



TENANTS' RIGHTS AND PROTECTIONS UNDER THE CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE

by Jonathan Dixon

If you rent an apartment in Chicago, and your building has more than 6 units (or has 6 or fewer units, but your landlord does not live in your building), your apartment falls under the jurisdiction of the Chicago Residential Landlord and Tenant Ordinance. The Ordinance gives tenants important protections they would not otherwise have under Illinois law. These protections include:

Your landlord must give you a summary version of the Ordinance with each lease you sign. If your landlord fails to do so, you have the right to terminate your lease. If you have a written lease, your landlord must attach a summary version of the Ordinance to the lease. Your landlord must do so each time you have a renewal lease, as well. If you have an oral lease (not written), your landlord must still provide you with a written summary version of the Ordinance. If your landlord fails to do so, you may notify your landlord in writing that you are terminating the lease, and give the date of the termination (no later than 30 days from the date of the written notice). You also have the right to pursue your landlord in court and recover \$100.00 in damages.

You have the right to know who your landlord is and how and where to contact him or her. If your landlord fails to provide this information, you have the right to terminate your lease. At the outset of your tenancy, your landlord has to give you his or her name (or the name of an agent authorized to act on behalf of the landlord for all landlord/tenant issues), along with his or her address and telephone number. If the information changes, your landlord (or agent) must notify you of those changes. If your landlord fails to give you this information, you have the right to notify your landlord to give the information within 14 days or else you will terminate the lease. If your landlord does not provide the information, your lease will be terminated, and your landlord must return any prepaid rent and any security deposit, along with any interest accrued. The landlord will also be liable for one month's rent or your actual damages, whichever is more. For your part, you must vacate the apartment within 30 days of the termination (if you fail to do so, the termination will be invalid, and the lease will continue).

Your landlord has to maintain your security deposit in an interest-bearing, federally insured bank account that is separate from the landlord's other account(s). If your landlord fails to do this, you are entitled to a return of your security deposit, plus other penalties. If you paid your landlord for your first month's rent and the security deposit in a single check, and your landlord accepted it, that may be an indication that your landlord is not handling your security deposit according to the Ordinance. Also, if your landlord pays you interest on your security deposit or returns your security deposit with a check from the landlord's personal or business checking account, that may be an indication that your landlord is not handling your security deposit according to the Ordinance. Always remember that your security deposit remains your property. The Ordinance has strict rules about how your landlord must handle your security deposit. The landlord's failure to comply with the Ordinance entitles you to recover up to twice the amount of the security deposit, plus interest, from your landlord.

Your landlord must give you a written receipt for your security deposit, and for any additional security deposits you may make. If your landlord fails to do this, you are entitled to a return of your security deposit, plus other penalties. The written receipt must clearly state the amount of the security deposit, the date the deposit was received, the name of the person who received it, a description of the unit the security deposit is for, and must be signed by the person who received the security deposit. Further, your landlord has to give you the receipt at the time you give the security deposit. Always remember that your security deposit remains your property. The Ordinance has strict rules about how your landlord must handle your security deposit. The landlord's failure to comply with this provision entitles you an immediate return of your security deposit from your landlord and/or up to twice the amount of the security deposit, plus interest, from your landlord.

You have the right to demand repairs to your apartment, and if your landlord fails to make repairs, you may have the right, depending on the specific facts, to (1) reduce your rent, (2) get the repairs done at your landlord's expense, and/or (3) cancel your lease. If there is a defect in your apartment that needs repair, you may give your landlord written notice to repair the defect. Tell your landlord specifically what repairs you want, and that if the landlord fails to repair the defect within 14 days, you will exercise one of the following options: (1) you will deduct an amount equal to the loss of use of the apartment caused by the defect from your monthly rent check for as long as the defect goes unrepaired or (2) if the cost of performing the repair is less than \$500.00 or ½ of a month's rent (whichever is more), you will have the repairs done yourself and will deduct the cost of the repairs from your next month's rent. If the defect is big enough so as to render the entire unit uninhabitable, you may also notify the landlord that you will exercise your right to terminate the lease if he or she does not timely repair the defect.

You have the right to receive interest or credit for interest earned on your security deposit every 12 months. If your landlord fails to do this, you are entitled to a return of your security deposit, plus other penalties. If your landlord is holding your security deposit for more than 6 months, he or she has to pay interest on your security deposit in an amount consistent with the interest rate dictated by the city comptroller for a given year. At the end of each 12 month period of your tenancy, your landlord has to pay you the interest earned or credit you for the interest on your next monthly rent due, and must do so within 30 days. Always remember that your security deposit remains your property. The Ordinance has strict rules about how your landlord must handle your security deposit. The landlord's failure to comply with the Ordinance entitles you to recover up to twice the amount of the security deposit, plus interest, from your landlord.

If your landlord sells the building during your tenancy, both your old landlord and your new landlord have to give you written notice. Both your old and new landlords must give you written notice within 10 days of the sale of the building. The notice from both of them must state the new landlord's business address, telephone number, and must state that the new landlord is holding your security deposit. If you do not receive timely notice from both of them, you may recover up to twice the amount of the security deposit, plus interest, from either your old landlord or your new landlord.

Your landlord must give you at least 48 hours notice before he or she (or his or her agent) can come into your apartment. If your landlord unlawfully enters your apartment, you have the right to terminate your lease and to seek damages. Of course, you may give your landlord permission to enter

your apartment at any time. Except for when you have given this permission, your landlord must give you at least 48 hours notice to you that he or she (or an agent) will be coming into your apartment and state the reason. Further, your landlord cannot seek entry – even with 48 hours notice – so often as to constitute harassment. For your part, you may not unreasonably deny your landlord access to your apartment for proper purposes or for emergencies. If your landlord fails to comply with the ordinance, you have the right to notify your landlord within 14 days that you are terminating the lease. You also have the right to seek damages of one month's rent or twice your actual damages, whichever is more.

You have the right to get your security deposit, plus interest, returned to you within 45 days after you vacate your apartment. If your landlord tries to withhold part of your security deposit to pay for damages, your landlord has to provide you with paid receipts. If your landlord fails to do this, you are entitled to a return of your security deposit, plus other penalties. Your landlord can withhold some or all of your security deposit to pay for damage to the apartment you caused (or permitted to be caused), but must give you copies of paid receipts or estimates within 30 days after you have vacated. If the landlord has given you estimates, he or she must follow up with paid receipts consistent with those estimates within another 30 days. Always remember that your security deposit remains your property. The Ordinance has strict rules about how your landlord must handle your security deposit. The landlord's failure to comply with the Ordinance entitles you to recover up to twice the amount of the security deposit, plus interest, from your landlord.