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# RESIDENTIAL LANDLORD AND TENANT LAW

Agreements to rent residential housing located in the City of Evanston and the City of Chicago are generally governed by the respective city's landlord and tenant ordinance.

The information below will introduce you to each city's respective landlord and tenant ordinance. It consists of select provisions of the law and is intended for informational purposes only. However, links to the complete ordinances are provided.

If you have a dispute with your landlord, you are strongly encouraged to **schedule an appointment with the Student Legal Services Office** [by emailing Bianca Allen](#) to discuss your situation with the attorney. Seeking legal advice is particularly important if you intend to assert certain remedies available under the applicable ordinance — such as withholding rent or moving out — because many of the remedies require strict compliance with technical requirements.

The attorney will analyze your situation and provide you with both practical and legal advice. In many cases, disputes can be resolved informally without any legal action.

Please bring a copy of your lease to your meeting with the attorney. You should also bring other documents such as notices, letters, or photographs relevant to your dispute.

## 1.0 The Landlord and Tenant Agreement: The Lease

A *lease* is a written or verbal agreement between the owner of the property or the owner's agent ("landlord" or "lessor") and the person seeking to rent the property ("tenant" or "lessee") through which the landlord agrees to give exclusive possession of the property for a specific period of time to the tenant, and the tenant agrees to pay rent to the landlord.

The typical term for a residential lease in Evanston and Chicago is 12 months.

## 1.1 Leasing Residential Property Located in the City of Evanston

The City of Evanston requires the parties to execute a written lease. A model written lease agreement that complies with Evanston's landlord and tenant ordinance is available for your reference at the bottom of Evanston's website: [City of Evanston Model Lease Agreement](#). Your landlord may use a proprietary lease agreement.

## 1.2 Leasing Residential Property Located in the City of Chicago

The City of Chicago does not require the parties to execute a written lease and, unlike the City of Evanston, Chicago does not make a model lease agreement available. Chicago does require the landlord to make certain written disclosures regardless of whether or not a written lease is executed.

## 1.3 The Laws that Govern the Residential Landlord and Tenant Relationship

The City of Evanston and the City of Chicago have respectively enacted an ordinance to govern leases of residential property located within each municipality's city limits. Accordingly, the address of the leased premises will dictate what jurisdiction's ordinance governs. The ordinances supersede state law and impose obligations and remedies on both, the landlord and the tenant.

## 2.0 RESIDENTIAL LANDLORD AND TENANT LAW IN THE CITY OF EVANSTON

The City of Evanston's landlord and tenant law is titled the *Residential Landlord and Tenant Ordinance*, or the "ERLTO." A PDF copy of the complete ERLTO is available at the bottom of the City of Evanston's website, here: [City of Evanston Landlord and Tenant Ordinance](#).

**Note: all code provisions cited in this section refer to the City of Evanston's Residential Landlord and Tenant Ordinance.**

### 2.1 The Scope of the City of Evanston's Residential Landlord and Tenant Ordinance

The ERLTO governs most, but not all, residential living arrangements within Evanston's city limits. Generally, leases of apartments, condominiums, and houses from private non-institutional landlords are covered by the ERLTO. Exclusions are outlined in subsections 5-3-1(D)(2)(a)-(e).

### 2.2 Tenant Obligations and Landlord Remedies Under the ERLTO

Tenant obligations and respective landlord remedies for non-compliance are as follows:

- The tenant cannot change the number of occupants living in the premises without amending the lease. (5—3—3-1)
- The tenant must maintain the premises in a safe and clean condition; use the premises in a reasonable manner without deliberately or negligently destroying the premises; not engage in unlawful conduct; and not disturb the neighbors. (5—3—4-1)
- The tenant must comply with all lease provisions and the ERLTO. However, the landlord can only enforce the lease provisions that promote convenience, safety or welfare of the tenants in the premises; that preserve the property from abuse or make a fair distribution of services and facilities; that are reasonably related to the lease; that apply to all tenants in the premises in a fair manner; that are clear to understand; that are not designed to allow landlord to escape landlord's obligations; and that the tenant has notice of at the commencement of the lease term. (5—3—4-2(A))
- The tenant must comply with rules adopted after the lease has been executed, however, the new rules must be in writing and, if the rules substantially modify the lease, the landlord can enforce them only upon tenant's written consent. (5—3—4-2(B))
- The tenant must occupy the premises only as a dwelling unit, unless otherwise agreed.

**Landlord Remedy for Tenant Non-Compliance:** The landlord may choose to terminate the lease for tenant's material non-compliance. Material non-compliance may include a more serious single violation or repeated minor violations of tenant's obligations. (5—3—2)

- The tenant must give landlord access to the premises. However, landlord must give tenant at least 2 days' notice of intent to enter — except in emergencies or when it would be impractical to do so. (5—3—4-3)

**Landlord Remedy for Tenant Non-Compliance:** The landlord may terminate the lease or ask a court to compel access. The landlord may also recover damages and reasonable attorney's fees. (5—3—8-2(A))

**Tenant Remedy for Unlawful Entry by Landlord or for Repeated Access Demands That Have the Effect of Harassing Tenant:** The tenant may terminate the lease or ask a court to stop the recurrence of landlord's unlawful conduct. Tenant may also recover up to 2 months' rent or twice the amount of actual damages (whichever is greater) plus reasonable attorney's fees. (5—3—8-2(B)) *[Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.]*

- The tenant must vacate the premises upon the expiration of the lease term. (5—3—8-1)

**Landlord Remedy for Tenant Non-Compliance:** Unless tenant has landlord's consent to remain on the premises after the lease term has expired, landlord may seek to evict tenant. If tenant failed to surrender the premises willfully, the landlord may recover not more than 2 months' rent or twice the damages sustained by landlord (whichever is greater) plus reasonable attorney's fees. (5—3—8-1)

## 2.3 General Landlord Obligations and Tenant Remedies Under the ERLTO

The ERLTO imposes obligations on the landlord and provides remedies against the landlord for non-compliance. The landlord's general obligations and respective tenant remedies are as follows:

### 2.3.1 Landlord Must Make Certain Disclosures to Tenant

- The landlord must make certain written disclosures to tenant: The landlord must provide the landlord's, or the agent's, name, address and a 24-hour telephone number. The landlord must also provide the owner's name and address, or the name and address of the person authorized to accept service of process, notices, and demands. The landlord must keep this information current. (5—3—5-2)
- The landlord must disclose code violations which have been cited by the City of Evanston for the leased premises and common areas. Code violation disclosures must be made before the tenant enters into the initial lease and before the tenant renews the lease. (5—3—5-2)

**Tenant Remedy for Landlord Non-Compliance with Disclosure of Code Violations:** If landlord fails to disclose code violations, tenant may seek to terminate the lease (5—3—7-1(A)) or to withhold an amount that reasonably reflects the reduced value of the premises from the monthly rent (5—3—7-3(A)2). [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.*]

- The landlord must provide tenant with a copy of the current U.S. Environmental Protection Agency pamphlet on lead-based paint. And, landlord must disclose any known lead hazards. (5—3—5-5)

**Tenant Remedy for Landlord Non-Compliance:** The ERLTO does not provide an express remedy. However, a court may find the failure to comply with the lead-based paint pamphlet requirement as a material non-compliance with the ERLTO. (5—3—2)

- The landlord is required to attach a current copy of the ERLTO to the lease at the commencement of the initial lease term or when the lease term is renewed. (5—3—10(A))

**Tenant Remedy for Landlord Non-Compliance:** If landlord violates this provision, and if tenant, in a legal proceeding, establishes that landlord failed to attach a copy of the ERLTO to the lease, tenant will recover \$200 in damages plus reasonable attorney’s fees. (5—3—10(B))

### 2.3.2 Landlord Is Prohibited from Including Certain Provisions in the Lease

The landlord may not make certain provisions part of the lease (5—3—3-3(A)):

- Provisions that take away rights and remedies available to tenant under the ERLTO.
- Provisions that “confess judgment” on a claim arising out of the lease (“confess judgment” is a contractual term through which (in the landlord and tenant context) the tenant authorizes landlord to obtain a court judgment against tenant and to execute on that judgment without giving any notice to tenant).
- Provisions that limit landlord’s liability under the ERLTO or mandate tenant to indemnify landlord.

**Tenant Remedy for Landlord Non-Compliance:** Prohibited provisions cannot be enforced by the landlord. If the landlord deliberately uses a lease that contains a provision landlord knows is prohibited by the ERLTO, tenant may recover actual damages in the amount up to 2 months’ rent plus reasonable attorney’s fees. (5—3—3-3(B))

### 2.3.3 Landlord Is Required to Notify Tenant if Lease Will Not be Renewed

If the landlord does not intend to renew the lease, landlord must notify tenant of such intent in writing at least 30 days prior to the expiration of the lease. (5—3—8-3(A))

**Tenant Remedy for Landlord Non-Compliance:** The tenant may remain in the premises after the lease has expired for 2 months starting from the date the written notice is received by the tenant. (5—3—8-3(B)) *[Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.]*

### 2.3.4 Landlord Is Prohibited from Retaliating Against Tenant

The landlord is prohibited from increasing rent, decreasing services, bringing or threatening eviction, or refusing to renew the lease, because tenant reported a code violation to a government agency, complained to landlord about a condition landlord is required to repair, complained to landlord about landlord's failure to disclose code violations, or because tenant exercised or attempted to exercise the rights and remedies granted under the ERLTO. (5—3—9-1(A))

**Tenant Remedy for Landlord Non-Compliance:** The tenant may use the ERLTO's anti-retaliatory provision as a defense in any retaliatory action by the landlord against tenant for possession; as a remedy to recover possession or terminate the lease; and as an avenue to recover 2 months' rent or twice the amount of damages suffered (whichever is greater) plus reasonable attorney's fees. (5—3—9-1(B))

### 2.3.5 Landlord Is Prohibited from Resorting to Self-Help

- The landlord cannot knowingly interrupt or interfere with tenant's occupancy or access to the leased premises by plugging, changing, removing or adding any lock or latching device or blocking entrance to the premises; by interfering with services to the premises such as electricity, gas, water, telephone service; or by removing tenant's possessions from the premises; or by using force, or threat of violence, injury, or force to tenant or tenant's property; or by making the premises otherwise inaccessible or uninhabitable. (5—3—12-1)
- The landlord may temporary interrupt possession if necessary to make needed repairs or to conduct an inspection, but only as allowed by the ERLTO. (5—3—12-2)
- The landlord may recover possession of the premises (may evict tenant). To do so, landlord must initiate a court proceeding called a Forcible Entry and Detainer Action in compliance with the State of Illinois eviction statute (735 ILCS 5/9-101 *et seq.*). (5—3—12-2)

**Tenant Remedy for Landlord Non-Compliance:** The tenant may seek assistance from the Evanston Police Department because the ERLTO authorizes the arrest of any person who is found to have violated section 5—3—12-1 of the ERLTO by resorting to self-help. (5—3—12-3) Tenant may also seek relief from a court to recover possession of the premises or personal property, damages equal to 2 months' rent or twice the amount of actual damages (whichever is greater) plus reasonable attorney's fees. (5—3—12-4) Tenant may also seek to terminate the lease. (5—3—12-5) [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.*]

## 2.4 Landlord Obligations to Maintain the Premises and Tenant Remedies

The landlord must keep the premises in compliance with applicable City of Evanston regulations and must make repairs promptly. (5—3—5-3(A)) This obligation is continuous.

### **Tenant Remedy for Landlord Non-Compliance with Maintenance Obligations:**

- If landlord fails to maintain the premises and the failure is a material non-compliance, tenant may seek to terminate the lease or may initiate an action to recover damages and obtain a court order to compel landlord to act. (5—3—7-1) [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.*]
- If landlord fails to make prompt repairs as required by the ERLTO or the lease, and the reasonable cost of compliance is less than \$200.00 or an amount equal to 1/2 of monthly rent (whichever is greater), tenant may correct the condition and deduct the expense from the rent. (5—3—7-3(A)(1)). [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.*]
- If the condition has been cited as a code violation, tenant may withhold the amount which reasonably reflects the reduced value of the premises from monthly rent. (5—3—7-3(A)(2)) [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.*]

### **Tenant Remedy for Landlord’s Failure to Provide Essential Services:**

- Heat, running water, hot water, electricity, gas, and plumbing are considered “essential” services — some of which, if not all, your landlord is obligated to provide (e.g. running water). If the landlord fails to provide these essential services, tenant may terminate the lease or procure the services and deduct the cost from future monthly rent payments. Tenant may also recover damages for the reduced value of the premises and reasonable attorney’s fees, or procure substitute housing and recover the cost (up to the amount of the monthly rent) and reasonable attorney’s fees. (5—3—7-4(A)) [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.*]

## 2.5 Landlord Security Deposit Obligations and Tenant Remedies

- The landlord cannot ask tenant to pay a security deposit that is in excess of 1-1/2 months’ rent. The landlord is required to keep the security deposit in a federally insured interest-bearing account in a financial institution located in the State of Illinois, and landlord cannot treat the security deposit as

landlord's own property because the security deposit remains the property of the tenant. (5—3—5-1)

- The landlord must pay interest (either by cash or credit applied to rent) on the security deposit within 30 days after the end of each 12-month rental period.
- The landlord, upon termination of the lease and after tenant has vacated the premises, must, within 21 days after tenant has vacated, return the security deposit together with any interest due. However, landlord is allowed to apply the security deposit to any unpaid rent or damages, but only if, within 21 days after tenant has vacated the premises, the landlord sends tenant a written notice itemizing how the security deposit will be applied and the amount due. (5—3—5-1)

**Tenant Remedy for Landlord Non-Compliance:** If landlord fails to comply with the 21-day notice requirement, tenant may recover the security deposit plus damages in an amount equal to twice the amount wrongfully withheld by landlord plus reasonable attorney's fees. In other words, if, within 21 days, the landlord does not return the security deposit or does not provide a written notice itemizing why the security deposit will not be returned, tenant may sue the landlord for the return of the security deposit (or the portion improperly withheld), damages for twice the amount improperly withheld, plus reasonable attorney's fees. (5—3—5-1)

## 3.0 RESIDENTIAL LANDLORD AND TENANT LAW IN THE CITY OF CHICAGO

The title of the City of Chicago's ordinance is the *Residential Landlord and Tenant Ordinance*, or the "CRLTO." A PDF summary of the CRLTO as well as access to the full text is [available on the City of Chicago's website](#).

**Note: all code provisions cited in this section refer to the City of Chicago's Residential Landlord and Tenant Ordinance.**

### 3.1 The Scope of the City of Chicago's Residential Landlord and Tenant Ordinance

The CRLTO applies to leases of residential property located within Chicago's city limits, EXCEPT the following (5-12-020):

- Leases of premises located in an owner-occupied building that contains 6 units or less. Stated another way, the lease is outside the scope of the CRLTO if **(i)** the owner's building contains 6 units or less, and **(ii)** the owner lives in the building (e.g. owner occupied co-op or condominium; a 6 unit building and landlord lives in one of the units).
- Living arrangements such as stays in hotels, motels, and rooming houses (although exceptions may apply); school dorms; hospitals; nursing homes; and non-residential properties. For a complete list refer to [the CRLTO PDF summary](#).

### 3.2 Attorney's Fees Available to the Prevailing Plaintiff

The CRLTO allows the prevailing plaintiff to recover costs of suit and reasonable attorney's fees for any legal action arising out of the CRLTO commenced by plaintiff. (5-12-180) This fee-shifting provision does not apply to eviction actions commenced by the landlord.

### 3.3 Tenant Obligations and Landlord Remedies Under the CRLTO

The CRLTO imposes obligations on the tenant (5-12-040). Tenant must:

- Purchase and install working batteries in smoke and carbon monoxide detectors within tenant's apartment.
- Keep the unit safe and clean.

- Use all equipment and facilities in a reasonable manner.
- Not deliberately or negligently damage the premises.
- Comply with the lease.

**Landlord Remedy for Tenant Material Non-Compliance:** If tenant fails to comply with the CRLTO or the lease and the non-compliance is material, the landlord may terminate the rental agreement if tenant fails to correct the violation within 10 days after receiving notice from landlord. If tenant's non-compliance was willful, landlord may recover reasonable attorney's fees. (5-12-130(b))

**Landlord Remedy for Tenant Failure to Maintain Premises:** If tenant fails to maintain the premises, and the failure to maintain is a material non-compliance, landlord may ask tenant to remedy the condition within 14-days of receipt of written notice specifying the breach, and if tenant fails to do so, landlord may enter the premises to fix the condition. Landlord is allowed to seek reimbursement for costs of repair. (5-12-130(c))

- Not disturb other residents.

**Landlord Remedy for Disturbance of Neighbors:** If tenant disturbs neighbors within 60 days of receiving a notice for doing so, landlord may seek a court order to stop the conduct or terminate the lease. (5-12-130(d))

- Not unreasonably withhold landlord's access to the premises. But, landlord is prohibited from abusing this right to access and landlord must give tenant notice of not less than 2 days. (5-12-050)

**Landlord Remedy for Improper Denial of Access to Premises:** Landlord may ask a court to compel tenant to give landlord access or landlord can choose to terminate the lease. Landlord may also recover damages. (5-12-060)

**Tenant Remedy for Unlawful Access by Landlord:** If landlord makes an unlawful entry, or a lawful entry in an unreasonable manner, or makes repeated unreasonable demands for entry that have the effect of harassing tenant, tenant may ask a court to stop the conduct or terminate the lease. In either case, tenant may recover an amount equal to 1 month's rent or twice the damage sustained (whichever is greater). (5-12-060) *[Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.]*

## 3.4 General Landlord Obligations and Tenant Remedies Under the CRLTO

The CRLTO imposes obligations on the landlord and provides remedies against the landlord for non-compliance. The landlord's general obligations and respective tenant remedies are listed below.

### 3.4.1 Landlord Is Required to Make Certain Disclosures to Tenant

The CRLTO requires the landlord to make the following written disclosures at or before the commencement of the lease:

- Name, address, and telephone number of the owner or owner's agent, and of the person that is authorized to act on behalf of the owner to accept service of process, notices, and demands. This information must be kept current. (5-12-090)

**Tenant Remedy for Landlord Non-Compliance:** Tenant may terminate the lease. If tenant properly notifies landlord about non-compliance, and non-compliance continues, tenant must recover 2 months' rent or actual damages (whichever is greater). (5-12-090) [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.*]

The CRLTO requires the landlord to make the following disclosures at the time of the commencement of the lease and at the time of renewal:

- Code violations cited by the City of Chicago during the previous 12 months for the premises and the common areas and any pending code enforcement actions. (5-12-100(a))
- Notice(s) of intent by the City of Chicago or any utility provider to terminate water, gas, electrical, or other utility service to the premises or common areas. This is a continuous obligation. (5-12-100(b))

**Tenant Remedy for Landlord Non-Compliance:** Tenant may terminate the lease. If landlord continues to fail to comply after receiving proper notice, tenant must recover 2 months' rent or actual damages (whichever is greater). (5-12-090) [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.*]

- Attach a copy of the summary of the CRLTO to the written lease, or provide a copy of the summary of the CRLTO if the lease is oral. (5-12-170)

**Tenant Remedy for Landlord Non-Compliance:** Tenant may terminate the lease. If tenant is also involved in a court proceeding against landlord and establishes the violation, tenant must recover \$100 in damages. [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.*]

- Provide tenant with an informational brochure on bed bug prevention and treatment prepared by the department of health. (5-12-101)

**Tenant Remedy for Landlord Non-Compliance:** The CRLTO does not provide an express remedy. However, a court may find the failure to comply with the bed bugs disclosure requirement as a material non-compliance with the CRLTO.

### 3.4.2 Landlord Is Prohibited from Including Certain Provisions in the Lease

The CRLTO prohibits the landlord from including certain provisions in the lease and makes such provisions unenforceable. (5-12-140) The prohibited provisions are as follows:

- Tenant’s waiver of rights, remedies or obligations provided under the CRLTO.
- Tenant’s authorization to confess judgment (“confess judgment” is a contractual term through which (in the landlord and tenant context) the tenant authorizes landlord to obtain a court judgment against tenant and to execute on that judgment without giving any notice to tenant) on a claim arising out of the lease.
- Tenant’s agreement to limit landlord’s liability.
- Tenant’s waiver of any written termination of tenancy notice or manner of service provided under state law or the CRLTO.
- Tenant’s waiver of the right to a trial by jury.
- Tenant’s agreement to pay the landlord's attorney's fees for court proceedings arising out of the CRLTO except as provided for by court rules, statute, or ordinance.
- Tenant’s agreement to allow landlord to cancel or terminate the lease at a different time or within a shorter time period than tenant, unless such provision is disclosed in a separate written notice.
- Tenant’s agreement to 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.
- Tenant’s agreement to accept 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 if tenant pays rent before a specified date or within a specified period in the month.

**Tenant Remedy for Landlord Non-Compliance:** Tenant may recover damages sustained due to enforcement of a prohibited provision. Tenant may also recover 2 months’ rent if landlord attempts to enforce a prohibited provision.

### 3.4.3 Landlord Must Provide Notice of Intent Not to Renew Lease

The landlord must notify tenant if the lease will not be renewed or a month-to-month lease will be terminated. Landlord must give notice in writing at least 30 days prior to the termination date. (5-12-130(j))

**Tenant Remedy for Landlord Non-Compliance:** Tenant may remain in the premises for up to 60 days from the date on which the required notice was received. (5-12-130(j)) [*Tenant is encouraged to seek legal*

*advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.]*

### 3.4.4 Landlord Cannot Seek Premature Renewal of Lease

The CRLTO prohibits a landlord from requiring tenant to renew the lease more than 90 days prior to its termination date. (5-12-130(i))

**Tenant Remedy for Landlord Non-Compliance:** Tenant will recover 1 month’s rent or actual damages (whichever is greater). (5-12-130(i))

### 3.4.5 Landlord Cannot Resort to Self-Help

The landlord cannot knowingly interrupt or interfere with tenant’s occupancy or access to the leased premises by plugging, changing, removing or adding any lock or latching device or blocking entrance to the premises; by interfering with services to the premises such as electricity, gas, water, telephone service; by removing tenant’s possessions from the premises; by using force or threat of violence, injury or force to tenant or tenant’s property; or by making the premises otherwise inaccessible or uninhabitable. (5-12-160)

The landlord may, however, temporarily interrupt possession if necessary to make needed repairs or to conduct an inspection, but only as allowed by law. (5-12-160)

To obtain possession of the premises (to evict tenant), landlord must initiate a court proceeding called a Forcible Entry and Detainer Action in compliance with the State of Illinois eviction statute (735 ILCS 5/9-101 *et seq.*). (5-12-160)

**Tenant Remedy for Landlord Non-Compliance:** Tenant may seek assistance from the Chicago Police Department and the department will investigate if a violation occurred. Tenant may also seek relief in court to recover possession of the premises or personal property, and an amount equal to 2 months’ rent or twice the amount of actual damages (whichever is greater) plus reasonable attorney’s fees. Tenant may also seek to terminate the lease. (5-12-160) [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.]*

### 3.4.6 Landlord Cannot Retaliate Against Tenant

The landlord may not knowingly terminate the lease, increase rent, decrease services, bring or threaten legal action for possession or refuse to renew the lease because tenant complained of a code violation to a government agency, public official, community organization, or news media; or sought assistance from the same entities to remedy the condition; or requested landlord to repair the condition. (5-12-150)

**Tenant Remedy for Landlord Non-Compliance:** Tenant may use landlord's retaliatory conduct as a defense in a court action initiated by landlord; may recover possession of the premises or terminate the lease; and may in either case, recover an amount equal to 2 months' rent or twice the damages suffered (whichever is greater) plus reasonable attorney's fees. (5-12-150)

## 3.5 Landlord Obligation to Maintain the Premises and Tenant Remedies

The landlord has a continuous obligation to maintain the premises in compliance with all applicable regulations under the City of Chicago's municipal code and must make prompt repairs. (5-12-070)

**Tenant Remedy for Landlord Non-Compliance:** Tenant remedies against landlord for non-compliance with the lease and with section 5-12-070 of the CRLTO are outlined in section 5-12-110. Section 5-12-110 also includes a non-exhaustive list of conditions that constitute a material non-compliance, including:

- Under section 5-12-110(a), tenant is entitled to terminate the lease if landlord's material non-compliance renders the premises not reasonably fit and habitable and landlord, upon proper notice from tenant, fails to remedy the condition within the statutorily prescribed period of time. [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.*]
- Under section 5-12-110(c), tenant may correct the landlord's material non-compliance with the lease or with section 5-12-070 of the CRLTO at the landlord's expense if, upon proper notice from tenant, landlord fails to fix the material non-compliance within the statutorily prescribed period of time and if the cost of compliance is not greater than \$500 or 1/2 of the monthly rent. Tenant may deduct the amount from monthly rent. [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.*]
- Under section 5-12-110(d), tenant may, upon proper notice to landlord invoking the statutorily prescribed period of time landlord has to correct a material non-compliance related to a failure to maintain the premises, withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises. [*Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.*]

- Under section 5-12-110(e), tenant may ask a court to compel landlord to comply with the lease or with section 5-12-070 of the CRLTO, and tenant may recover damages. *[Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.]*
- Under section 5-12-110(f), tenant may seek relief (listed below) against landlord’s material non-compliance with the lease or with section 5-12-070 of the CRLTO, either of which constitutes an immediate danger to the health and safety of the tenant or a failure to supply heat, running water, hot water, electricity, gas, or plumbing (e.i. “essential” services): *[Tenant is encouraged to seek legal advice before resorting to ERLTO remedies because many ERLTO remedies have technical requirements — including technical notice requirements — which must be complied with strictly.]*
  - Tenant may procure the essential service(s) and deduct the cost from rent; or
  - Tenant may recover damages for the reduced value of the premises; or
  - Tenant may procure substitute housing, be excused for paying rent for the period of landlord’s non-compliance, and recover value of the substitute housing up to an amount equal to the monthly rent for the period of landlord’s non-compliance; and
  - Tenant may withhold rent for an amount that reasonably reflects the reduce value of the premises; or
  - Tenant may terminate the lease if the non-compliance persists for more than 72 hours after notice provided to landlord.

## 3.6 Landlord Security Deposit Obligations and Tenant Remedies Under the CRLTO

The landlord must comply with the CRLTO’s security deposit provisions.

### 3.6.1 Landlord Is Required to Provide a Receipt to Tenant

The landlord must, at the time the landlord accepts a security deposit from tenant, provide tenant with a written receipt. The receipt must include the amount of the deposit, the name of the person who accepted the deposit, and the name of the landlord (if different), the date of receipt, and a description of the leased premises. (5-12-080(b)(1))

**Tenant Remedy for Landlord Non-Compliance:** Tenant is entitled to the immediate return of the security deposit. (5-12-080(b)(1))

### 3.6.2 Landlord Is Required to Provide a Receipt to Tenant Even if Payment Is by Electronic Funds Transfer

If the landlord accepts the security deposit by electronic funds transfer, the landlord must provide tenant with the same receipt described in section 5-12-080(b)(1) of the CRLTO or an electronic receipt that acknowledges the receipt of the security deposit, the amount, description of the leased premises, and an electronic or digital signature of the person receiving the deposit. (5-12-080(b)(2))

### 3.6.3 Landlord Must Keep the Security Deposit Safe and May be Required to Pay Interest

- The landlord is required to hold tenant's security deposit in a federally insured interest-bearing financial institution located in the State of Illinois and the landlord is not allowed to mix the security deposit with the landlord's own property. (5-12-080(a)(1))
- The landlord must disclose the name and address of the financial institution where the security deposit will be deposited. If the parties executed an oral lease, the landlord must, within 14 days of receipt of the security deposit, notify the tenant in writing of the name and address of the financial institution. If the security deposit was transferred to a different financial institution, the landlord must provide another written notice to tenant, within 14 days from the transfer, notifying tenant of the name and address for the new financial institution. (5-12-080(a)(3))
- The landlord must pay interest to tenant within 30 days after the end of each 12-month rental period if landlord holds the security deposit or prepaid rent for more than 6 months. Interest may be paid in cash or credit to the rent due. (5-12-080(c))

### 3.6.4 Return and Withholding of Security Deposit

- The landlord must generally return the security deposit and interest (if applicable) to tenant within 45 days from the date tenant vacates the premises.
- The landlord may deduct any unpaid rent or any amount necessary to repair damage caused by tenant to the premises — reasonable wear and tear excluded. However, if the deduction is for damage, landlord must, within 30 days, deliver or mail to the last known address of the tenant an itemized statement of damages and estimated or actual cost for repair, attaching copies of paid receipts for repair or replacement. If only an estimated cost is provided, landlord must provide copies of receipts or certification of actual costs, if the work was performed by the landlord's own employees, within 30 days from the date the statement showing estimated cost was provided to the tenant. (5-12-080(d)(1) and (2))

### 3.6.5 Security Deposit and Transfer of Ownership of Leased Premises

- If there has been a change in ownership of the premises, the successor landlord will be liable to the tenant for any security deposit and interest, or prepaid rent. The successor landlord must, within 14 days from succeeding the former landlord, provide written notice to the tenant notifying tenant that the security deposit was transferred to the successor. The notice must also include the successor landlord's name, business address, and business telephone number of the successor landlord's agent, if any. (5-12-080(e))
- The former landlord will remain liable to the tenant unless and until the former landlord transfers the security deposit or prepaid rent to the successor landlord and provides written notice to the tenant of the transfer specifying the name, business address, and business telephone number of the successor landlord or his agent within 10 days. (5-12-080(e))

**Tenant Remedy for Landlord Non-Compliance (this remedy applies to violations of security deposit provisions outlined in sub-sections 5-12-080(a) – (e) of the CRLTO):** Tenant must be awarded damages in an amount equal to 2 times the security deposit plus interest. (5-12-080(f)(1))

**Tenant Remedy for Deficiency in Payment of Security Deposit Interest:** If the landlord timely pays the security deposit interest but the amount of interest is deficient, the landlord will not be liable for damages unless tenant notifies landlord in writing that the amount is deficient, and within 14 days of receipt of the notice, the landlord either fails to pay the correct amount of interest due plus \$50 or fails to provide tenant with a written response explaining how interest paid was calculated. If tenant disagrees with the landlord's explanation, tenant may initiate a court action. If the court determines that landlord's calculation was inaccurate, tenant must be awarded damages in an amount of 2 times the security deposit plus interest. (5-12-080(f)(2))