

RESIDENTIAL LANDLORD AND TENANT GUIDE



**Municipal Code of Chicago
Chapters 5-12 and 5-14**



City of Chicago



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**Amended through November 24, 2020*

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**This chapter was repealed and replaced by Council Journal of Proceedings, July 21, 2021, page 32835. Chapter 5-14 formerly pertained to protecting tenants in foreclosed rental properties.*

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.

(Prior code § 193.1-1; Added Council Journal of Proceedings, September 8, 1986, page 33771; Amend Council Journal of Proceedings, November 6, 1991, page 7196; Amend Council Journal of Proceedings, March 31, 2004, page 20916, § 3.22).

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 premises containing six units or fewer; provided, however, that Sections 5-12-130(j) and 5-12-160 shall apply to every rented dwelling unit in such premises 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.

(Prior code § 193.1-2; Added Council Journal of Proceedings, September 8, 1986, page 33771; Corrected Council Journal of Proceedings, September 12, 1986, page 33919; Amend Council Journal of Proceedings, November 6, 1991, page 7196; Amend Council Journal of Proceedings, September 4, 2003, page 7118, § 1; Amend Council Journal of Proceedings, June 11, 2008, page 29114, § 1; Amend Council Journal of Proceedings, July 22, 2020, page 18933, § 1).

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) “Periodic tenancy” means a tenancy that continues for successive periods, whether month-to-month or otherwise, unless the landlord or tenant takes affirmative action to terminate the tenancy pursuant to this section.

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

(f) “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.

(g) "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.

(h) "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.

(i) "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.

(j) "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.

(Prior code § 193.1-3; Added Council Journal of Proceedings, September 8, 1986, page 33771; Corrected Council Journal of Proceedings, September 12, 1986, page 33919; Amend Council Journal of Proceedings, November 6, 1991, page 7196; Amend Council Journal of Proceedings, May 12, 2010, page 91084, § 1; Amend Council Journal of Proceedings, July 22, 2020, page 18933, § 2).

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.

(Prior code § 193.1-4; Added Council Journal of Proceedings, September 8, 1986, page 33771; Amend Council Journal of Proceedings, November 6, 1991, page 7196; Amend Council Journal of Proceedings, June 5, 2013, page 55787, § 3).

* *Editor's note: Per Council Journal of Proceedings, June 5, 2013, page 55787, § 6, the text of paragraph (a) reading "...including Section 7-28-850" becomes effective on December 2, 2013.*

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.

(Prior code § 193.1-5; Added Council Journal of Proceedings, September 8, 1986, page 33771; Amend Council Journal of Proceedings, November 6, 1991, page 7196).

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.

5-12-06 REMEDIES FOR IMPROPER DENIAL OF ACCESS CONT.

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.

(Prior code § 193.1-6; Added Council Journal of Proceedings, September 8, 1986, page 33771; Amend Council Journal of Proceedings, November 6, 1991, page 7196).

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.

(Prior code § 193.1-7; Added Council Journal of Proceedings, September 8, 1986, page 33771; Amend Council Journal of Proceedings, November 6, 1991, page 7196).

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.

(Prior code § 193.1-8; Added Council Journal of Proceedings, September 8, 1986, page 33771; Corrected Council Journal of Proceedings, September 12, 1986, page 33919; Amend Council Journal of Proceedings, November 6, 1991, page 7196; Amend Council Journal of Proceedings, May 14, 1997, page 45166; Amend Council Journal of Proceedings, March 31, 2004, page 20916, § 3.23; Amend Council Journal of Proceedings, May 12, 2010, page 91084, § 1; Amend Council Journal of Proceedings, July 28, 2010, page 97304, § 1.)

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.

(Added Council Journal of Proceedings, May 14, 1997, page 45166; Amend Council Journal of Proceedings, May 14, 2008, page 26210, § 25).

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.

(Added Council Journal of Proceedings, May 14, 1997, page 45166).

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.

(Prior code § 193.1-9; Added Council Journal of Proceedings, September 8, 1986, page 33771; Corrected Council Journal of Proceedings, September 12, 1986, page 33919; Amend Council Journal of Proceedings, November 6, 1991, page 7196.)

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.

(Added Council Journal of Proceedings, October 8, 2008, page 39857, § 2).

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 administrative hearing proceeding pursuant to Section 14A-3-301.2.2 of this 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 administrative hearing 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.

(Prior code § 193.1-10; Added Council Journal of Proceedings, September 8, 1986, page 33771; Corrected Council Journal of Proceedings, September 12, 1986, page 33919; Amend Council Journal of Proceedings, November 6, 1991, page 7196; Amend Council Journal of Proceedings, April 10, 2019, page 100029, Article II, § 82).

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.

(Added Council Journal of Proceedings, June 5, 2013, page 55787, § 3).

* *Editor's note: Per Council Journal of Proceedings, June 5, 2013, page 55787, § 6, § 5-12-101 becomes effective on December 2, 2013.*

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 alarms, 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 peepholes;
- 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(f)(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.

(Prior code § 193.1-11; Added Council Journal of Proceedings, September 8, 1986, page 33771; Corrected Council Journal of Proceedings, September 12, 1986, page 33919; Amend Council Journal of Proceedings, November 6, 1991, page 7196; Amend Council Journal of Proceedings, September 6, 2017, page 55278, Article VI, § 5).

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.

(Prior code § 193.1-12; Added Council Journal of Proceedings, September 8, 1986, page 33771; Amend Council Journal of Proceedings, November 6, 1991, page 7196).

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 the landlord's intention to terminate the rental agreement if rent is not so paid, the landlord may terminate the rental agreement. Provided, however, that at any time prior to the issuance of any order of possession or an eviction order made pursuant to Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/9-101, et seq., the tenant has a one-time right to cure the non-payment of rent by paying the landlord unpaid rent, duly owed from the date of the notice of termination to the date of payment, together with all filing fees and costs paid by the landlord and all fees and costs expended by the landlord for service of process, but not including attorney's fees.

If the tenant so cures, then the case shall be dismissed upon motion by either the landlord or the tenant.

If a landlord does not provide a total amount due, the tenant shall be obligated to provide only the amount of rent due from the notice to the date of judgment. 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. Provided that the tenant is not in the process of exercising the one-time right to cure non-payment of rent under Section 5-12-130(a) and if the landlord otherwise accepts the rent due knowing that there is a default in payment of rent by the tenant, the landlord thereby waives the 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 terminated the rental agreement under Section 5-12-130(a), (b), or (d), or that the dwelling unit has not been deemed abandoned under Section 5-12-130(e) hereof, the following notice requirements shall apply:

(1) For any residential tenancy of less than six months, 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 to terminate a periodic tenancy, not renew a fixed-term rental agreement or increase the rental rate. 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 written notice is given to the tenant, regardless of the termination date specified in the notice or in an existing rental agreement. During such occupancy, 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; 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.

(2) For any residential tenancy of six months to three years, the landlord shall notify the tenant in writing at least 60 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement or increase the rental rate. 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 written notice is given to the tenant, regardless of the termination date specified in the notice or in an existing rental agreement. During such occupancy, 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; 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.

(3) For any residential tenancy greater than three years, the landlord shall notify the tenant in writing at least 120 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement or increase the rental rate. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for up to 120 days after the date on which written notice is given to the tenant, regardless of the termination date specified in the notice or in an existing rental agreement. During such occupancy, 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; 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 120-day period shall be at the rate established on the last date that a full rent payment was made.

(Prior code § 193.1-13; Added Council Journal of Proceedings, September 8, 1986, page 33771; Amend Council Journal of Proceedings, November 6, 1991, page 7196; Amend Council Journal of Proceedings, July 22, 2020, page 18933, § 3; Amend Council Journal of Proceedings, November 24, 2020, page 23985, § 3.)

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 per month for any amount in excess of \$500.00 in monthly rent for the late payment of rent;

(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 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.

(Prior code § 193.1-14; Added Council Journal of Proceedings, September 8, 1986, page 33771; Corrected Council Journal of Proceedings, September 12, 1986, page 33919; Amend Council Journal of Proceedings, November 6, 1991, page 7196.)

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.

(Prior code § 193.1-15; Added Council Journal of Proceedings, September 8, 1986, page 33771; Amend Council Journal of Proceedings, November 6, 1991, page 7196).

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.

(Prior code § 193.1-16; Added Council Journal of Proceedings, September 8, 1986, page 33771; Amend Council Journal of Proceedings, November 6, 1991, page 7196).

5-12-170

**SUMMARY OF ORDINANCE ATTACHED
TO RENTAL AGREEMENT**

The Commissioner of Housing 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.

(Prior code § 193.1-17; Added Council Journal of Proceedings, September 8, 1986, page 33771; Amend Council Journal of Proceedings, November 6, 1991, page 7196; Amend Council Journal of Proceedings, May 14, 1997, page 45166; Amend Council Journal of Proceedings, October 1, 2003, page 9163, § 4.13; Amend Council Journal of Proceedings, November 19, 2008, page 47220, Article VIII, § 1; Amend Council Journal of Proceedings, November 17, 2010, page 106597, Article IX, § 5; Amend Council Journal of Proceedings, November 26, 2013, page 67481, Article I, § 16; Amend Council Journal of Proceedings, November 14, 2018, page 90308, Article I, § 30).

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.

(Added Council Journal of Proceedings, November 6, 1991, page 7196).

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.

(Prior code § 193.1-18; Added Council Journal of Proceedings, September 8, 1986, page 33771; Amend Council Journal of Proceedings, November 6, 1991, page 7196).

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.

(Prior code § 193.1-19; Added Council Journal of Proceedings, September 8, 1986, page 33771; Amend Council Journal of Proceedings, November 6, 1991, page 7196).

MUNICIPAL CODE CHAPTER 5-14.***KEEP CHICAGO RENTING.**

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**This chapter was repealed and replaced by Council Journal of Proceedings, July 21, 2021, page 32835. Chapter 5-14 formerly pertained to protecting tenants in foreclosed rental properties.*

5-14-010**TITLE, PURPOSE, AND SCOPE**

This chapter shall be known and may be cited as the “Keep Chicago Renting Ordinance” and shall be liberally construed and applied to promote its purposes and policies.

In order to protect and promote the health, safety, and welfare of its residents and mitigate the damaging effects on our communities of foreclosures, which individually are catastrophic for the families and tenants who lose their homes, and collectively can economically destabilize an otherwise healthy neighborhood, by causing building abandonment, excessive vacancy, declines in property values, and a perception of a neighborhood as being unworthy of investment, it is the purpose of this chapter and the policy of the City to preserve, protect, maintain, and improve rental property and prevent occupied buildings from becoming vacant after foreclosures.

Nothing in this chapter shall affect the obligation to provide notice of termination of a tenancy as required by any applicable law governing actions for possession.

(Added Council Journal of Proceedings, July 21, 2021, page 32835, § 2).

5-14-020**DEFINITIONS**

For purposes of this chapter, the following definitions apply:

“Bona fide third-party purchaser” means any person who, through an arms length transaction, purchases, or is otherwise transferred title to, a foreclosed rental property from an owner. A “bona fide purchaser” shall not include any person who had a mortgage lien on the foreclosed rental property during the foreclose procedure. A mortgagee shall also include the mortgagee’s subsidiary, parent, trustee, nominee, agent, or assignee.

“Commissioner” means the Commissioner of Housing, or the Commissioner’s designee.

“Cooperative building” means a building or buildings and the tract, lot, or parcel on which the building or buildings are located and fee title to the land and building or buildings is owned by a corporation or other legal entity in which the shareholders or other co-owners each also have a long-term proprietary lease or other long-term arrangement of exclusive possession for a specific unit of occupancy space located within the same building or buildings.

“Dwelling unit”, “rental agreement”, “rent” and “tenant” have the meanings ascribed to those terms in Section 5-12-030.

“Foreclosed rental property” means:

(a) (1) a building containing one or more dwelling units that are used as rental units, including a single-family house; or (2) a dwelling unit that is subject to either the Condominium Property Act or the Common Interest Community Association Act that is used as a rental unit;

(b) for which legal and equitable interests in the building or dwelling unit were terminated by a foreclosure action pursuant to the Illinois Mortgage Foreclosure Law; and

(c) one or more of the rental units are occupied on the date a person becomes the owner.

A “foreclosed rental property” does not include a dwelling unit in a cooperative building.

“Owner” means any person who alone, or jointly or severally with others, is: (a) pursuant to a judicial sale of a foreclosed rental property, the purchaser of the foreclosed rental property after the sale has been confirmed by the court; or (b) a mortgagee which has accepted a deed in lieu of foreclosure or consent foreclosure on a foreclosed rental property; or (c) a purchaser of the dwelling unit during the pendency of a foreclosure action pursuant to the Illinois Mortgage Foreclosure Law. “Owner” includes the owner and the owner’s agent if the agent is responsible for managing, controlling, or collecting rents for the foreclosed rental property.

“Principal residence” means the primary residence of, and occupied on a regular basis by, a person who is a tenant.

“Qualified tenant” means a person who: (a) is a tenant in a foreclosed rental property on the day that a person becomes the owner of that property; and (b) has a bona fide rental agreement to occupy the rental unit as the tenant’s principal residence. For purposes of this definition:

(1) a rental agreement shall be considered bona fide only if:

(i) the mortgagor, or any child, spouse, or parent of the mortgagor residing in the same dwelling unit with the mortgagor, is not the tenant;

(ii) the rental agreement was a result of an arms-length transaction; and

(iii) the rental agreement, at the time it was entered into, required the receipt of rent that was not substantially less than fair market rent for the property, or the rental unit’s rent is reduced or subsidized due to a government subsidy.

(2) “Mortgagor” means: (i) the person whose interest in the real estate was the subject of a mortgage and that person’s legal and equitable interests in the real estate was terminated by a foreclosure pursuant to the Mortgage Foreclosure Law, 735 ILCS 5/15-1101; or (ii) any person claiming any legal or equitable interest in the real estate through a mortgagor as a successor. Where a mortgage is executed by a trustee of a land trust, the mortgagor is the trustee and not the beneficiary or beneficiaries.

“Rental unit” means any dwelling unit which is held out for rent to tenants.

“Unlawful conversion” means any dwelling unit that is an illegal or unlawful conversion, as that term is defined in Section 17-17-0240.5.

“Unlawful hazardous unit” means a dwelling unit for which an order to vacate the dwelling unit, or the building in which the dwelling unit is located, has been issued by: (a) a judge of a court of competent jurisdiction; or (b) a person authorized to issue an order to vacate pursuant to Section 14A-3-307, or any other applicable section, of the Code. “Unlawful hazardous unit” also means a dwelling unit as to which a proceeding is pending in a court of competent jurisdiction for an order to vacate or close the dwelling unit or the building in which the dwelling unit is located.

(Added Council Journal of Proceedings, of Proceedings, July 21, 2021, page 32835, § 2).

5-14-030

EXCLUSIONS

This chapter shall not apply to:

- (a)** an owner of a foreclosed rental property who was the owner prior to the effective date of this chapter;
- (b)** any bona fide third-party purchaser;
- (c)** a person appointed as a receiver and issued, or assigned, a Receiver’s Certificate under 65 ILCS 5/11-31-2 or 765 ILCS 605/14.5 who becomes an owner due to the foreclosure on the Receiver’s Certificate;
- (d)** an owner who will occupy the rental unit as the person’s principal residence;
- (e)** a bona fide not-for-profit in existence continuously for a period of five years immediately prior to becoming the owner of the rental unit and whose purpose is to provide financing for the purchase or rehabilitation of affordable housing.

(Added Council Journal of Proceedings, July 21, 2021, page 32835, § 2).

5-14-035

ACTING IN GOOD FAITH

All parties participating in the process governed by this chapter shall operate in good faith. Indications of participating in good faith include, but are not limited to, the following:

- (a)** An owner’s rental agreement offer, along with any modified rental agreement offers, shall be presented in writing with language that is plain and clear and is designed and organized so that it is easy to read and understand.
- (b)** An owner shall comply in a timely fashion with any reasonable request for information requested by the occupants or tenants.
- (c)** An owner may not use or demand any payment, fees, or costs, other than those allowed under Section 2-44-120, Chapter 5-10, Chapter 5-12, and Section 13-72-060 of this Code, to refuse to present, negotiate, or accept a rental agreement.
- (d)** An owner may not use any report, record, transcript, or proceeding to refuse to present, offer, negotiate, or accept a rental agreement, unless the documents indicate clear evidence of a danger to the health, safety, and welfare of the property’s occupants, the public, or first responders, subject to Section 5-14-050(a)(2).

(e) Parties are to act with honesty in fact and the observance of reasonable standards of fair dealing in the negotiations, in so much as the party is acting within the limits of any education, knowledge, experience, and resources that party can access in their dealing with the other party.

(f) Parties are to avoid intentionally engaging in any act that uses or employs any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression, or omission of any material fact.

(g) All parties shall make their own contact information available to the other party.

(Added Council Journal of Proceedings, July 21, 2021, page 32835, § 2).

5-14-040

NOTICE TO OCCUPANTS

(a) (1) No later than 21 days after a person becomes the owner of a foreclosed rental property, the owner shall make a good faith effort to ascertain the identities and addresses of all occupants of the rental units in the foreclosed rental property and notify, in writing, all occupants of such rental units that, under certain circumstances, the occupants may be eligible for relocation assistance. The notice shall be given in Arabic, Chinese (simplified), Chinese (traditional), English, Filipino, Hindi, Korean, Polish, and Spanish and be as follows:

“This Is Not A Notice To Vacate The Premises. You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any right that you may have.

Pursuant to the City of Chicago’s Keep Chicago Renting Ordinance, if you are a qualified tenant you may be eligible for relocation assistance in the amount of \$10,600 unless the owner negotiates in good faith for a new rental agreement, offers you a new rental agreement, and you accept the offer, in writing, for a new rental agreement. **YOU MAY REJECT THE OFFER OF A NEW RENTAL AGREEMENT AND STILL RECEIVE \$10,600 IN RELOCATION ASSISTANCE.**

If you are eligible as a qualified tenant and the owner fails to pay you the relocation assistance that is due, you may bring a private cause of action in a court of competent jurisdiction seeking compliance with the Keep Chicago Renting Ordinance, Chapter 5-14 of the Municipal Code of Chicago, and the prevailing plaintiff shall be entitled to recover, in addition to any other remedy available, his damages and reasonable attorney’s fees.

You may go to the City of Chicago Department of Housing’s website for additional information regarding your rights and obligations under the Ordinance or phone the City of Chicago’s 311 Service Center to file a complaint.”

The notice shall also include the name, address, and telephone number of the owner, property manager, or owner’s agent who is responsible for the foreclosed rental property and the date the notice was sent.

(2) If the owner ascertains the identity of an occupant more than 21 days after becoming the owner, the owner shall provide the notice within seven days of ascertaining the identity of the occupant.

(3) The written notice required by this section shall be served by:

(A) delivering a copy of the notice to the occupant;

(B) leaving a copy of the notice with some person of the age of 13 years or older who is residing in the occupant's rental unit; or

(C) sending a copy of the notice by first class or certified mail, return receipt requested, to each occupant, addressed to the occupant.

(b) The owner shall attach to each notice required by subsection (a) a Tenant Information Disclosure Form, in a form prescribed by rule. No later than 21 days after the receipt of the notice, the occupant may complete and return the Tenant Information Disclosure Form to the person and address indicated on the Form. The failure of an occupant to return the Tenant Information Disclosure Form does not relieve the owner of any obligation to either: (i) extend or renew the tenant's rental agreement, or provide a rental agreement for a replacement rental unit, whichever is applicable; or (ii) pay the relocation assistance fee.

(c) In addition to the notice required in subsection (a), no later than 21 days after a person becomes the owner of a foreclosed rental property, the owner shall post a written notice on the primary entrance of each foreclosed rental property which sets forth the disclosures in subsection (a).

(d) Any owner who fails to comply with this section shall not collect rent due and owing from any occupant until the owner has served the notices required by this section.

(Added Council Journal of Proceedings, July 21, 2021, page 32835, § 2).

5-14-050 QUALIFIED TENANT RELOCATION ASSISTANCE

(a) (1) Except as provided in subsection (a)(2), the owner of a foreclosed rental property shall pay a one-time relocation assistance fee of \$10,600 to a qualified tenant unless the owner negotiates in good faith for a new rental agreement that lasts at least 12 months, offers such qualified tenant a new rental agreement according to these terms, and the qualified tenant accepts the owner's offer in writing.

(2) For any unlawful hazardous unit or unlawful conversion occupied by a qualified tenant, the owner shall pay a one-time relocation assistance fee of \$10,600 to the qualified tenant unless the owner in good faith offers, and the qualified tenant accepts the owner's offer of, a rental agreement at a replacement rental unit. The replacement rental unit may be located either in the same foreclosed rental property or at another location.

(3) No later than 21 days after the date upon which the tenant returns or should have returned the Tenant Information Disclosure Form pursuant to Section 5-14-040, the owner shall: (i) send a written notice to a qualified tenant advising the qualified tenant that the owner is paying the required relocation fee;

or (ii) negotiate in good faith and offer to the qualified tenant a new rental agreement or rental agreement for a replacement rental unit, whichever is applicable, which the tenant accepts in writing. All notices or offers shall clearly show the date the offer or notice was sent.

If a qualified tenant fails to respond to, or rejects, the owner's good faith offer of a new rental agreement, or a rental agreement for a replacement rental unit, whichever is applicable, within 21 days of receipt of the offer, or if the qualified tenant meets the criteria for an extended response time, as established by rule, within 42 days of the offer, the owner shall not be liable to such tenant for the offered new rental agreement; provided that a qualified tenant's rejection of or failure to respond to the owner's offer for a replacement rental unit pursuant to subsection (a)(2), or rejection of or failure to respond to a good faith offer pursuant to subsection (a)(1), shall not affect the tenant's right to the payment of a relocation fee.

(b) The owner shall pay the relocation fee to the qualified tenant no later than seven days after the day of complete vacation of the rental unit by the qualified tenant. The relocation fee shall be paid by certified or cashier's check payable to the qualified tenant.

(c) The relocation fee shall be in addition to any damage, deposit, or other compensation or refund to which the qualified tenant is otherwise entitled.

(d) The owner may deduct from the relocation fee all rent due and payable for the rental unit occupied by the qualified tenant prior to the date on which the rental unit is vacated, unless such rent has been validly withheld or deducted pursuant to state, federal, or local law. The owner shall not retain all or any part of the relocation fee for the payment of any other amount, including without limitation, for any damage to the premises or for any other violation or breach of a rental agreement.

(e) The owner shall not be liable to pay the relocation fee to any qualified tenant:

(1) who accepts a written rental agreement from the owner; or

(2) against whom the owner has obtained a judgment for possession of the rental unit.

(f) In addition to any other fine or penalty provided and in addition to a relocation assistance fee, if an owner fails to comply with this section, the qualified tenant shall be awarded damages in an amount equal to two times the relocation assistance fee for each violation of this section. This subsection does not preclude the qualified tenant from recovering other damages to which the qualified tenant may be entitled under this chapter.

(g) The owner shall comply with this section until the foreclosed rental property is sold or otherwise transferred to a bona fide third-party purchaser or the process required under this section of providing relocation assistance or negotiating a new rental agreement is complete.

(h) Nothing in this section shall be construed as prohibiting an owner from exercising any right to evict a tenant for cause. If a qualified tenant is evicted for cause, the owner shall not be liable for any relocation assistance provided under this section.

(Added Council Journal of Proceedings, July 21, 2021, page 32835, § 2).

5-14-060 REGISTRATION OF FORECLOSED RENTAL PROPERTY

(a) No later than 30 days after becoming the owner of a foreclosed rental property, the owner shall register such property with the Commissioner.

The registration shall be in a form and manner prescribed by the Commissioner and shall contain the following information:

(1) name, address, and telephone number of the owner;

(2) address of the foreclosed rental property;

(3) if more than one rental unit is located in the foreclosed rental property, the number of rental units in the property, and whether each rental unit was occupied by a known tenant at the time the person became the owner. If occupied by a known tenant, the name and address of each known tenant;

(4) if the foreclosed rental property consists of only one rental unit, the name of the known tenant at the time the person became the owner;

(5) name, address, and telephone number of the owner's agent for the purpose of managing, controlling or collecting rents and any other person not an owner who is controlling such property, if any;

(6) name, address, and telephone number of a natural person 21 years of age or older, designated by the owner as the authorized agent for receiving notices of Code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner in connection with the enforcement of this Code. This person must maintain an office or actually reside in Cook County, Illinois. An owner who is a natural person and who meets the requirements of this subsection as to location of residence or office may designate himself as agent;

(7) an affidavit signed by the owner which lists, by rental unit, all the qualified tenants at the time the person became the owner; and

(8) any other pertinent information reasonably required by the Commissioner. The owner shall make available within 10 business days all information requested by the Commissioner.

By designating an authorized agent under the provisions of this section, the owner is consenting to receive any and all notices of Code violations concerning the property and all process in any court proceeding or administrative enforcement proceeding brought to enforce Code provisions concerning the property by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the Commissioner of a change of authorized agent or until a change in information pursuant to subsection (c). Any owner who fails to register under this section shall further be deemed to consent to receive, by posting at the foreclosed rental property, any and all notices of Code violations and all process in an administrative proceeding brought to enforce Code provisions concerning the property.

(b) If any other change in any information required under this section occurs at any time, the owner shall file with the Commissioner a statement indicating the nature and effective date of the change within 10 days after the change takes effect.

(c) If the foreclosed rental property is sold or otherwise transferred to a bona fide third-party purchaser, the owner shall, within 10 days of such sale or transfer, notify the Commissioner in writing in a form and manner prescribed by the Commissioner.

(d) The registration statement shall be deemed *prima facie* proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner.

(e) In the event that the foreclosed rental property becomes vacant after registration pursuant to this section, the owner shall comply with the vacant building registration requirements of Chapter 14X-12.

(Added Council Journal of Proceedings, July 21, 2021, page 32835, § 2).

5-14-070

RIGHTS, OBLIGATIONS, AND REMEDIES

A tenant may bring a private cause of action in a court of competent jurisdiction seeking compliance with Sections 5-14-040 and 5-14-050 and the prevailing plaintiff shall be entitled to recover, in addition to any other remedy available, his damages and reasonable attorney's fees; provided, however, that only the City of Chicago may enforce Section 5-14-060.

The rights, obligations, and remedies set forth in this chapter shall be cumulative and in addition to any others available at law or in equity.

(Added Council Journal of Proceedings, July 21, 2021, page 32835, § 2).

5-14-080

WAIVER OF RIGHTS IN RENTAL AGREEMENTS - PROHIBITED

No rental agreement offered or entered into by an owner after the effective date of this chapter for a rental unit located in a foreclosed rental property may provide that a tenant agrees to waive or forego the rights and remedies provided under this chapter and any such provision included in a rental agreement is unenforceable.

(Added Council Journal of Proceedings, July 21, 2021, page 32835, § 2).

5-14-090

ADMINISTRATION AND ENFORCEMENT OF CHAPTER

The Commissioner and the Commissioner of Business Affairs and Consumer Protection shall administer this chapter and may adopt rules for the effective administration of this chapter. The Commissioner and the Commissioner of Business Affairs and Consumer Protection shall consult and cooperate with each other in the implementation, administration, and enforcement of this chapter.

The Commissioner or the Commissioner of Business Affairs and Consumer Protection shall enforce any provision of this chapter by instituting an action with the Department of Administrative Hearings or by the Corporation Counsel through an injunction or any other suit, action, or proceeding at law or in equity in a court of competent jurisdiction.

The Commissioner shall prescribe by rule a Tenant Information Disclosure Form and develop a summary which clearly explains a tenant's rights and obligations under this chapter. The summary shall be posted on the Department of Housing's website.

Any information, receipt, notice, or other document required under this chapter shall be open for inspection and review by the Commissioner or the Commissioner of Business Affairs and Consumer Protection at any reasonable time.

(Added Council Journal of Proceedings, July 21, 2021, page 32835, § 2)

5-14-100**VIOLATION — PENALTIES — LIABILITY**

Unless otherwise provided, any person found guilty of violating this chapter, or any rule promulgated hereunder, shall be fined not less than \$500.00 nor more than \$1,000.00. Each failure to comply with this chapter with respect to each person shall be considered a separate offense. Each day that a violation exists shall constitute a separate and distinct offense.

With regard to any violation of this chapter by a corporation, all officers and directors thereof who may be responsible for any violation of this chapter shall, except as otherwise specifically prohibited or negated by law, be liable as provided in Section 1-4-090(e) of this Code for all fines, costs, fees, and penalties imposed on a corporation pursuant to this chapter.

Liability for violations of this chapter shall be joint and several.

(Added Council Journal of Proceedings, July 21, 2021, page 32835, § 2).



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