

**PROPOSED SUBSTITUTE TO FILE 20-3562**

(Cook County Board Meeting – New Items – Committee Items for Discharge, 10/22/2020)

**Sponsored by:** SCOTT R. BRITTON, Cook County Board of Commissioners

**PROPOSED ORDINANCE**

**BE IT ORDAINED**, by the Cook County Board of Commissioners, that Chapter 42- Human Relations, Article IV, Residential Tenant and Landlord Ordinance, Sections 42-80 through 42-89 of the Cook County Code, is hereby enacted as follows:

**Chapter 42 - HUMAN RELATIONS**

Article IV. - Residential Tenant and Landlord Ordinance

**Sec. 42-80 - Title, Purpose & Scope**

*(1) Generally.*

This chapter shall be known and may be cited as the *Residential Tenant and Landlord 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 county, in order to protect and promote the public health, safety and welfare of its citizens, to establish the rights and obligations of the tenant and the landlord in the rental of dwelling units and to encourage the tenant and the landlord to maintain and improve the quality of housing.

This chapter applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within the county. The 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 Housing Authority of Cook County and/or Illinois Housing Development Authority to the extent that this chapter is not in direct conflict with statutory or regulatory provisions governing such programs.

*(2) Scope of regulations.*

This Ordinance is subject to the home rule as established by the Constitution of the State of Illinois Article VII Section 6. Powers of Home Rule Units. This ordinance regulated all residential buildings and structures that exist or are erected, constructed, altered, demolished, or relocated within the boundaries of Cook County, excluding those cities, villages, and incorporated towns that maintain promulgated regulations that establish both the rights and obligations of both the tenant and the landlord in the rental of dwelling units. The regulations must contain specific language defining and regulating the relationship between the tenant and landlord, policies protecting and promoting the public health, safety and welfare of tenants, and remedies under a rental agreement in order to be excluded from this ordinance.

(3) *Notice of residential license ordinance.*

The Department will provide a copy of this Ordinance [Article] on its website at least 60 calendar days prior to the effective date of this Ordinance [Article].

The County Clerk shall publish a copy of this Ordinance [Article] in a newspaper of general circulation within 30 days of passage by the Cook County Board of Commissioners.

(a)

(b)

### **Sec. 42-81 - Exclusions**

Unless created to avoid the application of this chapter, the following arrangements are not governed by this chapter:

- a) Transient occupancy in a hotel or motel;
- b) Residence at a public or private medical, extended care facility, geriatric facility, convent, monastery, religious institution, temporary overnight shelter, transitional shelter, educational dormitory, or in a structure operated for the benefit of a social or fraternal organization;
- c) Occupancy under a contract sale of a dwelling unit if the occupant is the purchaser;
- d) Occupancy in a cooperative apartment by a shareholder of the cooperative;
- e) Occupancy by an employee of a landlord whose occupancy is conditional upon employment in or about the premises.
- f) Residential buildings in which occupancy is limited to six units or less and which are owner-occupied.

### **Sec. 42-82 - Definitions**

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

“Dwelling unit” means a structure or 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 and all housing services, privileges, furnishings and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities.

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

“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.

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

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

“Rent” means all payments to be made to the landlord under the rental agreement. When it is used as a determination of damages and the tenant has a subsidized rent, such as a Housing Choice Voucher, “rent” shall mean the full market rent, not the tenant rent based on income.

“Rental Agreement” means a written or oral agreement and valid rules and regulations adopted under Section IV embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

“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.

“Written Notice” means communications in writing shared as hand delivered typed or printed documents, mailed documents, or electronically mailed or messaged documents.

“Owner-occupied” means that the residential building or at least a portion or one unit thereof, condominium, or cooperative, is occupied by the owner of the residential building as his or her principal residence.

#### **Sec. 42-83 - Rental Agreements**

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

All rental agreements for leases of dwelling units subject to this chapter shall contain the full names of all occupants of the dwelling unit leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit shall in no case exceed the maximum occupancy permitted elsewhere in applicable building codes for that size unit.

Rent is to be payable at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.

Unless otherwise agreed, the tenancy shall be week to week in the case of a tenant who pays weekly rent and, in all other cases, month to month.

##### **a) Effect of an Unsigned or Undelivered Rental Agreement**

If the landlord does not sign and deliver a written rental agreement, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it has been signed and delivered by the landlord.

If the tenant does not sign and deliver a written rental agreement, acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.

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

b) Prohibited Provisions

Except as otherwise provided by this chapter, no rental agreement may provide that the tenant or the landlord:

- 1) Agrees to waive or to forego rights or remedies under this chapter, Illinois state law, or federal law;
- 2) Authorizes a confession of judgment, or any entry of a judgment by a court without notice or a trial for any claim including but not limited to debts, liabilities, damages, and obligations, on a claim arising out of the rental agreement;
- 3) Agrees to a waiver of: service, summons, copy of complaint, petition, right to notice, motion, Entry of Appearance, or other documents from the court as established through judicial process in the manner provided by Rule 4 of the Federal Rules of Civil Procedure for any action, regardless of good cause or cost;
- 4) Agrees to non-disparagement clause that limits any written or oral statements, remarks, or other communications, public or private, directly or indirectly, made by tenants regarding the landlord, property, management, staff, officers, directors, representatives, investors, shareholders, administrators, affiliates, employees, affiliated corporations, divisions, or subsidiaries;
- 5) Agrees to the limitation of any liability of the tenant or landlord arising under law or to indemnify the tenant or landlord for that liability or the costs connected therewith;
- 6) Agrees to waive any written termination of tenancy notice or manner of service thereof provided under state law or this chapter;
- 7) Agrees to waive the right of any party to a trial by jury;
- 8) 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;
- 9) 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;
- 10) Agrees that a tenant shall pay a charge, fee or penalty in excess of \$10.00 per month for the first \$1,500.00 in monthly rent plus five (5) percent per month for any amount in excess of \$1500.00 in monthly rent for the late payment of rent;
- 11) Agrees that, if a tenant pays rent before a specified date or within a specified time period in the month, the tenant shall not receive a discount or reduction in the rental amount in excess of \$10.00 per month for the first \$1500.00 in monthly rent plus five (5) percent per month for any amount in excess of \$1500.00 in monthly rent.

A provision prohibited by this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing any provision known by them to be prohibited, the tenant may recover actual damages sustained by them or two (2) months' rent, whichever is greater.

c) Disclosure of Costs

Except as otherwise provided by this chapter, no rental agreement may provide that the landlord:

- 1) Impose fees in excess of reasonable expense;
- 2) Pay the cost of a utility for a dwelling unit in which the utility service is individually metered to the dwelling unit and the tenant is directly responsible to the utility company without disclosing to the tenant in the rental agreement:
  - a. That the cost of the utility shall be the responsibility of the tenant;
  - b. The annual cost of service from the utility providing the primary service during the previous twelve (12) months.
- 3) Pay the cost of a utility for a dwelling unit to the landlord without disclosing to the tenant in the rental agreement:
  - a. That the cost of the utility shall be the responsibility of the tenant;
  - b. The annual cost of service from the utility providing the primary service during the previous twelve (12) months;

A provision prohibited by this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing any provision known by them to be prohibited, the tenant may recover actual damages sustained by them or two (2) months' rent, whichever is greater.

**Sec. 42-84 - Tenant Rights & Obligations**

a) Tenant Rights & 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.

1) *Material Noncompliance*

Material noncompliance shall include, but is not limited to, any of the following circumstances:

- a. Failure to maintain floors in compliance with the safe load-bearing requirements of the local municipal code where the resident resides under the rental agreement;
- b. Failure to maintain the structural integrity of the building or structure or parts thereof;
- c. Failure to comply with applicable requirements of the municipal code for the number, width, construction, location or accessibility of exits;
- d. Failure to maintain exit, stairway, fire escape or directional signs where required by the local municipal code where the resident resides under the rental agreement;
- e. Failure to provide smoke alarms, smoke detectors, sprinkler systems, standpipe systems, fire alarm systems, automatic fire detectors or fire extinguishers where required by the local municipal code where the resident resides under the rental agreement;
- f. Failure to maintain elevators in compliance with applicable provisions of the local municipal code where the resident resides under the rental agreement;
- g. Failure to provide or maintain in good working order a flush toilet, bathroom sink, bathtub or shower, and or kitchen sink if applicable;

- h. Failure to maintain heating facilities or gas-fired appliances in compliance with the requirement of the local municipal code where the resident resides under the rental agreement;
- i. Failure to provide heat or hot water in such amounts and at such levels and times as required by the local municipal code where the resident resides under the rental agreement;
- j. Failure to provide hot and cold running water as required by the municipal code;
- k. Failure to provide adequate hall or stairway lighting;
- l. Failure to maintain the foundation, exterior walls or exterior roof in sound condition and repair, substantially watertight and protected against rodents;
- m. Failure to maintain floors, interior walls or ceilings in sound condition and good repair;
- n. Failure to maintain windows, exterior doors or basement hatchways in sound condition and repair and substantially tight and to provide locks or security devices as required by the municipal code, including deadlatch locks, deadbolt locks, sash or ventilation locks and front door windows or peepholes;
- o. Failure to supply screens where required by the municipal code;
- p. Failure to maintain stairways or porches in safe condition and sound repair;
- q. Failure to maintain the basement or cellar in a safe and sanitary condition;
- r. Failure to maintain facilities, equipment or chimneys in safe and sound working condition;
- s. Failure to prevent the accumulation of stagnant water;
- t. Failure to exterminate insects, rodents or other pests;
- u. Failure to supply or maintain facilities for refuse disposal;
- v. Failure to prevent the accumulation of garbage, trash, refuse or debris;
- w. Failure to provide adequate light or ventilation as required by the municipal code;
- x. Failure to maintain plumbing facilities, piping, fixtures, appurtenances and appliances in good operating condition and repair;
- y. Failure to provide or maintain electrical systems, circuits, receptacles and devices are as required by the local municipal code where the resident resides under the rental agreement;
- z. Failure to maintain and repair any equipment which the landlord supplies or is required to supply by the local municipal code where the resident resides under the rental agreement or by the rental agreement;
- aa. Failure to maintain the dwelling unit and common areas in a fit and habitable condition.

If there is material noncompliance by the landlord with the rental agreement or with this section which renders the premises not reasonably fit and habitable, the tenant may deliver, at any time of month, a written notice to the landlord specifying the breach and that the rental agreement will terminate on a date not less than 14 days after receipt of notice unless the breach is remedied by the landlord prior to the expiration of the notice. During that 14 day period, the tenant may withhold some or all of the rent until the breach is remedied. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's

consent. 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 security.

Except as provided in this chapter, the tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord with the rental agreement or with this section.

### *2) Failure to Provide Essential Services*

If, contrary to the rental agreement, the landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, the tenant shall deliver a written notice to the landlord specifying the service to be restored. If the landlord fails to correct the condition within 24 hours after being notified by the tenant, the tenant may:

- a. Withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises due to the material noncompliance or failure;
- b. Procure reasonable amounts of heat, running water, hot water, electricity, gas or plumbing service and, upon presentation to the landlord of paid receipts, deduct the cost from their rent;
- c. Recover damages based upon the diminution in the fair rental value of the dwelling unit and reasonable attorney fees;
- d. Procure substitute housing, in which case the tenant is excused from paying rent for the period of noncompliance. The tenant may recover the cost of reasonable value of the substitute housing up to an amount equal to the monthly rent and reasonable fees.
- e. In addition, the tenant may:
  - i. 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; 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 security deposits thereon 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, the tenant's notice shall be deemed withdrawn and the lease shall remain in full force and effect.

The tenant may not exercise their rights under this section if the condition was caused by the inability of a utility supplier to provide service or by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

### *3) Fire or Casualty*

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

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 fire or casualty;

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

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, the tenant may notify the landlord in writing within 14 days after the tenant becomes aware that 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, the landlord shall return all security deposit. Accounting for rent in the event of a termination, apportionment shall be made of the date of the fire or casualty.

A tenant may not exercise remedies in this section if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or a person on the premises with the tenant's consent.

#### *4) Minor & Other Repairs*

If the landlord fails to comply with the rental agreement or with Sec. 42-84 and the reasonable cost of compliance does not exceed \$500.00 or one-half month's rent, whichever amount is greater, the tenant may recover damages for the breach or may notify the landlord in writing of their intention to correct the condition at the landlord's expense. If the landlord fails to comply 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 work done in a workmanlike manner and, after submitting to the landlord a paid bill from an appropriate tradesman or supplier, deduct from their rent the amount therefore, not exceeding the limits specified in this section.

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 of their plans and so arrange the work as to create the least practicable inconvenience to the other tenants.

For the purposes of mechanics' lien laws, repairs performed or materials furnished pursuant to this subsection shall be construed as having been performed or furnished pursuant to authority of or written permission of the landlord.

If the landlord fails to comply with the rental agreement or with Sec. 42-84, the tenant may, where the condition has been cited as a code violation by the municipality, notify the landlord in writing of the tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises. If the landlord fails to correct the condition within 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.

5) *Rights of Possession and Entry*

If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with rental agreement, rent abates until possession is delivered and the tenant may:

Upon written notice to the landlord, terminate rental agreement and, upon termination, the landlord shall immediately return all security deposits;

Demand performance of the rental agreement 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 them.

An aggrieved person may recover from the person withholding possession an amount not more than two (2) months' rent or twice the actual damages sustained by them, whichever is greater, and reasonable attorney fees.

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

b) *Tenant Obligations*

The tenant shall:

- 1) Comply with all obligations imposed upon tenants by provisions of the codes applicable to the dwelling unit;
- 2) Keep that part of the premises that they occupy and use as safe as the condition of the premises permits;
- 3) Dispose from their dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
- 4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- 5) Use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;
- 6) Not deliberately destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- 7) Conduct themselves and require other persons on the premises with their consent to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment of premises;
- 8) Unless otherwise agreed, only occupy their dwelling unit as a dwelling unit.

## **Sec. 42-85 - Landlord Rights & Obligations**

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

### a) Landlord Rights & Remedies

#### *1) Rights of Entry*

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

- a. To inspect the premises or conduct inspections authorized or required by any government agency;
- b. To make necessary or agreed repairs, decorations, alterations or improvements, including where such work elsewhere in the building requires such access;
- c. To supply necessary or agreed services;
- 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. To determine a tenants' compliance with provisions in the rental agreement.

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

A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

The landlord shall not abuse the right of access or use it to harass the tenant. Except in cases of emergency the landlord shall give the tenant at least two (2) days' notice of their intent to enter. Such notice shall be provided directly to each dwelling unit by mail, telephone, written notice to the dwelling unit or by other reasonable means designed in good faith to provide notice to the tenant. If access is required because of repair work for common facilities or multiple 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 due to emergency the landlord shall give the tenant notice of entry within two (2) days after such entry.

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

If the landlord makes an unlawful entry or entry in an unreasonable manner or repeated unreasonable demands for entry, which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In each case, the tenant may recover an amount equal to one month's rent or twice the damage sustained, whichever is greater, and reasonable attorney fees.

## 2) *Rules & Regulations*

The landlord may adopt general rules or regulations concerning the tenant's use and occupancy of the premises. They enforceable only if in writing and:

- a. Their purpose is to promote the convenience, safety and welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities among tenants;
- b. They are reasonably related to the purpose for which they are adopted;
- c. They apply to all tenants in the premises in a fair manner;
- d. They are sufficiently explicit to fairly inform the tenant of what they must or must not do to comply;
- e. They are not for the purpose of evading the obligations of the landlord;
- f. They are not for the purpose of preventing tenants to assemble or otherwise communicate amongst each other about the premises;
- g. The tenant has written notice of them at the time they enter into the rental agreement.

A rule or regulation adopted after the tenant enters into the rental agreement that substantially modifies their bargain is not enforceable unless the tenant consents in writing.

### b) Landlord Remedies

Every landlord shall have the remedies specified in this section for the following circumstances:

#### 1) *Failure to Pay Rent*

If all or any portion of rent is unpaid when due and the tenant fails to pay the unpaid rent within five days after written notice by the landlord of the landlord's intention to terminate the rental agreement if rent is not so paid, the landlord may terminate the rental agreement. Provided, however, that at any time prior to the issuance of any order of possession or an eviction order made pursuant to Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/9-101 et seq. the tenant has a one-time right to cure the non-payment of rent by paying the landlord unpaid rent, duly owed from the date of the notice of termination to the date of payment, together with all filing fees and costs paid by the landlord and all fees and costs expended by the landlord for service of process, but not including attorney fees. If the tenant so cures, then the order of possession or eviction order shall be vacated, and the case dismissed upon motion by either the landlord or the tenant. If a landlord does not provide a total amount due, the tenant shall be obligated to provide only the amount of rent due from the notice to the date of judgment. Nothing in this subsection shall affect a landlord's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations. A landlord may also maintain an action for rent and/or damages without terminating the rental agreement

## 2) *Material Noncompliance*

If there is material noncompliance by a tenant with a rental agreement, the landlord may deliver written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date no less than 30 days after receipt of the notice, unless the breach is remedied by the tenant prior to the expiration of the notice. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice. The landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement.

## 3) *Abandonment & Property*

Abandonment of the dwelling unit shall have occurred when:

- a. Actual notice has been provided to the landlord by the tenant indicating the tenant's intention not to return to the dwelling unit;
- b. All persons entitled under a rental agreement have been absent from the unit for a period of 32 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.

Abandonment of the dwelling unit shall not be deemed to have occurred if any person entitled to occupancy has provided the landlord with written notice indicating that they still intend to occupy the unit and make full payments of all amounts due to the landlord.

If the tenant abandons the dwelling unit, the landlord shall make a good faith effort to rent it at a fair rental value. This shall include the acceptance of reasonable subleases. If the landlord succeeds in renting the dwelling unit at a fair rental, the tenant shall only be liable for the amount by which the rent due from the date of abandonment to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of abandonment to the termination of the initial rental agreement. If the landlord makes a good faith effort to rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. The tenant shall also be liable for reasonable advertising and redecoration costs incurred by the landlord in re-renting the dwelling unit.

Unless otherwise agreed, if, upon termination of a tenancy including, but not limited to, a termination after expiration of a lease or by surrender or abandonment of the premises, a tenant has left personal property on the premises, and the landlord reasonably believes that the tenant has abandoned such personal property, the landlord may notify the tenant in writing of their demand that such property be removed within dates set forth in the notice, but no less than 14 days after delivery of the notice;

If such property is not removed within the time specified, the property may be sold at a public sale or at a commercially reasonable private sale. The proceeds, less reasonable costs incurred by such sale or storage, shall be held by the landlord for the tenant for one year. If the tenant does not claim the proceeds within one year, the proceeds shall be the property of the landlord. Any public sale, authorized under the provisions of this section, shall be conducted pursuant to law in such instances made and provided;

If the tenant has left personal property which is reasonably determined by the landlord to be valueless or of such little value that the cost of storing and conducting a sale would probably exceed the amount that would be realized from such a sale, the landlord must include in such notice that the landlord intends to destroy or otherwise dispose of the property. If such notice is given and property is not removed within the time specified, the landlord may destroy or otherwise dispose of the property.

After sending written notice, the landlord shall store all personal property of the tenant in a place of safekeeping and shall exercise reasonable care of the property, but shall not be responsible to the tenant for any loss not caused by the landlord's deliberate or negligent act or omission. The landlord may elect to store the property in or about the previously vacated premises. The landlord shall be entitled to the cost of storage for the period of time that the property has remained in their safekeeping. In such case the storage shall not exceed commercially reasonable storage rates. If the tenant's property is removed to a commercial storage company, the storage cost shall include the actual charge for such storage and removal from the premises to the place of storage.

After the landlord's notice, if the tenant makes timely response in writing of their intention to remove the personal property from the premises and does not do so within the landlord's notice or a mutually agreeable date (whichever is later), it shall be conclusively presumed that they have abandoned such property.

#### *4) Rent & Renewals*

If the landlord accepts rent, including holding payment, knowing that it alleges a lease violation, including a default in the payment of rent by the tenant, the landlord waives their right to terminate the rental agreement for that breach.

If the rental agreement is terminated, the landlord may claim for possession or for rent and a separate claim for damages for breach of the 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.

The landlord shall notify the tenant in writing at least 90 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a month to month tenancy or not renew an existing rental agreement. If the landlord fails to give required written notice, the tenant may remain in the dwelling unit for up to 120 days after the date on which such required written notice is given to the tenant, regardless of the date specified in the existing rental agreement. During such occupancy, the terms and conditions of the tenancy shall be the same as the terms and conditions during the last month of tenancy.

#### *c) Landlord Obligations*

The landlord shall maintain the premises in compliance with all applicable provisions of the municipal code and shall promptly make any and all repairs to fulfill this obligation.

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

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

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

*1) Notice of 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:

Any code violations which have been cited by the municipality or other oversight body during the previous 12 months for the dwelling unit and common areas and provide notice of the pendency of any code enforcement litigation or administrative hearing. The notice shall provide the case number of the litigation and/or the identification number of the administrative hearing proceeding and a listing of any code violations cited;

Any notice of intent by the municipality 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 being terminated, the intended date of termination and whether the termination will affect the dwelling unit, common areas or both.

*2) Bed Bugs*

Landlords subject to this section must provide to all prospective and current lessees with a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on bed bug prevention, detection and control.

In any rental unit in which an infestation of bed bugs is found or reasonably suspected, it is the responsibility of the landlord to:

- a. Provide pest control services by a pest management professional until such time that no evidence of bed bugs can be found and verified;
- b. Maintain a written record of the pest control measures performed by the pest management professional on the rental unit. The record shall include reports and receipts prepared by the pest management professional. The record shall be maintained for three years and shall be open to inspection by authorized city personnel, including but not limited to employees of the departments of health and buildings.

In any multiple rental unit building in which an infestation of bed bugs is found or reasonably suspected, it is the responsibility of the landlord to:

- c. Provide pest control services by a pest management professional until such time that no evidence of bed bugs can be found and verified within the building or portion thereof, including the individual rental units

- d. Maintain a written record of the pest control measures performed by pest management professional on the building. The record shall include reports and receipts prepared by the pest management professional. The record shall be maintained for three years and shall be open to inspection by authorized city personnel, including but not limited to employees of the departments of health and buildings.

A landlord shall provide the pest control services within ten (10) days after:

- e. A bed bug is found or reasonably suspected anywhere on the premises;
- f. Being notified in writing by a tenant of a known or reasonably suspected bed bug infestation on the premises or in the tenant's rental unit.

The extermination of bed bugs shall be by inspection, and if necessary, the treatment of the dwelling unit on either side of the affected dwelling unit and the unit directly above and below the affected dwelling unit. This pattern of inspection and treatment shall be continued until no further infestation is detected.

### 3) *Lead Paint*

Landlords subject to this section must follow all applicable municipal, state and federal regulations regarding lead poisoning and must specifically:

Provide all prospective and current lessees with a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on lead-based paint disclosure;  
Disclose any known lead hazards

### 4) *Disclosure*

The landlord or any person authorized to enter into a rental agreement on their behalf shall disclose to the tenant in writing on or before the commencement of tenancy the name, address and telephone number of:

- a. The owner or person authorized to manage the premises;
- b. A person authorized to act for or on the behalf of the owner for the purpose of service of process and for the purpose of receiving of notices and demands.
- c. A person who fails to comply with this section becomes an agent of each person who is a landlord for:
  1. Service of process and receiving of notices and demands;
  2. Performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for that purpose all rent collected from the premises.

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

If the landlord fails to comply with this section, the tenant may terminate the rental agreement. If the landlord fails to comply with this section after receipt of written notice, the tenant shall recover one month's rent or actual damages, whichever is greater, and reasonable attorney fees.

#### *5) Notification of Foreclosure*

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

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

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

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

If the owner or landlord fails to comply with this section, the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than 30 days from the date of written notice. In addition, if a tenant in a civil legal proceeding against an owner or landlord establishes that a violation of this section has occurred they shall be entitled to recover \$200 in damages in addition to any other damages or remedies that the tenant may also be entitled.

#### *6) Limitation of Liability*

Unless otherwise agreed, a landlord who sells the premises is relieved of liability under the agreement and this chapter for events occurring subsequent to written notice to the tenant of the sale.

Unless otherwise agreed, the manager of the premises is relieved of liability under the rental agreement and this chapter for events occurring after written notice to the tenant of the termination of their management.

#### *7) Security Deposits*

A landlord may not demand or receive security in an amount in excess of one and one-half months' rent. A landlord may not avoid the coverage of this subsection by labeling the fee as something other than a security deposit, including “move-in” fee.

A tenant shall pay the landlord, at the time the tenant moves into the premises or at any other time mutually agreed upon by the parties, the amount of the security required by the landlord. Any portion in excess of one month's rent, at the election of the tenant, shall be paid either at the time the tenant pays the initial security deposit, or shall be paid in no more than six (6) equal installments no later than six (6) months after the effective date of the lease.

A landlord shall hold all security deposits 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 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 a creditor of the landlord or of the landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy.

Notwithstanding this section, a landlord may accept the payment of the first month's rent and security deposit in one check or one electronic funds transfer and deposit the check or electronic funds transfer into one account if, within seven (7) business days of acceptance of the check or electronic funds transfer, the landlord transfers the amount of the security deposit into a separate account that complies with this section.

The name and address of the financial institution where the security deposit will be deposited shall be clearly and conspicuously disclosed in the written rental agreement signed by the tenant.

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

Any landlord who receives a security deposit from a tenant shall give 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 a 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.

Upon payment of the security deposit by means of an electronic funds transfer, the landlord shall give the tenant a receipt that complies with this section or an electronic receipt that complies with this section, or an electronic receipt that acknowledges the receipt of the security deposit, a description of the dwelling unit and an electronic or digital signature of the person receiving the deposit.

Upon termination of the tenancy, property or money held by the landlord as a security deposit must be returned to the tenant within 21 days after the tenant has vacated their unit; provided that the landlord or successor landlord may deduct from the security deposit for the following:

- a. Any unpaid rent which has not been validly withheld or deducted pursuant to state or federal law or local ordinance;
- b. Any 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 the 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 costs was furnished to the tenant.

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

The transferor shall remain jointly and severably liable with the successor landlord to the tenant for such security deposit unless and until such transferor transfers said security deposit to the successor landlord and provides notice, in writing, to the tenant of such transfer, specifying the name, business address and business telephone of the successor landlord or their agent within ten (10) days of said transfer.

The successor landlord shall, within 14 days from the date of such transfer, notify the tenant, in writing, that any security deposit was transferred to the successor landlord and that the successor landlord is holding said security deposit. Such notice shall also contain the name, business address and business telephone number of the successor landlord or their agent.

If the landlord fails to comply with any provision of this section, the tenant shall be awarded damages in an amount equal to two times the security deposit and reasonable attorney fees. This section does not preclude the landlord or tenant from recovering other damages which they may be entitled under this chapter.

#### 8) *Retaliatory Conduct*

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

- a. Complained of code violations to a governmental agency, elected representative or public official charged with responsibility for enforcement of a building, housing, health, or similar code;
- b. Complained of a building, housing, health or similar code violation or an illegal landlord practice to a community organization or the news media;
- c. Sought the assistance of a community organization, including a legal aid organization, or the news media to remedy a code violation or illegal landlord practice;
- d. Requested the landlord make repairs to the premises as required by a building code, health ordinance, other regulation or the residential rental agreement;
- e. Organized or becomes a member of a tenant union or similar organization;
- f. Testified in any court or administrative proceeding concerning the condition of the premises;
- g. Exercised any right or remedy provided by law.

If the landlord acts in violation of this section, the tenant has cause of action against the landlord and/or a defense in any retaliatory action against them and is entitled to the following remedies:

The tenant shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to not more than two (2) months rent or twice the damage sustained by the tenant, whichever shall be greater, and reasonable attorney fees.

If the rental agreement is terminated, the landlord shall return all security deposits recoverable under this chapter.

In an action by or against the tenant, if there is evidence of a complaint within one year prior to the alleged act of retaliation, it may be presumed that the landlord's conduct is retaliatory. The presumption shall not arise if the tenant made the complaint after notice of a proposed rent increase.

A landlord's behavior shall not be considered retaliatory if any code violation was caused primarily by the lack of care of the tenant, a member of the tenant's family or other person on the premises with the tenant's consent.

#### *9) Anti-Lockout Provision*

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 interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or
- c. The tenant has abandoned the dwelling unit.

Whenever a complaint of violation of this provision is received by the Cook County Sheriff in municipalities outside of the City of Chicago, the Cook County Sheriff's Office 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.

Removal of personal property when a landlord is acting in compliance with the laws of Illinois pertaining to distress for rent (735 ILCS 5/9-301 et. seq.) will not be considered a violation of this section.

#### **Sec. 42-86 - Summary Attachment to Rental Agreement**

The Commissioner of Human Rights 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. A copy of such summary shall be attached to each written rental agreement when such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for rental or renewal thereof.

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 written notice. If a tenant in a civil legal proceeding against their landlord establishes that a violation of this section has occurred, they shall be entitled to recover \$100.00 in damages and reasonable attorney fees.

#### **Sec. 42-87 - Civil Actions by County**

Whenever the Commission on Human Rights or their designee(s) have reasonable cause to believe that any landlord or tenant is engaged in a pattern of practice of violating the provisions of this chapter, the county may bring a civil action by filing a complaint signed by WHO, setting forth the facts pertaining to such pattern of practice and requesting such relief, including an application for a permanent or temporary injunction, restraining order and damages as hereinbefore provided against the landlord or tenant responsible for such pattern of practice, as may be necessary to ensure compliance with the provisions of this chapter and the full enjoyment of the rights herein established.

#### **Sec. 42-88 - Rights & Remedies Under Other Laws**

To the extent that this chapter provides no rights or remedies in a circumstance, the rights and remedies available to landlords and tenants under the laws of the State of Illinois or other local ordinance shall remain applicable.

#### **Sec. 42-89 - 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.

**Effective date:** This ordinance shall be in effect June 1, 2021, with the exception of the Anti-Lockout Provision under Sec. 42-85 which will go into effect immediately upon adoption.