

Chapter 5-12.

Residential Landlords And Tenants.

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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 entered into or to be performed after the effective date of this chapter, 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 **3377 1**; Amend. Council Journal of Proceedings, November 6, 199 1, page 7198)

5- 12-020 Exclusions.

Rental of the following dwelling units shall not be governed by this chapter, unless the rental agreement thereof is created to avoid the application of this chapter:

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

(b) dwelling units in hotels, motels, inns, tourist houses, rooming houses 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- 12460** **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 action;

(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**;

(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 3377 1; Amend. Council Journal of Proceedings, November 6, 199 1, pages 7 198 -- 7199)

5- 12-030 Definitions.

Whenever used in this chapter, the following words and phrases shall have the following meanings:

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

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

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

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

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

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

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

(h) "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; Amend. Council Journal of Proceedings November 6, 1991, page 7 199)

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;

(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 tenants 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)

5-12-050 Landlord's Right Of Access.

A tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit:

- (a) to make necessary or agreed repairs, decorations, alterations or improvements;
- (b)** to supply necessary or agreed services;
- (c) to conduct inspections authorized or required by any government agency;
- (d) to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, workmen or contractors;
- (e) to exhibit the dwelling unit to prospective tenants 60 days or less prior to the expiration of the existing rental agreement;
- (f)** for practical necessity where repairs or maintenance elsewhere in the building unexpectedly require such access;
- (g)** to determine a tenant's compliance with provisions in the rental agreement; and
- (h) in case of emergency.

The landlord shall not abuse the right of access or use it to harass the tenant **Except** in cases where access is authorized by subsection **(f)** or (h) of this section, the landlord shall give the tenant notice of the landlord's intent to enter of no less than two days. Such notice shall be provided directly to each dwelling unit by mail, telephone, written notice to the dwelling unit, or by other reasonable means designed in good faith to provide notice to the tenant. If access is required because of repair work or 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 3377 1)

5-12-060 Remedies For Improper Denial Of Access.

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

If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated unreasonable demands for entry otherwise lawful, but which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement pursuant to the notice provisions of Section **5-12- 110(a)**. In each case, the tenant may recover an amount equal to not more than one month's rent or twice the damage sustained by him, whichever is greater. (prior code § 193.1-6; Added. Council Journal of Proceedings, September 8, 1986, page 3377 1; Amend. Council Journal of Proceedings, November 6, 1991, page 7202)

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)

5-12-080 Security Deposits.

(a) 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.

(b) Any landlord or landlord's agent 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.

(c) A landlord who holds a security deposit or prepaid rent pursuant to this section for more than six months, after the effective date of this chapter **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- 12-08 1. 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. (Amend. Council Journal of Proceedings; November 6, 199 1, page 7203; Added. Council Journal of proceedings, May 14, 1997, page 4516)

(d) The landlord **shall**, within 45 days after the date that the tenant vacates the **dwelling** unit or within 7 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 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 or other direct or indirect disposition of residential real property, other than to the holder of a lien interest in such property, 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 10 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 10 days of said transfer.

(f) If the landlord or landlord's agent 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. (Prior code § 193.1-8; Added. Council Journal of Proceedings, September 8, 1986, page 33771; Amend. Council Journal of Proceedings, November 6, 1991, page 7204; Added. Council Journal of Proceedings, May 14, 1997, page 45168)

5-12-081 Interest Rate On Security Deposits.

During June of 1997 and thereafter during December of each year, the city comptroller shall review the status of banks within the city and interest rates on passbook savings accounts, insured money market accounts and six-month certificates of deposit at commercial banks located within the city. On the first business day of July of 1997, and thereafter 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 passbook savings accounts, insured money market accounts and six-month certificates of deposit at the commercial bank having its main branch located in the city and having the largest total asset value. The rates for money market accounts shall be based on the minimum deposits for such investments. The rates for certificates of deposit shall be based on a deposit of \$1,000. The city comptroller shall calculate and announce the average of the three rates. The average of these rates so announced by the city 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 45168)

* Current rate -- January 1, 1999 through December 31, 1999: 2.63%

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 7, 1997, page 45169)

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 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; Amend. Council Journal of Proceedings, November 6, 1991, page 7205)

5-12-100 Notice Of Conditions Affecting Habitability.

Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing:

(a) Any code violations which have been cited by the City of Chicago during the previous 12 months for the dwelling unit and common areas and provide notice of the **pendency** of any code enforcement litigation or compliance board proceeding pursuant to Chapter 13-8-070 of the municipal code affecting the dwelling unit or common area. The notice shall provide the case number of the litigation and/or the identification number of the compliance board proceeding and a listing of any code violations cited. (Amend. Council **Journal** of Proceedings, November 6, 1991, page 7205)

(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; Amend. Council Journal of Proceedings, November 6, 1991, page 7206)

5-12-110 Tenant Remedies.

In addition to any remedies provided under federal law, a tenant shall have the remedies specified in this section under the circumstances herein set forth.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

failure to supply screens where required by the municipal code;

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

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

failure to **maintain** facilities, equipment or chimneys in safe and sound working conditions;

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 each month or portion thereof of noncompliance as prorated.

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

(4) withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises due to the material noncompliance or failure if the landlord fails to correct the condition within 24 hours after being notified by the tenant; provided, however, that no rent shall be withheld if the failure is due to the inability of the utility provider to provide service; or

(5) terminate the rental agreement by written notice to the landlord if the material noncompliance or failure persists for more than 72 hours after the tenant has notified the landlord of the material noncompliance or failure; provided, however, that no **termination** shall be allowed if the failure is due to the inability of the utility provider to provide service. If the rental agreement is terminated, the landlord shall return all prepaid rent, security deposits and interest thereon in accordance with Section s-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 subsection (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 is 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 3377 1; Amend. Council Journal of Proceedings, November 6, 199 1, pages 7206 -- 72 12)

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)

S-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 tit-ten notice by the landlord of his intention to terminate the rental agreement if rent is not so paid, the landlord may terminate the rental agreement. Nothing in this subsection shall affect a landlord's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations. A landlord may also maintain an action for rent and/or damages without terminating the rental agreement.

(b) Noncompliance by Tenant. If there is material noncompliance by a tenant with a rental agreement or with Section **5- 12-040**, the landlord of such tenant's dwelling unit may deliver written notice to the tenant specifying the acts and/or omissions constituting the breach and that the rental agreement **will** terminate upon a date not less than 10 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 10 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 or a period of 21 days or for one rental period when the rental agreement is for less than a month, and such persons have removed their personal property **from** the premises, and rent for that period is unpaid; or

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

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

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

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

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

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

(i) Notice of 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 of Refusal to Renew Rental Agreement. provided that the landlord has not exercised, or is not in the process of exercising, any of its rights under Section 5- 12- 130 (a) -- (h) hereof, the landlord shall **notify** the tenant in writing at least 30 days prior to the stated termination date of the rental agreement of the landlord's intent either to terminate a month to month tenancy or not to renew an existing rental agreement. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for up to 60 days after the date on which such required written notice is given to the tenant, regardless of the termination date specified in the existing rental agreement. During such occupancy, the terms and conditions of the tenancy (including, without limitation, the rental rate) shall be the same as **the** terms and conditions during the month of tenancy immediately preceding **the** notice; provided, however, that if rent was waived or abated in the preceding month or months as part of the original rental agreement, the rental amount during such 60 day period shall be at the rate established on **the** last date that a full rent payment was made. (Prior Code **§193.1-13**; Added. Council Journal of proceedings, September 8, 1986, page 33771; Amend. Council Journal of Proceedings, November 6, 199 1, page 72 15)

5-i **2-140** 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 5% per month for any amount in excess of \$500.00 in monthly rent for the late payment of rent; and

(i) agrees that, if a tenant pays rent before a specified date or within a specified time period in the month, the tenant shall receive a discount or reduction in the rental amount in excess of \$10.00 per month for the first \$500.00 in monthly rent plus 5% per month for any amount in excess of \$500.00 in monthly rent.

A provision prohibited by this section included in a rental agreement is unenforceable. The tenant may recover actual damages sustained by the tenant because of the enforcement of a prohibited provision. If the landlord attempts to enforce a provision in a rental agreement prohibited by this section the tenant may recover two months rent. **Prior** code § 193. 1- 14; Added. Council Journal of Proceedings, September 8, 1986, page 3377 1; Amend. Council Journal of Proceedings, November 6, 199 1, pages 72 15 -- 72 16))

S-12-1 50 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 attorney's 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)

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 3377 1; Amend. Council Journal of Proceedings, November 6, 199 1, page 7218)

5-12-170 Summary Of Ordinance Attached To Rental Agreement.

The commissioner of the department 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.

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, May 14, 1997, page 45167)

s-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 7219)

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 ordinances 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 7219)

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 7220)