the laws of the State of Illinois or other local ordinance shall remain applicable.

**5-12-200 Severability.** If any provision, clause, sentence, paragraph, section, or part of this chapter or application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person and circumstances affected thereby.

**EVANSTON RESIDENTIAL  
LANDLORD AND TENANT ORDINANCE**

# EVANSTON RESIDENTIAL LANDLORD AND TENANT ORDINANCE

## INTRODUCTION

Similar to the Chicago Residential Landlord Tenant Ordinance, this Evanston version grants tenants extensive rights and provides for severe penalties against landlords who violate its provisions.

**FULL TEXT** (as of January 1, 2018)

### **5-3-1: Title, Purpose and Scope.**

(A) Short Title: This Chapter shall be known and may be cited as the "Residential Landlord and Tenant Ordinance."

(B) Purpose and Declaration of Policy: It is the purpose of this Chapter and the policy of the City, in order to protect and promote the public health, safety and welfare of the citizens, to establish rights and obligations of the landlord and the tenant in the rental of dwelling units and to encourage the landlord and the tenant to maintain and improve the quality of housing.

(C) Construction of Chapter: This Chapter shall be liberally construed and applied to promote its purposes and policies.

(D) Scope:

1. Territorial Application: This Chapter applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within the City.

2. Exclusions: Unless created to avoid the application of this Chapter, the following arrangements are not governed by this Chapter:

a. Residence at a public or private medical, geriatric, educational or religious institution;

b. Occupancy under a contract of sale of a dwelling unit if the occupant is the purchaser ;

c. Occupancy in a structure operated for the benefit of a social or fraternal organization;

d. Transient occupancy in a hotel or motel; or

e. Occupancy in a co-operative apartment by a shareholder of the co-operative.

### **5-3-2: General Definitions; Principles of Interpretation.**

(A) Defined: Subject to additional definitions contained in subsequent sections of this Chapter:

**ACTION:** Includes recoupment, counterclaim, setoff suit in equity, and any other proceeding in which rights are determined, including an action for possession.

**CODE:** Includes any ordinance or governmental regulation concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.

**COMMON AREA:** Includes a part or area of the premises not within any dwelling unit.

**DWELLING UNIT:** A structure or the part of a structure that is used as a home, residence or sleeping place by one or more persons who maintain a household.

**FAIR RENTAL VALUE:** The prevailing value of comparable rental units in the City.

**LANDLORD:** The owner, lessor or sublessor of the dwelling unit or the building of which it is a part. An owner is one or more persons jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.

**MATERIAL NONCOMPLIANCE:** A failure to comply with laws or regulations, including the City of Evanston residential landlord-tenant ordinance, and the international property maintenance code adopted under section 1 of this title, or the requirements or determinations of a reviewing inspector from the Community and Economic Development Department and/or health department and/or fire department when that failure increases risk to landlord or tenant(s), or adversely affects the rights and welfare of the landlord or tenant(s). A failure to comply may result in termination of the lease. This may include only a single instance of noncompliance if it is substantial or repeated minor violations.

**PERSON:** An individual or a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity.

**PREMISES:** A dwelling unit and the structure of which it is a part, and facilities and appurtenances therein, and grounds, areas and facilities held out for the use of tenants.

**RENT:** All payments to be made to the landlord under the rental agreement.

**RENTAL AGREEMENT:** A written agreement and valid rules and regulations adopted under Section 5-3-4-2 of this Chapter embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

**TENANT:** A person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

(B) **Unconscionability:** If the court finds the rental agreement, or a settlement in which a party waives or agrees to forego a claim or right under this Chapter or under a rental agreement, to have been unconscionable when made, the court may grant the following relief:

1. Nonenforcement: or
2. Nonenforcement of the unconscionable provision only; or
3. Limit the application of any provision to avoid an unconscionable result.

(C) Notice: A person has notice of a fact if:

1. He has actual knowledge of it;
2. He has received notice of it; or
3. From all the facts and circumstances known to him/her at the time in question, he/she has reason to know that it exists. A person gives notice to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it.

### **5-3-3: Rental Agreements.**

#### **5-3-3-1: Terms and Conditions of Rental Agreement.**

(A) A rental agreement complying with the requirements of this Chapter shall be executed for the rental of all dwelling units within the jurisdiction regardless of the duration of the tenancy herein. The landlord and tenant may include in a rental agreement terms and conditions not prohibited by this Chapter and other rules of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties

(B) All rental agreements for leases of dwelling units subject to this Chapter shall contain the full names and birth dates of all occupants of the dwelling unit leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing rental agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy permitted elsewhere in this Code for that size unit.

(C) Rent is to be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.

(D) Unless the rental agreement fixes a definite term, the tenancy shall be week-to-week in the case of a tenant who pays weekly rent, and in all other cases month-to-month.

#### **5-3-3-2: Effect of Unsigned or Undelivered Rental Agreement.**

(A) If the landlord does not sign and deliver a written rental agreement, signed and delivered to him/her by the tenant, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord, for the term set forth in the rental agreement.

(B) If the tenant does not sign and deliver a written rental agreement, signed and delivered to him/her by the landlord, acceptance of possession and

payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.

(C) If a rental agreement given effect by the operation of this Section provides for a term longer than one year, it is effective for only one year.

### **5-3-3-3: Prohibited Provisions In Rental Agreements.**

(A) Except as otherwise provided by this Chapter, no rental agreement may provide that the tenant or the landlord:

1. Agrees to waive or to forego rights or remedies under this Chapter;

2. Authorizes any person to confess judgment on a claim arising out of the rental agreement;

3. Agrees to the limitation of any liability of the landlord or tenant arising under law or to indemnify the landlord or tenant for that liability or the costs connected therewith.

(B) A provision prohibited by subsection (A) of this Section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing any provision known by him/her to be prohibited, the tenant may recover actual damages sustained by him/her and not more than two (2) months' rent and reasonable attorney fees.

### **5-3-4: Tenant Obligations.**

**5-3-4-1 Maintain Dwelling Unit.** The tenant shall:

(A) Comply with all obligations imposed upon tenants by provisions of the codes applicable to the dwelling unit;

(B) Keep that part of the premises that he/she occupies and uses as safe as the condition of the premises permits;

(C) Dispose from his/her dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;

(D) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

(E) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;

(F) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;

(G) Conduct himself/herself and require other persons on the premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbor's peaceful enjoyment of the premises; and

(H) Not engage in or permit the unlawful selling, possession, serving, storage, deliverance, manufacture, cultivation, giving away or use of any controlled substance; prostitution; or gambling on the leased premises.

**5-3-4-2 Rules and Regulations.**

(A) The landlord, from time to time, may adopt general rules or regulations concerning the tenant's use and occupancy of the premises. They are enforceable only if in writing and:

1. Their purpose is to promote the convenience, safety and welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities among tenants;
2. They are reasonably related to the purpose for which they are adopted;
3. They apply to all tenants in the premises in a fair manner;
4. They are sufficiently explicit to fairly inform the tenant of what he/she must or must not do to comply;
5. They are not for the purpose of evading the obligations of the landlord; and
6. The tenant has notice of them at the time he/she enters into the rental agreement.

(B) A rule or regulation adopted after the tenant enters into the rental agreement that substantially modifies his/her bargain is not enforceable unless the tenant consents to it in writing.

**5-3-4-3: Access.**

(A) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or show the dwelling unit to prospective or actual purchasers, mortgagees, tenants or workmen.

(B) The landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(C) The landlord shall not abuse the right of access or use it to harass the tenant. Except in cases of emergency, or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days' notice of his/her intent to enter and may enter only at reasonable times.

**5-3-4-4: Tenant's Use and Occupancy of Dwelling Unit.** Unless otherwise agreed, the tenant shall occupy his/her dwelling unit only as a dwelling unit.

**5-3-4-5: Prohibition Against Criminal Activity on Premises.**

(A) Tenant, any member of the tenant's household, tenant's guest(s), and any person under tenant's control must not engage in or facilitate criminal activity on the premises or on landlord's property, which includes the premises as described in the rental agreement.

(B) Tenant, any member of the tenant's household, tenant's guest(s), and any person under tenant's control must not permit the premises to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

(C) Tenant, any member of the tenant's household, tenant's guest(s), and any person under tenant's control must not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his or her agent, other tenant(s), or involves imminent or actual serious property damage.

(D) One or more violations of Subsections (A), (B), or (C) of this Section constitutes a material noncompliance with the residential landlord-tenant ordinance and the rental agreement. Any such violation is grounds for termination of tenancy and eviction from the premises.

(E) Proof of violation will not require criminal conviction, but an arrest or citation (supported by admissible corroborating evidence that activity in violation of the above provisions has occurred) for a described violation will be sufficient evidence of a violation constituting material noncompliance with the rental agreement and Code.

1. Any such violation committed by the tenant or any member of the tenant's household is grounds for landlord to terminate the tenancy of that individual tenant or household member and to evict that individual from the leased premises. Any eviction action must be conducted in accordance with the statutory requirements stated in the Illinois Forcible Entry and Detainer Act, 735 ILCS 5/9-101 et seq.

2. As provided by Illinois law, landlord has the power to bar the presence of a person from the leased premises who is not tenant or a member of tenant's household. A landlord bars a person from the premises by providing written notice to tenant that the person is no longer allowed on the premises. That notice must be provided in accordance with the statutory requirements provided in Illinois law, 735 ILCS 5/9-106.2.

(F) For purposes of this Section, "criminal activity" includes any of the offenses below:

1. Homicide, 720 ILCS 3/0-1 et seq.
2. Aggravated assault, 720 ILCS 5/12-2.
3. Aggravated battery, 720 ILCS 5/12-3.05.
4. Criminal street gang recruitment, 720 ILCS 5/12-6.4.
5. Unlawful contact with street gang members, 720 ILCS 5/24.
6. Armed violence, 720 ILCS 5/33A-2.

7. Kidnapping and related offenses, 720 ILCS 5/10-1 et seq.
8. Possession of explosives or incendiary devices, 720 ILCS 5/20-2 et seq.
9. Any offense involving deadly weapons, 720 ILCS 5/24-1 et seq.
10. Mob action, 720 ILCS 5/25-1 et seq.
11. Theft, 720 ILCS 5/16-1 et seq.

(G) A tenant who is an innocent party or the victim of a crime, including but not limited to actual or threatened domestic violence, or sexual violence, will not be in violation of this Section or subject to eviction based on criminal activity. Nothing in this Section prohibits the landlord from evicting only the perpetrator of the domestic violence, or sexual violence, or other criminal activity without affecting the tenancy of the remaining tenants in the unit.

(H) A Tenant will not be in violation of this Section or subject to eviction based on:

1. Contact made to police or other emergency services, if:
  - a. The contact was made with the intent to prevent or respond to domestic violence or sexual violence;
  - b. The intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or
  - c. The contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability.
2. An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
3. Criminal activity or a local ordinance violation occurring in the dwelling unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member or guest.

**5-3-5: Landlord Obligations.**

**5-3-5-1: Security Deposits and Prepaid Rent.**

(A) A landlord may not demand or receive security or prepaid rent or any combination thereof in an amount in excess of one and one-half (1-1/2) months' rent; provided, however, that rent paid on the first day of the month or upon any other day mutually agreed upon by the parties, due and payable in advance for that month,

shall not be construed herein as either security or prepaid rent and therefore shall not be included in the computation of the aforesaid one and one-half (1-1/2) months' rent. The tenant shall pay the landlord, at the time the tenant moves into the premises or at any other time mutually agreed upon by the parties, the amount of the security or prepaid rent required by the landlord. However, if the landlord requires a security deposit or prepaid rent in excess of one month's rent, but not exceeding one and one-half (1-1/2) months' rent, that portion in excess of one month's rent at the election of the tenant, shall be paid either at the time the tenant pays the initial security deposit, or shall be paid in no more than six (6) equal installments no later than six (6) months after the effective date of the lease. Interest on that portion of a security deposit or prepaid rent exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the landlord.

(B) A landlord who receives security or prepaid rent from a tenant shall pay interest to the tenant at the rate equal to the interest rate paid on such security deposits in the city of Chicago. A landlord shall pay to the tenant interest on all deposits within thirty (30) days after the end of each twelve (12) month rental period, by cash or credit to be applied to the rent due, except when the tenant is in default under the terms of the rental agreement. Interest on that portion of a security deposit or prepaid rent exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the landlord.

(C) Upon termination of the tenancy, property or money held by the landlord as security or prepaid rent may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with Subsection 5-3-4-1 of this chapter, all as itemized by the landlord in a written notice delivered to the tenant together with the amount due twenty one (21) days after tenant has vacated his/her unit. Any security or prepaid rent not so applied, and any interest on such security due to the tenant, shall be paid to the tenant within twenty-one (21) days after tenant has vacated his/her unit. In the event the rental agreement terminates pursuant to Subsection 5-3-7-4(A)-1 of this chapter regarding landlord's wrongful failure to supply essential services, the obligations imposed on the landlord pursuant to this Subsection 5-3-5-1(C) shall be performed within forty-eight (48) hours after the expiration of the seven (7)-day written notice to the landlord to restore service.

(D) A landlord shall hold all security deposits received by him or her in a federally insured interest-bearing account in a bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit and interest due thereon shall continue to be the property of the tenant making such deposit, shall not be commingled with the assets of the landlord, and shall not be subject to the claims of any creditor of the landlord or of the landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy.

(E) The City shall cause the new rate of security deposit interest to be published once a week for two (2) consecutive weeks in two (2) or more newspapers of general circulation in the City. The City Manager shall direct the Community and Economic Development Department to prepare and publish for free public distribution at government offices and libraries, a pamphlet or brochure describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the interest rate for

each of the prior two (2) years. Said pamphlet shall also be available on the City's website.

(F) If the landlord fails to comply with subsection (C) of this section, the tenant may recover the property and money due him/her together with damages in an amount equal to twice the amount wrongfully withheld and reasonable attorney fees.

(G) This Section does not preclude the landlord or tenant from recovering other damages to which he/she may be entitled under this Chapter.

**5-3-5-2: Disclosure.**

(A) The landlord or any person authorized to enter into a rental agreement on his/her behalf shall disclose to the tenant in writing, on or before the commencement of the tenancy:

1. The name, address and twenty four (24) hour telephone number of the person authorized to manage the premises; and
2. The name and address of the owner of the premises or the person authorized to act on behalf of the owner for the purpose of service of process and for the purpose of receiving notices and demands.

(B) A person who fails to comply with subsection (A) of this Section becomes an agent of each person who is a landlord for:

1. Service of process and receiving of notices and demands; and
2. Performing the obligations of the landlord under this Chapter and under the rental agreement and expending or making available for that purpose all rent collected from the premises.

(C) The information required to be furnished by subsection (A) of this Section shall be kept current. Subsections (A) and (B) of this Section extend to and are enforceable against any successor landlord or manager.

(D) Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord or any person authorized to enter into a rental agreement on his/her behalf shall disclose to the tenant in writing any code violations which have been cited by the City for the dwelling unit and common area. If the landlord fails to comply with this subsection, the tenant may pursue the remedies provided in Subsections 5-3-7-1 or 5-3-7-3 of this Chapter.

**5-3-5-3: Maintain Fit Premises.**

(A) The landlord shall maintain the premises in substantial compliance with the applicable codes of the City and shall promptly make any and all repairs necessary to fulfill this obligation.

(B) The landlord and tenant of any dwelling unit may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

1. The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration; and

2. The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

(C) Landlord must address, which may include commencing eviction proceedings, with tenant any and all violations of Section 5-3-4-5, Prohibition against Criminal Activity on Premises, to ensure other tenants and occupants of the landlord's property have housing free from criminal activity.

#### **5-3-5-4: Limitation Of Liability.**

(A) Unless otherwise agreed, a landlord who sells the premises is relieved of liability under the rental agreement and this Chapter for events occurring subsequent to written notice to the tenant of the sale. However, he/she remains liable to the tenant for any property and money to which the tenant is entitled under Section 5-3-5-1 of this Chapter and all prepaid rent, unless the tenant receives written notice that such property, money and prepaid rent have been transferred to the buyer, and that the buyer has accepted liability for such property, money and prepaid rent.

(B) Unless otherwise agreed, the manager of the premises is relieved of liability under the rental agreement and this Chapter for events occurring after written notice to the tenant of the termination of his/her management.

**5-3-5-5: Lead Disclosure Requirements.** Landlords subject to this Section must follow all applicable state and federal regulations regarding lead poisoning and must specifically:

(A) Provide all prospective and current lessees with a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on lead-based paint disclosure.

(B) Disclose any known lead hazards.

#### **5-3-6: Landlord Remedies.**

##### **5-3-6-1: Noncompliance with Rental Agreement; Failure to Pay Rent.**

(A) 1. If there is a material noncompliance by the tenant with the rental agreement or with Subsections 5-3-4-1 (A) through (G) of this Chapter, the landlord may deliver written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, unless the breach is remedied by the tenant prior to the expiration of the notice. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice.

2. If there is a material noncompliance by the tenant with any of the provisions of Subsection 5-3-4-1 (A) through (G) of this Chapter, after expiration of the landlord's written notice to tenant to remedy the acts and omissions specified in the notice delivered pursuant to Subsection (A)(1) of this Section,

throughout the remainder of the term of the rental agreement, the landlord may deliver written notice to the tenant that the rental agreement shall terminate not less than thirty (30) days after delivery of the written notice to terminate.

3. If there is noncompliance by the tenant with Subsection 4-1 (G) or (H) of this Chapter, the landlord may deliver written notice to the tenant specifying the acts constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, or, in the case of owner occupied dwelling units containing two (2) or fewer rooming units, upon a date not less than forty-eight (48) hours after receipt of the notice.

(B) If the rent is unpaid when due, and the tenant fails to pay the unpaid rent within ten (10) days, or, in the case of owner occupied dwelling units containing two (2) or fewer rooming units, within forty-eight (48) hours after receipt of written notice by the landlord of his/her intention to terminate the rental agreement if the rent is not so paid, the landlord may terminate the rental agreement.

(C) Except as provided herein, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or with Section 5-3-4-1 of this Chapter. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney fees.

**5-3-6-2: Abandonment; Subleases.** If the tenant abandons the dwelling unit, the landlord shall make a good faith effort to rent it at a fair rental. This shall include the acceptance of reasonable subleases. If the landlord succeeds in renting the dwelling unit at a fair rental, the tenant shall be liable for the amount by which the rent due from the date of abandonment to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of abandonment to the termination of the initial rental agreement. If the landlord makes a good faith effort to rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. In either event, the tenant shall be liable for the advertising expenses and reasonable redecoration costs incurred by the landlord in re-renting the dwelling unit.

**5-3-6-3: Waiver of Landlord's Right to Terminate.** Acceptance of rent with knowledge of a default by the tenant, or acceptance of performance by him/her that varies from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord, constitutes a waiver of his/her right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.

**5-3-6-4: Remedy After Termination.** If the rental agreement is terminated, the landlord may have a claim for possession and for rent and a separate claim for damages for breach of the rental agreement and reasonable attorney fees, as provided in Subsection 5-1 (C) of this Chapter.

**5-3-6-5: Disposition of Abandoned Property.**

(A) Except as otherwise agreed, if, upon termination of a tenancy (other than by an order of a court of competent jurisdiction) including, but not limited to, a termination after expiration of a lease or by surrender or abandonment of the premises, a tenant has left personal property on the premises, and the landlord

reasonably believes that the tenant has abandoned such personal property, the landlord may:

1. Notify the tenant in writing of his/her demand that such property be removed within the dates set forth in such notice (but not less than 15 days after delivery or mailing of such notice); and that if such property is not removed within the time specified, the property may be sold. If the property is not removed within the time specified in such notice, the landlord may sell the property at a public sale or at a commercially reasonable private sale. The proceeds, less reasonable costs incurred by such sale or storage of property, shall be held by the landlord for the tenant for one year. If the tenant does not claim the proceeds within one year, the proceeds shall be the property of the landlord.

2. If the tenant has left personal property which is reasonably determined by the landlord to be valueless or of such little value that the cost of storing and conducting a sale would probably exceed the amount that would be realized from such sale, the landlord may notify the tenant in writing that such property be removed by the date specified in such notice (but not less than 15 days after delivery or mailing of such notice), and that if such property is not removed within the time specified, the landlord intends to destroy or otherwise dispose of the property. If the property is not removed within the time specified in the notice, the landlord may destroy or otherwise dispose of the property.

3. The notice shall indicate his/her election to sell specific items of the tenant's personal property and to destroy or otherwise dispose of the remainder of said property.

(B) For purposes of this Section, "abandonment" shall mean that the tenant has vacated the premises, and that his/her rent is in default and that notice by the landlord to terminate the rental agreement as provided in Subsection 6-1 (B) of this Chapter has expired.

(C) After sending written notice, as provided in Subsection (A) of this Section, the landlord shall store all personal property of the tenant in a place of safe keeping and shall exercise reasonable care of the property, but shall not be responsible to the tenant for any loss not caused by the landlord's deliberate or negligent act or omission. The landlord may elect to store the property in or about the previously vacated premises. In such case, the storage shall not exceed commercially reasonable storage rates. If the tenant's property is removed to a commercial storage company, the storage cost shall include the actual charge for such storage and removal from the premises to the place of storage.

(D) After the landlord's notice under Subsection (A) of this Section, if the tenant makes timely response in writing of his/her intention to remove the personal property from the premises and does not do so within the time specified in the landlord's notice or within thirty (30) days of the delivery or mailing of the tenant's written response or a mutually agreeable date (whichever is later), it shall be conclusively presumed that he/she has abandoned such property. In the event the tenant removes the property after notice, the landlord shall be entitled to the cost of storage for the period the property has remained in his/her safe keeping.

(E) Any public sale, authorized under the provisions of this Section, shall be conducted pursuant to law in such instances made and provided.

### **5-3-7: Tenant Remedies:**

#### **5-3-7-1: Noncompliance by Landlord.**

(A) If there is a material noncompliance by the landlord with the rental agreement or with subsection 5-1(F) or 5-3 of this chapter, the tenant may deliver a written notice to the landlord specifying the breach and that the rental agreement will terminate on a date not less than thirty (30) days after receipt of the notice, or in the case of owner occupied dwelling units containing two (2) or fewer rooming units, upon a date not less than forty eight (48) hours after receipt of the notice, unless the breach is remedied by the landlord prior to the expiration of the notice. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of his/her family, or other person on the premises with his/her consent.

(B) Except as provided in this Chapter, the tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord with the rental agreement or with Subsection 5-3 of this Chapter. If the landlord's noncompliance is willful, the tenant may recover reasonable attorney fees.

(C) If the rental agreement is terminated, the landlord shall return all security and interest recoverable by the tenant under Subsection 5-1 of this Chapter and all prepaid rent.

#### **5-3-7-2: Failure to Deliver Possession.**

(A) If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the rental agreement and Subsection 5-3 of this Chapter, rent abates until possession is delivered and the tenant may:

1. Upon at least five (5) days' written notice to the landlord, terminate the rental agreement and upon termination the landlord shall return all prepaid rent and security; or

2. Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by him/her.

(B) If a person's failure to deliver possession is willful, an aggrieved person may recover from that person wrongfully in possession, an amount not more than two (2) months' rent or twice the actual damages sustained by him/her, whichever is greater, and reasonable attorney fees.

#### **5-3-7-3: Self Help for Minor Defects and Rent Withholdings.**

(A) With respect to any single violation, the tenant may choose either the remedy in subsection (A)(1) or (A)(2) of this Section.

1. If the landlord fails to comply with the rental agreement or with Subsection 5-3 (A) of this Chapter, and the reasonable cost of compliance is less than two hundred dollars (\$200.00) or an amount equal to one-half (1/2) of the monthly rent, whichever amount is greater, the tenant may recover damages for the breach under Subsection 7-1 (B) of this chapter or may notify the landlord in writing

of his/her intention to correct the condition at the landlord's expense. If the landlord fails to comply within fourteen (14) days after being notified by the tenant in writing or as promptly as conditions require in case of emergency, the tenant may have the work done in a workmanlike manner and, after submitting to the landlord a receipted bill from an appropriate tradesman, deduct from his/her rent the amount thereof, not exceeding the limits specified in this subsection; provided, that the tenant has fulfilled his/her affirmative obligations under Subsection 4-1 of this Chapter.

2. If the landlord fails to comply with the rental agreement or with Subsection 5-3 (A) of this Chapter, the tenant may, where the condition has been cited as a code violation by the City, notify the landlord in writing of the tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises. If the landlord fails to correct the condition within fourteen (14) days after being notified by the tenant in writing, the tenant may, during the time such failure continues, deduct from the rent the stated amount.

(B) A tenant may not repair at the landlord's expense or withhold rent under this Section if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his/her family or other person on the premises with his/her consent.

(C) Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other tenants sharing such facilities of his/her plans, and shall so arrange the work as to create the least practicable inconvenience to the other tenants.

#### **5-3-7-4: Wrongful Failure to Supply Essential Services.**

(A) If, contrary to the rental agreement, the landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, the tenant may:

1. Deliver written a notice to the landlord specifying the service to be restored, that the service must be restored within seven (7) days of delivery of the notice, and that the rental agreement will terminate automatically at the expiration of the seven (7) days if the specified service is not restored.

2. Pay for the provision of these services and deduct the cost from their next rental payment, or payments, in the event the cost of services procured exceeds the amount of the next rental payment.

3. Recover damages based upon the diminution in the fair rental value of the dwelling unit and reasonable attorney fees.

4. Procure substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant may recover the cost of reasonable value of the substitute housing up to an amount equal to the monthly rent and reasonable attorney fees.

(B) If the tenant proceeds under this Section, he/she may not proceed under Subsection 7-1 or 7-3 of this Chapter for that breach.

(C) The tenant may not exercise his/her rights under this Section if the condition was caused by the inability of a utility supplier to provide service or by the

deliberate or negligent act or omission of the tenant, a member of his/her family, or other person on the premises with his/her consent.

**5-3-7-5: Landlord's Noncompliance as Defense to Action for Possession or Rent.**

(A) In an action for possession based upon nonpayment of rent or in an action for rent where the tenant is in possession, the tenant may counterclaim for any amount which he/she may recover under the rental agreement or this Chapter. In that event, the court may order the tenant to pay into court all or part of the rent accrued and thereafter accruing, and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and the balance by the other party. If no rent remains due after application of this Section, judgment shall be entered for the tenant in the action for possession. If the defense or counterclaim by the tenant is without merit, the landlord may recover reasonable attorney fees.

(B) In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided in subsection (A) of this Section, but the tenant is not required to pay any rent into court.

**5-3-7-6: Fire or Casualty Damage.**

(A) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

1. Immediately vacate the premises and notify the landlord in writing within fourteen (14) days thereafter of his/her intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

2. If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(B) If the rental agreement is terminated, the landlord shall return all security recoverable under Section 5-3-5-1 of this Chapter and all prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

(C) A tenant may not exercise remedies in this Section if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of his/her family, or a person on the premises with his/her consent.

**5-3-8: Holdover; Abuse of Access:**

**5-3-8-1: Holdover Remedies.** If the tenant remains in possession without the landlord's consent, after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful, the landlord in addition may recover an amount not more than two (2) months' periodic rent or twice the damages sustained by him/her, whichever

is greater, and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, Subsection 3-1 (C) of this Chapter applies.

**5-3-8-2: Landlord and Tenant Remedies for Abuse of Access.**

(A) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover damages and reasonable attorney fees.

(B) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In each case, the tenant may recover an amount equal to not more than two (2) months' rent or twice the damages sustained by him/her, whichever is greater, and reasonable attorney fees.

**5-3-8-3: Notice of Refusal to Renew Rental Agreement.**

(A) If the rental agreement will not be renewed or if a month-to-month tenancy will be terminated, the landlord shall notify the tenant in writing thirty (30) days prior to the termination date.

(B) If the landlord fails to give the required written notice, the tenant may remain in his/her dwelling for two (2) months, commencing on the date that the written notice is received by the tenant. During such period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice.

**5-3-9: Retaliatory Conduct; Civil Actions by City.**

**5-3-9-1: Retaliatory Conduct.**

(A) Except as provided in this Section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring action for possession or by refusing to renew a rental agreement because the tenant has:

1. Complained in good faith of a code violation to a government agency charged with the responsibility for the enforcement of such code;
2. Complained to the landlord of a violation under Subsection 5-2 (D) or Section 5-3 of this Chapter;
3. Organized or become a member of a tenant union or similar organization; or
4. Exercised or attempted to exercise any right or enforce any remedy granted to him/her under this Chapter.

(B) If the landlord acts in violation of subsection (A) of this Section, the tenant has a defense in any retaliatory action against him/her for possession and is entitled to the following remedies: he/she shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to and not more than two (2) months' rent or twice the damages sustained by him/her, whichever is greater, and reasonable attorney's fees. If the rental agreement is terminated, the

landlord shall return all security and interest recoverable under Section 5-1 of this Chapter and all prepaid rent. In an action by or against the tenant, if there is evidence of a complaint within one year prior to the alleged act of retaliation, it may be presumed that the landlord's conduct was retaliatory. The presumption does not arise if the tenant made the complaint after notice of a proposed rent increase.

(C) Notwithstanding Subsections (A) and (B) of this Section, a landlord may bring an action for possession if:

1. The violation of a code was caused primarily by lack of care by the tenant, a member of his/her family or other person on the premises with his/her consent; or

2. The tenant is in default in rent, other than a purported default under Subsection 7-3 of this Chapter.

**5-3-9-2: Civil Actions by City.** Whenever the City Manager or his/her designee has reasonable cause to believe that any landlord or tenant is engaged in a pattern of practice of violating the provisions of this Chapter, the City may bring a civil action by filing a complaint signed by the City Manager, setting forth the facts pertaining to such pattern of practice and requesting such relief, including an application for a permanent or temporary injunction, restraining order and damages as hereinbefore provided against the landlord or tenant responsible for such pattern of practice, as may be necessary to ensure compliance with the provisions of this Chapter and the full enjoyment of the rights herein established. The foregoing does not limit the City's authority to institute actions pursuant to Subsection 12-3 of this Chapter to enforce Section 5-3-12 of this Chapter.

**5-3-10: Attachment of Chapter to Rental Agreement.**

(A) A current copy of the ordinance codified herein shall be attached to each written rental agreement whether it be a City of Evanston Model Apartment Lease Agreement or a landlord drafted written lease agreement, when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for a new rental or a renewal thereof. The lessee shall acknowledge receipt of the ordinance codified herein on the executed lease.

(B) If a tenant in a civil legal proceeding against his/her landlord establishes that a violation of Subsection (A) of this Section has occurred, he/she shall be entitled to recover two hundred dollars (\$200.00) in damages and reasonable attorney fees.

(C) The Model Apartment Lease Agreement ("Agreement"), as amended from time to time, shall be on file with the City Clerk. Each amended Agreement form shall be effective for a minimum of one (1) year. Leases entered into during the effective period of a particular Agreement form shall remain valid notwithstanding amendments made in the Agreement form during the lease term.

**5-3-11: Condominium Conversions.** Provisions of this Chapter that contradict, modify, expand or limit the right of landlords or tenants established under this Chapter shall prevail over the provisions of this Chapter for leases entered into or

renewed subsequent to the effective date of the Residential Condominium Ordinance.

**5-3-12: Interruption of Tenant Occupancy.**

**5-3-12-1: Unlawful Interruption.** It is unlawful for any landlord or any person acting at his/her direction to knowingly oust or dispossess or attempt to oust or dispossess any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any entrance into said unit; or by removing any door or window from said unit; or by interfering with the services to said unit, including, but not limited to, electricity, gas, hot or cold water, plumbing, heat or telephone service; or by removing a tenant's personal property from said unit; or by the use of force or threat of violence, injury or force to a tenant's person or property; or by any other act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable.

**5-3-12-2: Exclusions.** The provisions of Subsection 12-1 of this Chapter shall not apply where:

(A) A landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict a tenant or his/her personal property; or

(B) A landlord acts in compliance with the laws of Illinois pertaining to distress for rent; or

(C) A landlord acts pursuant to court order; or

(D) A landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or

(E) The tenants with a right to possession of the dwelling unit have been absent therefrom for thirty (30) consecutive days without advising the landlord of such absence or their intent to return, current rent is thirty (30) or more days overdue, and after diligent inquiry the landlord has reason to believe that tenants have abandoned the premises and do not intend to return.

**5-3-12-3: Fines.**

(A) Each member of the Police Department, while on duty, is hereby authorized to arrest any person who is found to have violated any of the provisions of Subsection 12-1 of this Chapter.

(B) Any person found guilty of violating Subsection 12-1 of this Chapter shall be fined not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00), and each day that such violation shall occur or continue shall constitute a separate and distinct offense for which a fine as herein provided shall be imposed.

**5-3-12-4: Civil Remedy.** If a tenant in a civil legal proceeding against his/her landlord establishes that a violation of Subsection 12-1 of this Chapter has occurred, he/she shall be entitled to recover possession of his/her dwelling unit or personal property and shall recover an amount equal to not more than two (2) months' rent or

twice the actual damages sustained by him/her, whichever is greater, and reasonable attorney fees. A tenant may pursue any civil remedy for violation of this Section 5-3-12 regardless of whether a fine has been entered against the landlord pursuant to Subsection 12-3 of this Chapter.

**5-3-12-5: Tenant's Right to Terminate.** If a landlord or any person acting at his/her direction violates Subsection 12-1 of this Chapter, the tenant shall have the right to terminate the rental agreement by sending the landlord written notice of his/her intention to terminate within three (3) days of the violation. If the rental agreement is terminated, the landlord shall return all security deposits, prepaid rent and interest to the tenant in accord with this Chapter.

**OAK PARK VILLAGE CODE**  
**CHAPTER 12 – HOUSING, SELECTED SECTIONS**

# OAK PARK VILLAGE CODE

## CHAPTER 12 – HOUSING SELECTED SECTIONS

### INTRODUCTION

Selected Sections of the Oak Park Village Code

The Housing Chapter of the Oak Park Village Code is not as thorough as the Chicago Residential Landlord Tenant Ordinance, but it does set forth numerous obligations with which landlords must comply, including certain lease provisions that must be included in your leasing agreement. You may wish to seek additional legal advice to determine whether your Oak Park leases are in compliance with the Village Code.

#### **Article 2**

**Residential Rental License** (as of January 1, 2018)

#### **12-2-1: License Required.**

A. No person, corporation, partnership, business entity, or agent shall operate or engage in the business of renting any dwelling unit to the public, operate a rental dwelling unit, rooming house or rooming unit, or otherwise allow any such property to be nonowner occupied, unless a valid residential rental license has been issued by the Village for the specific location. A dwelling unit may not be rented and no new lease may be entered into and no lease may be renewed until a license is secured pursuant to this section, or while a license is suspended or revoked.

B. The license requirement pursuant to this section shall not be applicable to group homes governed by the specialized living centers act, 405 Illinois Compiled Statutes 25/1 et seq., as amended, for the developmentally disabled, or to other similar uses governed by federal or state laws, rules or regulations.

C. All rental licenses issued in 2016 for multi-family residential buildings with four (4) or more rental dwelling units shall expire on December 31, 2017, and shall be extended from the date of their next inspection for a period of sixty (60) days thereafter. Said extension shall not be applicable to a conditional license. Within fifteen (15) days following the inspection, the Development Customer Services Department shall provide the building owner an application for the applicable license type pursuant to this section. The building owner must submit the completed application and license fee pursuant to section 12-2-5 of this article within thirty (30) days thereafter.

D. Licenses shall be issued by the Village Manager or the Manager's designee based upon the license classifications: small rental, gold, silver, bronze, or conditional as set forth in subsection 12-2-1J of this section. No license issued pursuant to this article shall be transferable to another person, corporation, partnership, business entity, or agent. No such license shall be required for condominium associations governed by article 3 of this chapter. License fees shall be as set forth in section 12-2-5 of this article.

E. No rental license shall be issued or renewed unless the owner of the building agrees that inspections shall take place pursuant to section 12-2-6 of this article.

F. Every licensee of a multi-family residential building with four (4) or more rental units shall conspicuously post the current license certificate in the main entryway or other conspicuous location of the building. For rental dwellings of three (3) or fewer units, the licensee must provide a copy of the license certificate to each tenant by attaching a copy to the tenants' copy of the executed lease agreement.

G. License type shall be determined on the basis of established criteria based on property and nuisance violations defined in section 7-13-1 et seq., and chapter 16 of this code.

H. Licenses will be issued for a time period according to the license type in subsection 12-2-1J of this section.

I. All licenses may be reviewed at any time after the beginning of the license term to determine whether the appropriate type license is maintained for the property.

J. Licenses shall be classified as follows:

<b>License Type</b>	<b>Renewal Frequency</b>	<b>Application/ Fee</b>	<b>Inspection Attendance</b>	<b>Inspection Performance</b>	<b>Mitigation Plan</b>
Small rental (<4 units)	2 years	n/a	n/a	n/a	n/a
Gold	4 years	On time	Present and on time	Up to 0.75 violation per unit	Not required
Silver	2 years	On time	Present and on time	0.75 - 1.5 violations per unit	Not required
Bronze	1 year	Late/on time	Unexcused late/no show	1.5 - 3 violations per unit	Not required
Conditional	6 months	Late/on time	Unexcused late/no show	>3 violations per unit	Required

K. For the purposes of inspection and the determination of license type only, each common area set forth herein shall be considered a separate unit. Any part of a building not exclusively available to an individual tenant shall be considered a common area including, but not limited to, building exterior, yard, basement, stairway, laundry facility, lobby, mailroom, or roof. Each separate common area shall be considered a separate unit for the purpose of determining license eligibility. Each stairway shall be considered a separate unit, but shall not be separated by flight.

L. Properties for which a rental license is not required due to new construction or a change from owner occupied to rental will qualify for a silver license. Properties found operating without a valid rental license from the Village or failing to meet code requirements or that have been the subject of an enforcement action(s) such as a violation of this article, shall only qualify for a conditional license.

M. All rental properties are subject to review by the Village Manager or the Manager's designee and an owner may be required to apply and qualify for a different license type based on a property's compliance with this code and any other applicable laws or regulations. Based on such review, the Manager may require an owner to apply for, and meet the terms of, a conditional license if the Manager determines that the nature of applicable property and nuisance violations, pursuant to section 7-13-1 et seq., and chapter 16 of this code, are so severe that they require an increased level of monitoring and an urgent need for compliance. The Manager may determine that such a requirement is warranted even if the number of violations per unit is equal to, or less than, three (3) as set forth for a conditional license in subsection 12-2-1J of this section.

N. At any time during a license period, if a rental property does not meet or exceed the criteria established for the current license type, the license may be reviewed by the Village Manager and may be subject to suspension, revocation, and/or license type review. Violations identified by inspections other than those conducted for the purpose of license issue or renewal shall only be included in the calculation of violations per unit, as described in subsection 12-2-1J of this section, if they are not corrected before a citation is issued.

O. Rental properties for which a conditional license has been issued must meet the requirements set forth in subsection 12-2-1P of this section.

P. Buildings containing three (3) rental dwelling units or fewer shall only qualify for a small rental license type and only be subject to the license and crime free housing requirements set forth in this section and section 12-2-12 of this article and shall not be subject to the inspection requirements and mandatory lease provisions set forth in sections 12-2-6, 12-2-7, 12-2-9, 12-2-10 and 12-2-11 of this article except as otherwise provided. Buildings containing four (4) or more rental dwelling units (multiple-family dwelling) shall be subject to the inspection and records requirements and mandatory lease provisions set forth in sections 12-2-6, 12-2-7, 12-2-9, 12-2-10 and 12-2-11 of this article.

Q. A license shall be required for buildings containing three (3) or fewer rental dwelling units beginning January 1, 2015.

R. Rental properties that meet the conditional license criteria set forth in this section are eligible only for conditional licenses. The Village should provide by mail to each licensee a monthly report of any police and fire calls and incidents and applicable property and nuisance violations defined in section 7-13-1 et seq., and chapter 16 of this code.

1. Mitigation Plan: An applicant for a conditional license must submit for review by the Village Manager or the Manager's designee a mitigation plan for the license period. The mitigation plan shall describe steps proposed by the applicant to reduce the number of property and nuisance violations, defined in section 7-13-1 et seq., and chapter 16 of this code to a level that qualifies for a gold, silver, or bronze license.

2. Village Manager Consideration: A license application that contains a proposed mitigation plan shall be presented to the Village Manager or the Manager's designee as to the disposition thereof. After giving the applicant an opportunity to be heard and present evidence, the Manager shall approve, disapprove, or approve with conditions the application and the mitigation plan. If the Manager disapproves an application and mitigation plan or approves it with conditions, the Manager shall state the reasons for so doing in writing. In evaluating a mitigation plan, the Manager shall consider, among other things, the building, its management practices, the nature and seriousness of property and nuisance violations as defined in section 7-13-1 et seq., and chapter 16 of this code, and the expected effectiveness of measures identified in the plan to reduce the number of property and nuisance violations. In evaluating a mitigation plan submitted by an applicant operating under a provisional license, the Manager shall also consider the effectiveness of measures identified in the applicant's previous mitigation plan and the need for different or additional measures to reduce the property and nuisance violations.

3. Compliance With Mitigation Plan: The licensee shall comply with the mitigation plan as approved or modified by the Village Manager. No later than the tenth day after each calendar month, the licensee shall mail or deliver to the Village Manager a written report describing all steps taken in furtherance of the applicant's mitigation plan during the preceding month.

**12-2-2: License Application.** No such license shall be issued except upon written application filed with the Village Manager or the Manager's designee. Such application shall be received not less than thirty (30) days prior to the initial date of issuance as determined by the Village Manager or the Manager's designee, or not less than thirty (30) days prior to the expiration date of a currently valid license. The application shall set forth, but not be limited to, the following information:

A. Name and address of legal owner.

B. If licensee designates an agent, then the application shall set forth the name, address and telephone number of that agent and the authority of the agent to rent, manage and make expenditures.

C. Name, address and telephone number and extent of the authority of the janitor and any other persons in addition to the owner or manager in a position of authority with regard to the subject property.

D. The designation of the agent authorized by the owner to accept notices and process.

E. It is the policy of the Board of Trustees to prevent discrimination against any person on the basis of race in the rental of multiple-family dwellings in the Village. In order to prevent owners or their agents from renting multiple-family dwellings on the basis of the race of the lessee, it is essential for the Village to monitor statistical data of the demographics of tenant manager occupied units on a periodic basis. At least once a year, the Village Manager or the Manager's designee shall present a report to the Board of Trustees analyzing survey data compiled by the United States census bureau. At a minimum, the report shall describe the racial and ethnic makeup of renter occupied households and the type of structures in which those households are located. The report shall also include a map depicting any racial or ethnic segregation of renter occupied households in the most (smallest) geographic detail as made available annually by the United States census bureau. The report and underlying data shall be made available on the Village website to the general public.

F. No license application shall be considered for a multi-family residential building with four (4) or more rental units unless the building has been inspected pursuant to section 12-2-6 of this article no more than ninety (90) days prior to Village receipt of the application. The results of said inspection shall determine the type of license for which the property qualifies pursuant to section 12-2-1 of this article. The Village shall notify the building owner and manager or agent the type of license for which the property qualifies within ten (10) days following the inspection.

**12-2-3: Required Reports.** The licensee shall report to the Village Manager or the Manager's designee any change in the designation of the managing agent within seven (7) days of said change. Any conveyance in the legal or equitable interest in the building shall be reported to the Village Manager or the Manager's designee within seven (7) days after execution of a contract to convey and at least fifteen (15) days prior to said conveyance to allow ample time for the required presale inspection.

**12-2-4: License Issuance.** No license shall be issued without the approval of the appropriate Village officials. The license may be withheld for failure to comply with applicable statutes and ordinances, including, but not limited to, this chapter, and chapters 13 and 20 of this code.

**12-2-5: License Fees.** License fees shall be payable on or before a due date established by the office of the Village Manager or the Manager's designee. License fees shall be set forth as follows:

A. If a license is not purchased by the due date, said fee shall be increased by ten percent (10%); and further, the base fee shall be increased by an additional twenty percent (20%) on the fifteenth day of each subsequent month for which the fee remains unpaid.

B. If the ownership of a building changes during a licensing period, the license fee for the new owner shall be determined on a prorated basis.

C. The license fee for a rental building shall be twenty dollars (\$20.00) per dwelling unit for rental buildings containing four (4) or more dwelling units. The fee shall be due with a license application not less than thirty (30) days prior to the initial date of issuance as determined by the Village Manager or the Manager's designee, or not less than thirty (30) days prior to the expiration date of a currently valid license.

D. The annual license fee for a small rental license type shall be ten dollars (\$10.00) per dwelling unit for buildings containing three (3) or fewer dwelling units.

E. The services and inspection fee for condominiums shall be ten dollars (\$10.00) for each condominium unit within the building.

**12-2-6: Inspection of Buildings; Violations; Suspension and Revocation of License.**

A. Required inspections shall be conducted in accordance with the following provisions:

1. The Development Customer Services Department and/or the Fire Department shall make an annual inspection of all theaters, churches, schools, public assembly units, and open air assembly units; and also all buildings two (2) stories or more in height containing at least four (4) lodging or rooming units.

2. The Development Customer Services Department shall also make biennial inspections of all common areas and a minimum of one dwelling unit in all mixed use commercial/residential buildings which are two (2) or more stories in height and containing one to three (3) residential units and commercial space in which the occupants engage in food preparation, food sales, pets and pet supply sales or hazardous activities requiring (annual, quarterly, monthly) inspections by the Fire Department in accordance with section F-102.2 of the 1984 BOCA Fire Prevention Code. Such hazardous activities include, but are not limited to, activities which involve the use of hazardous and/or flammable materials and chemicals, the storage of combustible materials and the use of potentially hazardous or dangerous equipment and/or machinery. The annual inspection fee for the inspection of common areas and residential units in mixed use commercial/residential buildings shall be six dollars (\$6.00) for each dwelling unit contained therein. It shall be the duty of every owner, agent, lessee or occupant of any such building and of the person in charge or control of the same to permit the making of such biennial inspection by a duly authorized inspector at any time upon demand being duly made.

3. The Development Customer Services Department shall make inspections of all common areas and the interior of a minimum of one-third (1/3) of the dwelling units in multiple-family dwellings which contain four (4) or more dwelling units. The required frequency of such inspections shall be based on the expiration of the rental license type pursuant to section 12-2-1 of this article. Except for a small rental license, no rental license shall be issued or renewed until a valid inspection has been completed.

4. In condominiums, all common facilities and one-third (1/3) of the dwelling units which are occupied by someone other than the owner of the unit shall be inspected on a biennial basis.

B. Whenever, upon inspection of the licensed multiple-family dwelling or of the records required to be kept by section 12-2-7 of this article, it is determined by the appropriate officials of the Village that conditions or practices exist which are in violation of the provisions of this or any applicable ordinance of the Village, the official making the determination shall serve the owner or agent with a notice of violation. Such notice shall identify the specific violations and state that unless they are corrected within the time specified in the notice, the operating license may be suspended. Notice pursuant to this section shall be sent by mail to the party designated in the application to receive notices and process.

C. At the end of the time allowed for correction of any violation cited, the building shall be reinspected by the appropriate Village officials. If it is determined that the conditions have not been corrected or they are not in the process of being corrected, the Village may issue an order suspending the rental license.

D. If, upon reinspection, it is determined by the appropriate Village officials that the violations cited in the notice have been corrected, the license shall be reinstated by the Village. A request for reinspection shall not exceed the twenty one (21) day suspension period unless the official responsible for sending the violation notice so requests.

E. If the licensee is convicted by a court of a violation of any applicable ordinance of the Village in connection with the licensed building, then the license shall be subject to revocation without further notice.

F. In the event a condition of extreme hazard to health or safety is found to exist, the Village may immediately revoke the license.

G. Each day a building continues to operate after a license has been revoked shall constitute a separate violation of this Code subject to fine, as provided in Section 1-1-5 of this Code.

H. Any licensee violating any of the provisions of this Chapter shall be subject to a fine as provided in Section 1-1-5 of this Code.

**12-2-7: Records.** Every owner or agent of a licensed multiple family dwelling shall cause to be kept records itemizing all repairs, alterations or decorating expenses in excess of fifty dollars (\$50.00) per expenditure for a period of five (5) years after such expenditure. Upon request, such records shall be made available during normal business hours upon request of the Village Manager or the Manager's authorized representatives.

**12-2-8: Tenant Responsibility.** No tenant shall commit vandalism in the building in which the tenant's dwelling unit is located and no tenant shall permit vandalism to occur or shall violate any of the provisions of this Code in the dwelling unit leased by the tenant.

**12-2-9: Inspection Fees.**

A. One Hundred Percent Sale Inspection Fee: When a licensed multiple-family dwelling is inspected prior to sale as required by this code, the owner of the

building so inspected shall be charged a fee equal to the annual license fee plus one dollar (\$1.00) additional for each dwelling unit contained in the building.

B. Reinspection Fees: A reinspection fee will be due immediately following the second reinspection and each subsequent reinspection conducted thereafter. Reinspections shall be conducted until all violations are corrected. A reinspection fee shall also be due immediately following any scheduled inspection for which a representative of the licensee is not present, does not provide access to the units and common areas required for inspection, or does not make a request to reschedule at least twenty four (24) hours in advance of the scheduled inspection. The reinspection fee for a multi-family residential building with four (4) or more rental dwelling units shall be twenty dollars (\$20.00) per dwelling unit inspected plus fifty dollars (\$50.00) per common area inspected.

**12-2-10: Violation Correction by Village.** In the event a violation which presents a condition of extreme hazard to health and safety is found to exist and it is not corrected within the time specified by the Village Manager's designated representative then the Village Manager's designated representative may cause the violation to be corrected. Any expense in connection therewith shall be collected from the licensee. In the event the licensee shall fail to pay for said repairs within thirty (30) days after the expense is incurred, the Village shall place a lien on the premises for the cost of repairs. No such lien shall be effective until a notice thereof has been recorded with the County Recorder of Deeds. The Village may foreclose this lien in the same manner and with the same effect as in the foreclosure of mortgages on real estate.

**12-2-11: Mandatory Provision in Lease Agreements within the Village.** All leases and applications for leases of dwelling units shall contain the information set forth in subsection 12-2-11A of this section, and all leases and applications for leases of dwelling units which are newly executed and/or renewed on or after October 1, 1991 shall contain the information set forth in subsections 12-2-11B through E of this section:

A. Night parking is prohibited on all Village streets from two thirty o'clock (2:30) A.M. to six o'clock (6:00) A.M. and the lessee is responsible for providing off-street parking for the lessee's vehicle during those hours to the extent such parking is not provided by the lessor.

B. The specific unit number of the dwelling unit to be leased.

C. The maximum occupancy of the dwelling unit to be leased as established by the owner and/or operator of the dwelling unit. The owner and/or operator shall not, however, set forth a maximum occupancy in any such lease or lease application which exceeds the maximum occupancy for the dwelling unit established by Section 12-1-6 of this chapter and set forth in the annual building inspection report provided to every multiple-family dwelling building owner or operator by the Director of the Development Customer Services Department of the Village on an annual basis.

D. The full names and birth dates of all occupants of the dwelling unit leased or to be leased under the lease agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing lease

agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy set forth in Section 12-1-6 of this chapter.

E. The name and phone number of an agent of the building owner or management who, in emergency situations, will be accessible to tenants on a twenty four (24) hour per day basis and capable of reasonably and effectively responding to tenant needs in such situations.

It shall be the responsibility of the lessor to set forth the information required herein in the lease agreement. Any lease not containing the information required herein shall be voidable by the lessee.

**12-2-12: Crime Free Housing.**

A. A residential rental license shall not be issued until the owner or designated agent has attended and successfully completed an annual crime free housing seminar conducted by the Village's Development Customer Services Department. All license applicants shall comply with the annual seminar requirement within one year of applying for a license or within one year of applying for a license renewal and shall attend and complete the annual seminar every year thereafter. Licenses shall be null and void if the owner or designated agent fails to comply with the seminar requirement pursuant to this section.

B. In the event that an owner or designated agent applies for a residential rental license and has met all other license requirements, but a crime free housing seminar is not available, a provisional license may be issued, effective for no more than one year from the date of issuance, subject to attendance and successful completion by the operator, or his/her designated agent, of that seminar within that time period. Upon completion of the seminar within that time period, a rental residential license shall be issued for the balance of the year.

C. In the event that a designated agent attends the crime free housing seminar to comply with this section, and that agent is no longer employed by the owner to be responsible for managing the rental residential dwelling unit under the license, the owner or a newly designated agent shall attend and successfully complete the seminar within twelve (12) months of that event.

D. An owner or designated agent of an owner may be certified as an operator upon issuance of a rental residential license, and a certificate of completion of the crime free housing seminar. The certification as an operator shall be issued on an annual basis, subject to annual compliance with the above requirements.

E. At any time after two (2) years from the date of the issuance of a license, an operator or designated agent may be required to attend and successfully complete the crime free housing seminar. Such requirement shall be subject to the determination of the Village's Development Customer Services Department which shall consider the following in making such determination:

1. Whether the rental property, subject to the residential operator's license, is in danger of becoming a nuisance rental property as defined in this section; and

2. Whether criminal activity is occurring on the premises and the landlord has failed to initiate eviction proceedings or take other appropriate action.

F. A rental residential license shall not be renewed if attendance is required and not completed within three (3) months of the notice to that effect. Such notice shall be delivered or mailed to the landlord, or designated agent, at the address designated on the most recent license application.

G. The Village's Development Customer Services Department shall maintain a list of landlords and/or designated agents who have attended the crime free housing seminar and/or who are certified residential operators, along with the dates of attendance and verification that the landlord or designated agent has otherwise complied with this code to be eligible for issuance or renewal of a residential operator's license.

H. Upon adoption of this section, every subsequent lease, including lease extensions, shall contain a crime free lease provision, the purpose of which is to make criminal activity, not limited to violent or drug related criminal activity, engaged by, facilitated by or permitted by the lessee, member of the household, guest or other party under the control of the lessee, a lease violation, and to provide the landlord with authority under that clause to initiate eviction proceedings pursuant to state law. The crime free lease provision shall be in substantially the following form or in a form subject to the approval of the Village Manager:

## **CRIME-FREE HOUSING LEASE PROVISION**

### **Prohibition Against Criminal Activity on Premises**

1) The Tenant, any member of the Tenant's household, the Tenant's guest(s), and any person under the Tenant's control shall not engage in or facilitate criminal activity on the leased premises or on the Lessor's property, which includes the leased premises, at \_/ \_ / \_.

2) The Tenant, any member of the Tenant's household, the Tenant's guest(s), and any person under the Tenant's control shall not permit the leased premises to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

3) The Tenant, any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.

4) The Tenant is vicariously liable for the criminal activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.

5) One or more violations of subsections 1, 2, or 3 of this Lease Section constitute a substantial violation and a material noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the leased

premises. Unless otherwise required by law, proof of violation shall not require a criminal conviction, but shall by a preponderance of the evidence.

6) In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of this addendum shall govern.

7) For purposes of this Lease Section, criminal activity shall mean:

- a) Any offense defined and prohibited by Article 9 (Homicide) of the Criminal Code of 2012, 720 ILCS 5/9-1, et seq.
- b) Any offense defined and prohibited by Article 10 (Kidnapping and related offenses) of the Criminal Code of 2012, 720 ILCS 5/10-1, et seq.
- c) Any offenses defined and prohibited by Article 11 (Sex Offenses), Subdivision 15 (Prostitution Offenses) of the Criminal Code of 2012, 720 ILCS 5/11-14, et seq.
- d) Any offense defined and prohibited by Article 12 (Bodily Harm) of the Criminal Code of 2012, 720 ILCS 5/12, et seq.
- e) Any offense defined and prohibited by Article 16 (Theft) of the Criminal Code of 2012, 720 ILCS 5/16-1, et seq.
- f) Any offense defined and prohibited by Section 20-2 (Possession of Explosives or Incendiary Devices) of the Criminal Code of 2012, 720 ILCS 5/20-2, et seq.
- g) Any offense defined and prohibited by Article 21-1 (Damage and Trespass to Property) of the Criminal Code of 2012, 720 ILCS 5/21-1, et seq.
- h) Any offense defined and prohibited by Article 24 (Deadly Weapons) of the Criminal Code of 2012, 720 ILCS 5/24-1, et seq.
- i) Any offense defined and prohibited by Article 25 (Mob Action) of the Criminal Code of 2012, 720 ILCS 5/25-1, et seq.
- j) Any offense defined and prohibited by Article 26 (Disorderly Conduct) of the Criminal Code of 2012, 720 ILCS 5/26-1, et seq.
- k) Any offense defined and prohibited by Article 28 (Gambling) of the Criminal Code of 2012, 720 ILCS 28-1, et seq.
- l) Any offense defined and prohibited by Article 31 (Interference with Public Officers) of the Criminal Code of 2012, 720 ILCS 5/31-1, et seq.
- m) Any offense defined and prohibited by Section 37-1 (Maintaining Public Nuisance) of the Criminal Code of 2012, 720 ILCS 5/37-1.
- n) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Transfer, Possession, and Consumption of Alcoholic Liquor; Restrictions) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20.
- o) Any offense defined and prohibited by the Cannabis Control Act, 720 ILCS 550/1, et seq.

- p) Any offense defined and prohibited by the Illinois Controlled Substances Act, 720 ILCS 570/1, et seq.
- q) Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 2012, 720 ILCS 5/8-1, et seq., which is relative to the commission of any of the aforesaid principal offenses.
- r) Any offense that constitutes a felony under state or federal law or Class A misdemeanor under state law.

8) The Tenant shall be entitled to the affirmative defense set forth in Section 9-106.2 of the Forcible Entry and Detainer Act, 735 ILCS 5/9-106.2, regarding domestic or sexual violence as those terms are defined in Section 10 of the Safe Homes Act, 765 ILCS 750/10, as amended, stalking as that term is defined in the Criminal Code of 2012, 720 ILCS 5/12-7.3, and dating violence, and Section 9-106.2 is incorporated herein by reference as though fully set forth.

9) Pursuant to 65 ILCS 5/1-2-1.5, as amended, no tenant, landlord, guest, neighbor, or other individual shall be penalized for the following:

a) contact made to the police or other emergency services, if (i) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (ii) the intervention of emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability.

b) an incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or

c) criminal activity or a violation of this code occurring in the dwelling unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest, or other party.

**12-4-1: Withholding Security Deposit; Statement of Damages; Liability of**

**Lessors.** A lessor of residential real property containing four (4) or more units, who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the leased property may not withhold any part of that deposit as compensation for property damage unless he has, within thirty (30) days of the date that the lessee vacated the premises, furnished to the lessee, delivered in person or by mail directed to his last known address, an itemized statement of the damage allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If estimated cost is given, the lessor shall furnish the lessee with paid receipts, or copies thereof, within thirty (30) days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section.

If no such statement and receipts, or copies thereof, are furnished to the lessee as required by this Section, the lessor shall return the security deposit in full within forty five (45) days of the date that the lessee vacated the premises.

Upon a finding by a Circuit Court that a lessor has refused to supply the itemized statement required by this Section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits provided, the lessor shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees.

**12-4-2: Transferee Liability.** In the event of a sale, lease, transfer or other direct or indirect disposition of residential real property, other than to the holder of a lien interest in such property, by a lessor who has received a security deposit or prepaid rent from a lessee, the transferee of such property shall be liable to that lessee for any security deposit, including statutory interest, or prepaid rent which the lessee has paid to the transferor. The transferor shall remain jointly and severally liable with the transferee to the lessee for such security deposit or prepaid rent.

**12-4-3: Interest to be Paid by Lessor on Security Deposits; Rate.** A lessor of residential real property, containing four (4) or more units, who receives a security deposit from a lessee to secure the payment of rent or compensation for damage to property shall pay interest to the lessee within thirty (30) days of termination of the lease agreement. Such interest shall be computed from the date of the deposit through the date of payment of the interest at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in this State, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement, on any deposit held by the lessor for more than six (6) months. Such interest rate shall be set forth in the rental agreement.

**12-4-4: Time for Payment.** The lessor shall, within thirty (30) days after the end of each twelve (12) month rental period, pay to the lessee any interest, by cash or credit to be applied to rent due, except when the lessee is in default under the terms of the lease.

**12-4-5: Application of Article.** This Article does not apply to any deposit made with respect to public housing.





## **Kovitz Shifrin Nesbit**

Kovitz Shifrin Nesbit is "The Condo Law Firm". Since our inception in 1983, we have focused our practice on condominium law, Common Interest Community Associations, landlord/tenant law, and the cooperative form of ownership. Additionally, we represent clients in business matters including real estate transactions, tax appeals, and estate planning. We have four office locations, serving hundreds of clients and thousands of associations throughout Illinois and Wisconsin. Our attorneys are also licensed in Arizona, Florida, Missouri, and Wisconsin.

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