

CHAPTER 3 ~~LANDLORD~~ HOUSING PROVIDER AND TENANT REGULATIONS

5-3-1. TITLE, PURPOSE AND SCOPE.

- (A) *Short Title.* This chapter shall be known and may be cited as the *RESIDENTIAL LANDLORD AND TENANT ORDINANCE*.
- (B) *Purpose And Declaration Of Policy.* 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 the ~~citizens~~ residents, to establish rights and obligations of the ~~landlord~~ housing provider and the tenant in the rental of dwelling units and to encourage the ~~landlord~~ housing provider and the tenant to maintain and improve the quality of housing.
- (C) *Construction Of Chapter.* This chapter shall be liberally construed and applied to promote its purposes and policies.
- (D) *Scope:*
1. *Territorial Application.* This chapter applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within the city.
 2. *Exclusions.* Unless created to avoid the application of this chapter, the following arrangements are not governed by this chapter:
 - a. Residence at a public or private medical, geriatric, educational or religious institution;
 - b. Occupancy under a contract of sale of a dwelling unit if the occupant is the purchaser;
 - c. Occupancy in a structure operated for the benefit of a social or fraternal organization; ~~or~~
 - d. Transient occupancy in a hotel or motel; ~~;~~
 - e. Occupancy in a cooperative apartment by a shareholder of the cooperative; ~~;~~
 - f. Occupancy in a licensed shared housing facility as defined in Section 5-2-1 of this Code.

(E) If a residence is excluded from coverage by the exclusions in subsection D(2), above, the housing provider shall make this exclusion known to prospective tenants in marketing materials and shall prominently state the exclusion on any application materials before the owner accepts any fees, including but not limited to application fees, credit check fees, or holding fees.

(F) The anti-lockout prohibition contained in Section 5-3-12-1 applies to all dwelling units in the city that are otherwise excluded by subsections D(2)(b) and (d) of this section.

5-3-2. GENERAL DEFINITIONS; PRINCIPLES OF INTERPRETATION.

(A) *Defined.* Subject to additional definitions contained in subsequent sections of this chapter:

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| <i>ACTION.</i> | Includes recoupment, counterclaim, setoff, suit in equity, and any other proceeding in which rights are determined, including an action for possession. |
| <i><u>APPLICATION FEE.</u></i> | <u>A fee charged by the housing provider to prospective tenant(s) to cover the costs of processing a rental application, and not offset against other fees.</u> |
| <i>CODE.</i> | Includes any ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit. |
| <i>COMMON AREA.</i> | Includes a part or area of the premises not within any dwelling unit. |
| <i>DWELLING UNIT.</i> | 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. <u>A dwelling unit includes a mobile or manufactured home where the tenant has entered into a rental agreement to reside in the home. Where a dwelling unit is also governed by the Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745 et seq. (“MHLTRA”), this Article shall augment and not replace the rights of both housing providers and tenants as set out in the MHLTRA. Where there is a direct conflict between the provisions of this Article and the MHLTRA, this Article shall take precedent except for the following sections of the MHLTRA which shall remain as the governing provisions: Section 6- Obligation of Park Owner to Offer Written Lease; Section 8- Renewal of Lease; and Section 9.5- Abandoned or Repossessed Properties. Section 42-811 of this Article (Security Deposit) shall supersede, in its entirety, Section 18 of the MHLTRA (Security Deposit; Interest) in its entirety.</u> |
| <i>FAIR RENTAL VALUE.</i> | The prevailing value of comparable rental units in the city. |

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| <u>LANDLORD/ HOUSING PROVIDER.</u> | The owner, lessor or sublessor of the dwelling unit or the building of which it is a part. An owner is 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 mortgage in possession. |
| <u>HARASS OR HARASSING.</u> | Knowing Willful conduct which is not necessary to accomplish a purpose reasonable under the circumstances that would cause a reasonable person emotional distress and that does cause emotional distress to the tenant. |
| <u>SUCCESSOR HOUSING PROVIDER.</u> | Any person who follows a housing provider in ownership or control of a dwelling unit or the building of which it is part, and shall include a lienholder who takes ownership or control either by contact, operation of law, or a court order. |
| <u>OWNER.</u> | Any full or part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety with legal or beneficial Title-title to the whole or part of a structure or land. |
| <u>SECURITY DEPOSIT.</u> | Funds provided to a housing provider to secure payment or performance of a tenant's obligations under a rental agreement, or the obligations of the tenant for its guests or pets, and the identifiable proceeds of the funds, however denominated. The term does not include rent or fees. |
| <u>MATERIAL NONCOMPLIANCE.</u> | A failure to comply with laws or regulations, including the City of Evanston residential landlord-tenant ordinance, and the international property maintenance code adopted under section 4 of this title, or the requirements or determinations of a reviewing inspector from the Community and Economic Development Department and/or health department and/or fire department when that failure increases risk to landlord or tenant(s), or adversely affects the rights and welfare of the landlord or tenant(s). A failure to comply may result in termination of the lease. This may include only a single instance of noncompliance if it is substantial or repeated minor violations. Means: (1) failure to comply with federal, state, and/or local laws or regulations when that failure increases presents a health or |

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| | <p>safety risk to a housing provider or tenants, or adversely affects the rights and welfare of the housing provider or tenants; (2) deliberate willful or reckless violation of the rental agreement; (3) use of the dwelling unit or other parts of the property for any criminal activity that either materially threatens the health, safety, or peaceful enjoyment of other tenants at the property, or has a material adverse effect on the management of the property; and (4) the unreasonable denial of the housing provider's access to the dwelling unit for a purpose authorized under Section 5-3-4-3, provided that the housing provider provided notice in compliance with applicable federal, state, and local laws for seeking access.</p> <p>This may include only a single instance of non-compliance, if substantial, or repeated minor violations.</p> |
| <u>MOVE-IN FEE.</u> | <u>The fee that a housing provider charges to a tenant that is reasonably related to the housing provider's cost for a tenant moving into the dwelling unit including, but not limited to, additional security costs or additional trash removal.</u> |
| <u>PERSON.</u> | An individual or a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity. |
| <u>PREMISES.</u> | A 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. |
| <u>RENT.</u> | All payments to be made to the landlord <u>housing provider</u> under the rental agreement. <u>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.</u> |
| <u>RENTAL AGREEMENT.</u> | A written agreement and valid rules and regulations adopted under s <u>Section 5-3-4-2 of this chapter</u> embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises. |
| <u>TENANT.</u> | A person entitled <u>by written or oral agreement, subtenancy approved by the housing provider, or by sufferance, under a rental agreement</u> to occupy a dwelling unit to the exclusion of |

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| | others. |
| <u>WRITTEN NOTICE.</u> | <u>Communications in writing shared as handwritten, typed, or printed documents, mailed documents, or electronically mailed or messaged documents.</u> |

(B) *Unconscionability.* If the court finds the rental agreement, or a settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement, to have been unconscionable when made, the court may grant the following relief:

1. Nonenforcement; or
2. Nonenforcement of the unconscionable provision only; or
3. Limit the application of any provision to avoid an unconscionable result.

(C) *Notice.* A person has notice of a fact if:

1. He has actual knowledge of it;
2. He has received notice of it; or
3. From all the facts and circumstances known to him/her at the time in question, he/she has reason to know that it exists. A person gives notice to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it.

5-3-3. RENTAL AGREEMENTS.

5-3-3-1. TERMS AND CONDITIONS OF RENTAL AGREEMENT.

- (A) A written 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 therein. The ~~landlord~~ housing provider and tenant may include in a rental agreement terms and conditions not prohibited by this chapter ~~and~~ or other rules of laws or regulations, including the amount of rent, the term of the agreement and other provisions governing the rights and obligations of the parties.
- (B) All rental agreements for leases of dwelling units subject to this chapter shall contain the full names and birth dates of all occupants of the dwelling unit leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing rental agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy permitted elsewhere in this code for that size unit.
- (C) Rent is to be payable without demand or notice 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.
- (D) Unless the rental agreement fixes a definite term, 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.

5-3-3-2. EFFECT OF UNSIGNED OR UNDELIVERED RENTAL AGREEMENT.

- (A) If the ~~landlord~~ housing provider does not sign and deliver a written rental agreement, signed and delivered to him/her the housing provider by the tenant, acceptance of rent without reservation by the ~~landlord~~ housing provider gives the rental agreement the same effect as if it had been signed and delivered by the ~~landlord~~ housing provider, for the term set forth in the rental agreement.
- (B) If the tenant does not sign and deliver a written rental agreement, signed and delivered to him/her the tenant by the ~~landlord~~ housing provider, 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.
- (C) If a rental agreement given effect by the operation of this section 5-3-3-2 provides for a term longer than one year, it is effective for only one year.

5-3-3-3. PROHIBITED PROVISIONS IN RENTAL AGREEMENTS.

(A) Except as otherwise provided by this chapter, no rental agreement may provide that the tenant or the ~~landlord~~ housing provider:

1. Agrees to waive or to forego rights or remedies under this chapter, Illinois state law, or federal law.
2. Authorizes any person to confess judgment on a claim arising out of the rental agreement a confession of judgment, or any entry of a judgment by a court without written notice or a trial, for any claim, including but not limited to debts, liabilities, damages, and obligations, arising out of the rental agreement,
3. Agrees to the limitation of any liability of the landlord or tenant arising under law or to indemnify the landlord or tenant for that liability or the costs connected therewith. Agrees to a waiver of: any written termination of tenancy notice or manner of service thereof provided under state law or this chapter, 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 the Illinois Code of Civil Procedure, 735 ILCS 5/2-201, et seq., or any action, regardless of good cause or cost.
4. Agrees to a 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 housing provider, property which the tenant is leasing a dwelling unit on, or the housing provider's or 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 housing provider or tenant arising under law or to indemnify the housing provider or tenant for that liability or the costs connected therewith.
6. Agrees to waive the right of any party to a trial by jury.
7. Agrees that in the event of a lawsuit arising out of the tenancy the tenant will pay the landlord's housing provider's attorney's fees except as provided for by court rules, statute or Ordinance. This paragraph shall also apply to a mobile home owner who, as a tenant, rents a manufactured home lot in a mobile home park as the terms "tenant", "manufactured home" or "mobile home," "lot," and "mobile home park," are defined or used in the Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745 et seq.
- ~~8. 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.~~
- 9-8. Agrees that a tenant shall pay a charge, fee or penalty for the late payment of rent in excess of twenty-five dollars (\$25.00) if the monthly rent does not exceed \$1,600 per month, or twenty-five dollars (\$25.00)

plus five percent (5%) of the monthly rent that exceeds \$1,600. This paragraph shall also apply to a mobile homeowner who, as a tenant, rents a manufactured home lot in a mobile home park as the terms, "tenant", "manufactured home" or "mobile home," "lot," and "mobile home park," are defined or used in the Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745 et seq.

~~10-9.~~ Agrees that a tenant shall receive a discount in excess of five percent (5%) of the monthly rent or fifty dollars (\$50) per month, whichever is lower, if the tenant pays rent before a specified date or within a specified time period in the month.

~~11-10.~~ Agrees that the housing provider shall not impose a fee in excess of the reasonable cost of that expense, including, but not limited to, credit-check fees, application fees, and move-in fees. A housing provider shall not rename a fee or charge to avoid application of this prohibition.

~~12-11.~~ Agrees to limit a tenant's right to contact law enforcement or emergency assistance or to penalize a tenant for contacting law enforcement or emergency assistance.

(B) A provision prohibited by subsection (A) of this section included in a rental agreement is unenforceable. If a ~~landlord~~ housing provider ~~deliberately knowingly and willfully~~ uses a rental agreement containing any provision known by ~~him/her~~ the housing provider to be prohibited, ~~the tenant may recover actual damages or two (2) months' rent, whichever is greater, the tenant may recover actual damages sustained by him/her and not more than two (2) months' rent and reasonable attorney fees.~~

(C) The provisions provided in Section 5-3-3-3(A) apply to new rental agreements starting on or after ~~October 1, 2024~~ January 1, 2025.

5-3-4. TENANT OBLIGATIONS.

5-3-4-1. MAINTAIN DWELLING UNIT.

The tenant shall:

- (A) Comply with all obligations imposed upon tenants by provisions of the codes applicable to the dwelling unit;
- (B) Keep that part of the premises that ~~he/she~~ the tenant occupies and uses as safe as the condition of the premises permits;
- (C) Dispose ~~from his/her dwelling unit of~~ from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
- (D) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

- (E) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;
- (F) Not ~~deliberately willfully~~ or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (G) ~~Conduct himself/herself~~ Act and require other persons on the premises with the tenant's his/her consent to ~~conduct themselves~~ act in a manner that will not disturb his/her the tenant's neighbor's peaceful enjoyment of the premises; and
- (H) Not engage in or permit: the unlawful selling, possession, serving, storage, deliverance, manufacture, cultivation, giving away or use of any controlled substance; prostitution; or gambling on the leased premises.

5-3-4-2. RULES AND REGULATIONS.

- (A) The ~~landlord~~ housing provider, from time to time, may adopt general rules or regulations concerning the tenant's use and occupancy of the premises. They are enforceable only if in writing and:
 1. Their purpose is to promote the convenience, safety and welfare of the tenants in the premises, preserve the ~~landlord's~~ housing provider's property from abusive use or make a fair distribution of services and facilities among tenants;
 2. They are reasonably related to the purpose for which they are adopted;
 3. They apply to all tenants in the premises in a fair manner;
 4. They are sufficiently explicit to fairly inform the tenant of what he/she must or must not do to comply;
 5. They are not for the purpose of evading the obligations of the ~~landlord~~ housing provider; and;
 6. They are not for the purpose of preventing tenants to assemble or otherwise communicate amongst each other about the premises; and
 7. The tenant has notice of them at the time ~~he/she~~ the tenant enters into the rental agreement.
- (B) A rule or regulation adopted after the tenant enters into the rental agreement that substantially modifies ~~his/her~~ the tenant's bargain is not enforceable unless the tenant consents to it in writing.

5-3-4-3. ACCESS.

- (A) The tenant shall not unreasonably withhold consent to the ~~landlord~~ housing provider to enter the dwelling unit in order to: inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements (including where such work elsewhere in the building requires such access), supply necessary or agreed services, ~~or~~ show the dwelling unit to prospective or actual purchasers, mortgagees, or workers, or show the dwelling unit to prospective

tenants ninety (90) days or less prior to the expiration of the existing rental agreement. ~~or workmen.~~

- (B) The ~~landlord~~ housing provider may enter the dwelling unit without consent of the tenant in case of emergency.
- (C) The ~~landlord~~ housing provider shall not abuse the right of access or use it to harass the tenant. Except in cases of emergency, or unless it is impracticable to do so, the ~~landlord~~ housing provider shall give the tenant at least two (2) days' notice of ~~his/her~~ the housing provider's intent to enter and may enter only at reasonable times. An entry between 8:00 AM and 8:00 PM or at any other time expressly requested by the tenant shall be presumed reasonable. The housing provider shall provide this written notice directly to each dwelling unit by mail, telephone, or written notice or by other reasonable means designed in good faith to provide written notice to the tenant. If access is required because of repair work for common facilities or multiple apartments, a general written notice may be given by the housing provider to all potentially affected tenants that entry may be required. In cases where access is authorized due to an emergency the housing provider shall give the tenant written notice of entry within two (2) days after such entry.

5-3-4-4. TENANT'S USE AND OCCUPANCY OF DWELLING UNIT.

Unless otherwise agreed, the tenant shall occupy ~~his/her~~ the dwelling unit only as a dwelling unit.

5-3-4-5. PROHIBITION AGAINST CRIMINAL ACTIVITY ON PREMISES.

- (A) Tenant, any member of the tenant's household, tenant's guest(s), and any person under tenant's control must not engage in or facilitate criminal activity on the premises or on ~~landlord's~~ housing provider's property, which includes the premises as described in the rental agreement.
- (B) Tenant, any member of the tenant's household, tenant's guest(s), and any person under tenant's control must not permit the premises to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
- (C) Tenant, any member of the tenant's household, tenant's guest(s), and any person under tenant's control must not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the ~~landlord~~ housing provider, his or her agent, other tenant(s), or involves imminent or actual serious property damage.
- (D) One or more violations of Subsections (A), (B), or (C) of this Section constitutes a material noncompliance with the Residential Landlord-Tenant Ordinance and the rental agreement. Any such violation is grounds for termination of tenancy and eviction from the premises.
- (E) Proof of violation will not require criminal conviction, but an arrest or citation (supported by admissible corroborating evidence that activity in violation of the

above provisions has occurred) for a described violation will be sufficient evidence of a violation constituting material noncompliance with the rental agreement and Code.

1. Any such violation committed by the tenant or any member of the tenant's household is grounds for ~~landlord~~ housing provider to terminate the tenancy of that individual tenant or household member and to evict that individual from the leased premises. Any eviction action must be conducted in accordance with the statutory requirements stated in the Illinois Forcible Entry and Detainer Act, 735 ILCS 5/9-101 et seq.
 2. As provided by Illinois law, ~~landlord~~ housing provider has the power to bar the presence of a person from the leased premises who is not tenant or a member of tenant's household. A ~~landlord~~ housing provider bars a person from the premises by providing written notice to tenant that the person is no longer allowed on the premises. That notice must be provided in accordance with the statutory requirements provided in Illinois law, 735 ILCS 5/9-106.2.
- (F) For purposes of this Section, "criminal activity" includes any of the offenses below:
1. Homicide, 720 ILCS 3/0-1 et seq.
 2. Aggravated assault, 720 ILCS 5/12-2.
 3. Aggravated battery, 720 ILCS 5/12-3.05.
 4. Criminal street gang recruitment, 720 ILCS 5/12-6.4.
 5. Unlawful contact with street gang members, 720 ILCS 5/24.
 6. Armed violence, 720 ILCS 5/33A-2.
 7. Kidnapping and related offenses, 720 ILCS 5/10-1 et seq.
 8. Possession of explosives or incendiary devices, 720 ILCS 5/20-2 et seq.
 9. Any offense involving deadly weapons, 720 ILCS 5/24-1 et seq.
 10. Mob action, 720 ILCS 5/25-1 et seq.
 11. Theft, 720 ILCS 5/16-1 et seq.
- (G) A tenant who is an innocent party or the victim of a crime, including but not limited to actual or threatened domestic violence, or sexual violence, will not be in violation of this Section or subject to eviction based on criminal activity. Nothing in this Section prohibits the ~~landlord~~ housing provider from evicting only the perpetrator of the domestic violence, or sexual violence, or other criminal activity without affecting the tenancy of the remaining tenants in the unit.
- (H) A Tenant will not be in violation of this Section or subject to eviction based on:
1. Contact made to police or other emergency services, if:
 - a. The contact was made with the intent to prevent or respond to domestic violence or sexual violence;
 - b. The intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or

- c. The contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability.
- 2. An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
- 3. Criminal activity or a local ordinance violation occurring in the dwelling unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member or guest.

5-3-5. LANDLORD HOUSING PROVIDER OBLIGATIONS.

5-3-5-1. SECURITY DEPOSITS AND PREPAID RENT.

- (A) A ~~landlord~~ housing provider may not demand or receive security or prepaid rent or any combination thereof in an amount in excess of one and one-half (1½) months' rent; provided, however, that rent paid on the first day of the month or upon any other day mutually agreed upon by the parties, due and payable in advance for that month, shall not be construed herein as either security or prepaid rent and therefore shall not be included in the computation of the aforesaid one and one-half (1½) months' rent. The tenant shall pay the ~~landlord~~ housing provider, 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 or prepaid rent required by the ~~landlord~~ housing provider. However, if the ~~landlord~~ housing provider requires a security deposit or prepaid rent in excess of one month's rent, but not exceeding one and one-half (1½) months' rent, that 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. ~~Interest on that portion of a security deposit or prepaid rent exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the landlord.~~ A housing provider may not avoid the coverage of this subsection by labeling the fee or charge as anything other than a security deposit.
- ~~(B) A landlord who receives security or prepaid rent from a tenant shall pay interest to the tenant at the rate equal to the interest rate paid on such security deposits in the city of Chicago. A landlord shall pay to the tenant interest on all deposits within thirty (30) days after the end of each twelve (12) month rental period, by cash or credit to be applied to the rent due, except when the tenant is in default under the terms of the rental agreement. Interest on that portion of a security~~

~~deposit or prepaid rent exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the landlord.~~

- (~~GB~~) Upon termination of the tenancy, property or money held by the landlord housing provider as security or prepaid rent may be applied to the payment of accrued rent and the amount of damages which the landlord housing provider has suffered by reason of the tenant's noncompliance with Subsection ~~5-3-4-1 of this chapter,~~ all as itemized by the landlord housing provider in a written notice delivered to the tenant together with the amount due twenty one (21) days after tenant has vacated ~~his/her~~ the dwelling unit. Any security or prepaid rent not so applied, ~~and any interest on such security due to the tenant,~~ shall be paid to the tenant within twenty one (21) days after tenant has vacated ~~his/her~~ the dwelling unit. In the event the rental agreement terminates pursuant to ~~sub~~Section 5-3-7-4(A)(1) of this chapter regarding landlord's housing provider's wrongful failure to supply essential services, the obligations imposed on the landlord housing provider pursuant to this subsection (~~C B~~) shall be performed within forty eight (48) hours after the expiration of the seven (7) day written notice to the landlord housing provider to restore service.
- (~~DC~~) A landlord housing provider shall hold all security deposits ~~received by him or her~~ 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 any 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 housing provider, and shall not be subject to the claims of any creditor of the landlord housing provider or of the landlord's housing provider's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy.
- (~~E~~) ~~The city shall cause the new rate of security deposit interest to be published once a week for two (2) consecutive weeks in two (2) or more newspapers of general circulation in the city. The city manager shall direct the Community and Economic Development Department to prepare and publish for free public distribution at government offices and libraries, 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 (2) years. Said pamphlet shall also be available on the city's website.~~
- (~~FD~~) If the landlord housing provider fails to comply with subsection (~~GB~~) of this section, the tenant may recover the property and money due him/her together with damages in an amount equal to twice the amount wrongfully withheld and reasonable attorney fees.

(GE) This section does not preclude the ~~landlord~~ housing provider or tenant from recovering other damages to which ~~he/she~~ either party may be entitled under this chapter.

5-3-5-2. DISCLOSURE.

(A) The ~~landlord~~ housing provider or any person authorized to enter into a rental agreement on ~~his/her~~ of the housing provider shall disclose to the tenant in writing, on or before the commencement of the tenancy:

1. The name, address and twenty four (24) hour telephone number of the person authorized to manage the premises; and
2. The name and address of the owner of the premises or the person authorized to act on behalf of the owner for the purpose of service of process and for the purpose of receiving notices and demands.
3. Whether the housing provider or tenant bears the responsibility for payment of the cost of heat for the dwelling unit.
 - a. In rental agreements in which the tenant pays the cost of heat for a dwelling unit and is directly responsible to the utility company, the utility service shall be individually metered to the dwelling unit, and the housing provider shall disclose to the tenant in the rental agreement the annual cost of service from the utility providing the primary service during the previous twelve (12) months, if known.
 - b. In rental agreements in which the tenant pays the cost of heat for a dwelling unit to the housing provider, the housing provider shall disclose to the tenant in the rental agreement the annual cost of service from the utility providing the primary service during the previous twelve (12) months. If the housing provider did not own the dwelling unit during the previous 12 months or did not pay the utility costs to the utility provider on behalf of the tenant during the previous 12 months, the housing provider may satisfy this requirement by providing cost of service for a similar dwelling unit, if known, or disclose to the tenant that the utility costs are unknown to the housing provider.
4. When the housing provider charges a move-in fee and/or an administrative fee, the housing provider shall provide the tenant with an itemized list of the housing provider's reasonable estimate of the costs that comprise the move-in fee and/or administrative fees and shall not charge the tenant moving into the premises for costs associated with routine maintenance and the upkeep of the premises.

(B) A person who fails to comply with subsections (A)(1) and (2) of this section becomes an agent of each person who is a ~~landlord~~ housing provider for:

1. Service of process and receiving of notices and demands; and

2. Performing the obligations of the ~~landlord~~ housing provider under this chapter and under the rental agreement and expending or making available for that purpose all rent collected from the premises.
- (C) The information required to be furnished by subsection (A) of this section shall be kept current. Subsections (A) and (B) of this section extend to and are enforceable against any successor ~~landlord~~ housing provider or manager.
- (D) Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the ~~landlord~~ housing provider or any person authorized to enter into a rental agreement on ~~his/her~~ behalf of the housing provider shall disclose to the tenant in writing:
1. any code violations which have been cited by the city for the dwelling unit and ~~/or~~ common area and provide written notice of the pendency of any code enforcement litigation or administrative hearing. The written 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.
 2. Any notice of intent by the ~~municipality~~ city 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.
- (E) The housing provider has an obligation to disclose foreclosure.
1. Within seven (7) days of being served a foreclosure complaint, an owner or housing provider 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 housing provider. An owner or housing provider 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 housing provider on behalf of a tenant.
 2. Before a tenant initially enters into a rental agreement for a dwelling unit, the owner or housing provider shall also disclose, in writing, that ~~they are~~ the housing provider is named in a foreclosure complaint.
 3. 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 premises. 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 housing provider is still responsible for their obligations under the rental agreement. You shall receive additional notice if there is change in owner."
 - ~~4. If the owner or housing provider fails to comply with Section 5-3-5-2(F), the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than thirty (30)~~

~~days from the date of written notice. In addition, if a tenant in a civil legal proceeding against an owner or housing provider establishes that a violation of this section has occurred, they shall be entitled to recover \$500 in damages in addition to any other damages, attorney's fees or remedies to which the tenant may also be entitled.~~

- (F) The housing provider has an obligation at the time of signing the lease agreement to disclose provide written information informing the tenant how to detect, report, and remove bed bugs.

~~If the landlord housing provider fails to comply with this subsection, the tenant may pursue the remedies provided in Subsections 5-3-7-1 or 5-3-7-3 of this chapter. If the owner or housing provider fails to comply with Sections 5-3-5-2 (A)-(E), the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination (no later than thirty (30) days from the date of the written notice). In addition, if a tenant in a civil legal proceeding against an owner or housing provider establishes that a violation of Sections 5-3-5-2 (A) – (E) has occurred, the tenant shall be entitled to recover \$200 in damages in addition to any other damages, attorney's fees, or other remedies to which the tenant may also be entitled.~~

5-3-5-3. MAINTAIN FIT PREMISES.

- (A) ~~The landlord~~ housing provider shall maintain the premises in substantial compliance with the applicable codes of the city and shall promptly make any and all repairs necessary to fulfill this obligation.
- (B) ~~The landlord~~ housing provider and tenant of any dwelling unit may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:
1. The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the ~~landlord~~ housing provider and is set forth in a separate writing signed by the parties and supported by adequate consideration; and
 2. The agreement does not diminish or affect the obligation of the ~~landlord~~ housing provider to other tenants in the premises.
- (C) ~~Landlord~~ Housing provider must address, which may include commencing eviction proceedings, with tenant any and all violations of Section 5-3-4-5, Prohibition against Criminal Activity on Premises, to ensure other tenants and occupants of the ~~landlord's~~ housing provider's property have housing free from criminal activity.

5-3-5-4. LIMITATION OF LIABILITY.

- (A) Unless otherwise agreed, a ~~landlord~~ housing provider who sells the premises is relieved of liability under the rental agreement and this chapter for events occurring

subsequent to written notice to the tenant of the sale. However, he/she the housing provider remains liable to the tenant for any property and money to which the tenant is entitled under Section 5-3-5-1 of this Chapter and all prepaid rent, unless the tenant receives written notice that such property, money and prepaid rent have been transferred to the buyer, and that the buyer has accepted liability for such property, money and prepaid rent.

- (B) 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 the manager's management of the premises.

5-3-5-5. LEAD DISCLOSURE REQUIREMENTS.

- (A) ~~Landlords~~ Housing providers subject to this section must follow all applicable state and federal regulations regarding lead poisoning and must specifically:
1. 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.
 2. Disclose any known lead hazards.
- (B) If the housing provider fails to comply with Section 5-3-5-5 within seven (7) days after receipt of the tenant provides written notice of that failure, the tenant shall recover one (1) month's rent or actual damages, whichever is greater, and reasonable attorney's fees.

5-3-6. LANDLORD HOUSING PROVIDER REMEDIES.

5-3-6-1. NONCOMPLIANCE WITH RENTAL AGREEMENT; FAILURE TO PAY RENT.

- (A)
1. If there is a material noncompliance by the tenant with the rental agreement or with Subsections 5-3-4-1(A) through (G F g) of this Chapter, the ~~landlord~~ housing provider 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 not less than thirty (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.
 2. If there is a material noncompliance by the tenant with any of the provisions of Subsections 5-3-4-1(A) through (G) of this Chapter after expiration of the ~~landlord's~~ housing provider's written notice to tenant to remedy the acts and omissions specified in the notice delivered pursuant to Subsection A(1) of this Section, throughout the remainder of the term of the rental agreement, the ~~landlord~~ housing provider may deliver written

notice to the tenant that the rental agreement shall terminate not less than thirty (30) days after delivery of the written notice to terminate.

3. If there is noncompliance by the tenant with Subsection ~~5-3-4-1 (G) or (H)~~ of this Chapter, the ~~landlord~~ housing provider may deliver written notice to the tenant specifying the acts constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, ~~or, in the case of owner occupied dwelling units containing two (2) or fewer rooming units, upon a date not less than forty-eight (48) hours after receipt of the notice.~~
- (B) If the rent is unpaid when due, the housing provider may deliver to the tenant a written notice of the housing provider's intention to terminate the rental agreement. The housing provider shall serve the written notice in compliance with state law; and if the tenant does not materially comply with the written notice fails to pay the unpaid rent within ten (10) days of receipt, or, in the case of owner occupied dwelling units containing two (2) or fewer rooming units, within forty-eight (48) hours after receipt of written notice by the landlord of his/her intention to terminate the rental agreement if the rent is not so paid, the landlord housing provider may terminate the rental agreement. Nothing in this subsection shall affect a housing provider's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations. A housing provider may also opt to maintain an action for rent and/or damages pursuant to state law without terminating the rental agreement.
- (C) One-time Tenant Right to Pay and Stay. At any time prior to the issuance of any order of possession or 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 housing provider unpaid rent, duly owed from the date of non-payment to the date of payment, together with all filing fees and costs paid by the housing provider and all fees and costs expended by the housing provider for service of process, but not including attorney fees. If the tenant so pays prior to the issuance of any order of possession or eviction order, the Court shall dismiss the case. If the housing provider refuses to provide a total amount due, the tenant may cure by making a good faith payment of the amount that the tenant believes in good faith to be due.
- (D) Except as provided herein, the ~~landlord~~ housing provider may recover damages and or obtain injunctive relief for any noncompliance by the tenant with the rental agreement or with Section 5-3-4-1 ~~of this Chapter~~. If the tenant's noncompliance is ~~willful~~ willful, the housing provider may recover reasonable attorney fees.

5-3-6-2. ABANDONMENT; SUBLEASES.

If the tenant abandons the dwelling unit, the ~~landlord~~ housing provider shall make a good faith effort to rent it at a fair rental. This shall include the acceptance of reasonable subleases. If the ~~landlord~~ housing provider succeeds in 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~~ housing provider from the date of abandonment to the termination of the initial rental agreement. If the ~~landlord~~ housing provider 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. In either event, the tenant shall be liable for the advertising expenses and reasonable redecoration costs incurred by the ~~landlord~~ housing provider in re-renting the dwelling unit.

5-3-6-3. WAIVER OF LANDLORD'S HOUSING PROVIDER'S RIGHT TO TERMINATE.

~~Acceptance of rent with knowledge of a default by the tenant, including holding payment, or acceptance of performance by him/her that varies from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord housing provider, constitutes a waiver of his/her right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.~~

If a housing provider accepts rent from the tenant or accepts the tenant's actions that are in conflict with the terms of the rental agreement or any of the housing provider's rules or regulations, the housing provider waives any right to terminate the rental agreement for that breach, unless the tenant and housing provider otherwise agree after the breach has occurred.

5-3-6-4. REMEDY AFTER TERMINATION.

If the rental agreement is terminated pursuant to Section 5-3-6-1, the ~~landlord~~ housing provider may have a claim for possession and for rent and a separate claim for damages for breach of the rental agreement ~~and reasonable attorney fees, as provided in subsection 5-1(C) of this chapter.~~

5-3-6-5. NOTICE OF RENEWAL OR REFUSAL TO RENEW RENTAL AGREEMENT FAIR NOTICE REGARDING RENEWAL.

- (A) If the rental agreement will not be renewed or if a month-to-month tenancy will be terminated, the housing provider shall provide written notice of the nonrenewal to the tenant no less than ninety (90) days prior to the termination date.
- (B) If the housing provider fails to give the ~~required written~~ notice required by Section 5-3-6-5 (A) to the tenant, the lease term shall be extended and the tenant may remain in his/her the dwelling unit for ninety (90) days, commencing on after the

date that ~~the~~such written notice is received by the tenant. During such period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice.

- (C) A housing provider who wishes to renew a rental agreement must provide the proposed new rental agreement to the tenant not less than ninety (90) days prior to the termination date of the current rental agreement. No tenant shall be required to renew a rental agreement more ~~than thirty-four~~thirty-five (3045) days prior to the termination date of the current rental agreement.
- (D) If the housing provider ~~violates this subsection, the tenant shall recover two (2) months' rent of actual damages, whichever is greater, and the housing provider shall be fined not less than five hundred dollars (\$500) by the City of Evanston, to be paid to the Affordable Housing Fund.~~ fails to give the notice required by Section 5-3-6-5(C) within the time provided, the lease term shall be extended and the tenant may remain in the dwelling unit for ninety (90) days after the date that such written notice is received by the tenant. During such period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of the tenancy immediately preceding the notice.

5-3-6-6. DISPOSITION OF ABANDONED PROPERTY.

- (A) Except as otherwise agreed, if, upon termination of a tenancy (other than by an order of a court of competent jurisdiction) 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~~ housing provider reasonably believes that the tenant has abandoned such personal property, the ~~landlord~~ housing provider may ~~shall~~:
1. Notify the tenant in writing of ~~his/her~~ the housing provider's demand that such property be removed within the dates set forth in such notice (but not less than 15 days after delivery or mailing of such notice); and that if such property is not removed within the time specified, the property may be sold. If the property is not removed within the time specified in such notice, the ~~landlord~~ housing provider may sell the property at a public sale or at a commercially reasonable private sale. The proceeds, less reasonable costs incurred by such sale or storage of property, shall be held by the ~~landlord~~ housing provider 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~~ housing provider; or
 2. If the tenant has left personal property which is reasonably determined by the ~~landlord~~ housing provider 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 sale, the ~~landlord~~ housing provider may notify the tenant in writing that such property be removed by the date specified in such notice (but not less than 15 days after delivery or mailing

of such notice), and that if such property is not removed within the time specified, the ~~landlord~~ housing provider intends to destroy or otherwise dispose of the property. If the property is not removed within the time specified in the notice, the ~~landlord~~ housing provider may destroy or otherwise dispose of the property.

3. The notice ~~shall~~ may also provide that the housing provider will indicate his/her election to sell specific items of the tenant's personal property and ~~to destroy or otherwise dispose of the remainder of said property.~~
- (B) ~~For purposes of this section, "abandonment" shall mean that the tenant has vacated the premises, and that his/her rent is in default and that notice by the landlord housing provider to terminate the rental agreement as provided in Subsection 5-3-6-1(B) of this chapter has expired. The housing provider may determine that the tenant has abandoned the dwelling unit and property therein in the following circumstances: (i) the tenant has provided actual written notice to the housing provider indicating the tenant's intention not to return to the dwelling unit; or (2) all persons entitled under the rental agreement have been absent from the dwelling unit for a period of thirty two (32) days, or for one rental period when the rental agreement is for less than a month, and such person(s) have removed their personal property from the premises and rent for that period is unpaid.~~
- (C) After sending written notice, as provided in Subsection (A) of this section, the ~~landlord~~ housing provider 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~~ housing provider's ~~deliberate~~ willful or negligent act or omission. The ~~landlord~~ housing provider may elect to store the property in or about the previously vacated premises. 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.
- (D) After the ~~landlord's~~ housing provider's notice under Subsection (A) of this section, if the tenant makes timely response in writing of ~~his/her~~ the tenant's intention to remove the personal property from the premises and does not do so within the time specified in the ~~landlord's~~ housing provider's notice or within thirty (30) days of the delivery or mailing of the tenant's written response or a mutually agreeable date (whichever is later), it shall be conclusively presumed that ~~he/she~~ the tenant has abandoned such property. In the event the tenant removes the property after notice, the ~~landlord~~ housing provider shall be entitled to the cost of storage for the period the property has remained in ~~his/her~~ the housing provider's safekeeping.
- (E) Any public sale, authorized under the provisions of this section, shall be conducted pursuant to law ~~in such instances made and provided.~~

5-3-7. TENANT REMEDIES:

5-3-7-1. NONCOMPLIANCE BY LANDLORD HOUSING PROVIDER.

- (A) If there is a material noncompliance by the landlord housing provider with the rental agreement or with ~~sub~~Section 5-3-5-1(F) or 5-3-5-3 of this chapter, the tenant may deliver a written notice to the landlord housing provider specifying the breach and that the rental agreement will terminate, and the notice will expire, on a date not less than ~~thirty (30)~~ ten (10) days after receipt of the notice, ~~or in the case of owner occupied dwelling units containing two (2) or fewer rooming units, upon a date not less than forty eight (48) hours after receipt of the notice,~~ unless the breach is remedied by the landlord housing provider 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 tenant may not terminate for a condition caused by the deliberate willful or negligent act or omission of the tenant, a member of his/her the tenant's family, or other person on the premises with his/her the tenant's consent. If the tenant does not vacate the property within thirty (30) days after the expiration of the 10-day period, then the tenant's written notice shall be deemed withdrawn and the rental agreement shall remain in full force and effect.
- (B) Except as provided in this chapter, the tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord housing provider with the rental agreement or with ~~Sub~~section 5-3-5-3 of this chapter. If the landlord's housing provider's noncompliance is willful, the tenant may recover reasonable attorney fees. The housing provider shall have as an affirmative defense to this action that the condition was caused by a ~~deliberate willful~~ 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.
- (C) If the rental agreement is terminated, the landlord housing provider shall return all any security deposit and interest recoverable by the tenant under ~~Sub~~section 5-3-5-1 of this chapter and all prepaid rent.

5-3-7-2. FAILURE TO DELIVER POSSESSION.

- (A) If the landlord housing provider fails to deliver possession of the dwelling unit to the tenant in compliance with the rental agreement and ~~Sub~~section 5-3-5-3 of this chapter, rent abates until possession is delivered and the tenant may:
1. Upon at least five (5) days' written notice to the landlord housing provider, terminate the rental agreement and upon termination the landlord housing provider shall return all prepaid rent and any security deposit; or

2. Demand performance of the rental agreement by the landlord housing provider and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord housing provider or any person wrongfully in possession and recover the damages sustained by ~~him/her~~ the tenant.
- (B) If a person's failure to deliver possession is ~~willful~~ willful, an aggrieved person may recover from that person wrongfully in possession, an amount not more than two (2) months' rent or twice the actual damages sustained by ~~him/her~~ said aggrieved person, whichever is greater, and reasonable attorney fees.

5-3-7-3. SELF-HELP FOR MINOR DEFECTS AND RENT WITH-HOLDINGS.

- (A) ~~With respect to any single violation~~ If a landlord is not in material compliance with the rental agreement or violates of Section 5-3-5-3 (A), the tenant may: ~~choose either the remedy in subsection (A)1 or (A)2 of this section.~~
1. ~~If the landlord housing provider fails to comply with the rental agreement or with Subsection 5-3-5-3(A) of this chapter, and the reasonable cost of compliance is less than two hundred dollars (\$200.00),~~ five hundred dollars (\$500) or an amount equal to one-half (½) of the monthly rent, whichever amount is greater, the tenant may recover damages for the breach under Subsection 5-3-7-1(B) of this chapter or may notify the landlord housing provider in writing of ~~his/her~~ the tenant's intention to correct the condition at the landlord's housing provider's expense. If the landlord housing provider fails to comply within ~~fourteen (14)~~ ten (10) 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, after submitting to the landlord housing provider a receipted bill from an appropriate ~~tradesman~~ tradesperson, deduct from ~~his/her~~ the rent the amount thereof, not exceeding the limits specified in this subsection; provided, that the tenant has fulfilled ~~his/her~~ all affirmative obligations under Subsection 5-3-4-1; ~~or of this chapter.~~
 2. ~~If the landlord housing provider fails to comply with the rental agreement or with Subsection 5-3-5-3(A) of this chapter,~~ the tenant may, where the condition has been cited as a code violation by the city, notify the landlord housing provider 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 housing provider fails to correct the condition within ~~fourteen (14)~~ ten (10) 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.
- (B) A tenant may not repair at the landlord's housing provider's expense or withhold rent under this section if the condition was caused by the ~~deliberate~~ willful or

negligent act or omission of the tenant, a member of ~~his/her~~ the tenant's family or other person on the premises with ~~his/her~~ the tenant's consent.

- (C) Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other tenants sharing such facilities of ~~his/her~~ the tenant's plans in writing, and shall so arrange the work as to create the least practicable inconvenience to the other tenants.

5-3-7-4. WRONGFUL FAILURE TO SUPPLY ESSENTIAL SERVICES.

- (A) If, contrary to the rental agreement, the ~~landlord~~ housing provider fails to supply heat, running water, hot water, electricity, gas, ~~or~~ plumbing, air conditioning, or internet access, the tenant may:
1. Deliver a written notice to the ~~landlord~~ housing provider specifying the service to be restored, that the service must be restored within seven (7) days of delivery of the notice, and that the rental agreement will terminate automatically at the expiration of the seven (7) days if the specified service is not restored; or
 2. Pay for the provision of these services and deduct the cost from their next rental payment, or payments, in the event the cost of services procured exceeds the amount of the next rental payment; or
 3. Recover damages based upon the diminution in the fair rental value of the dwelling unit and reasonable attorney fees; or
 4. Procure substitute housing during the period of the ~~landlord's~~ housing provider's noncompliance, in which case the tenant is excused from paying rent for the period of the ~~landlord's~~ housing provider's 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 attorney fees.
- (A) If the tenant proceeds under this section, ~~he/she~~ the tenant may not proceed under Subsection 5-3-7-1 or 5-3-7-3 of this chapter for that breach. The tenant may not exercise ~~his/her~~ any rights under this section if the condition was caused by the inability of a utility supplier to provide service or by the ~~deliberate willful~~ or negligent act or omission of the tenant, a member of ~~his/her~~ the tenant's family, or other person on the premises with ~~his/her~~ the tenant's consent.

5-3-7-5. LANDLORD'S HOUSING PROVIDER'S NONCOMPLIANCE AS DEFENSE TO ACTION FOR POSSESSION OR RENT.

- (A) In an action for possession based upon nonpayment of rent or in an action for rent where the tenant is in possession, the tenant may counterclaim for any amount which ~~he/she~~ the tenant may recover under the rental agreement or this chapter. In

that event, the court may order the tenant to pay into court all or part of the rent accrued and thereafter accruing, and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and the balance by the other party. ~~If no rent remains due after application of this section, judgment shall be entered for the tenant in the action for possession. If the defense or counterclaim by the tenant is without merit, the landlord may recover reasonable attorney fees.~~

- (B) In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided in subsection (A) of this section, but the tenant is not required to pay any rent into court

5-3-7-6. FIRE OR CASUALTY DAMAGE.

- (A) 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:
1. Immediately vacate the premises and notify the landlord housing provider in writing within fourteen (14) days thereafter of ~~his/her~~ the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of ~~vacating~~ 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 diminution in the fair rental value of the dwelling unit.
- (B) If the rental agreement is terminated, the ~~landlord~~ housing provider shall return all any security deposit recoverable under Section 5-3-5-1 ~~of this chapter~~ and all prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.
- (C) A tenant may not exercise remedies in this section if the fire or casualty damage was caused by the ~~deliberate willful~~ or negligent act or omission of the tenant, a member of ~~his/her~~ the tenant's family, or person on the premises with ~~his/her~~ the tenant's consent.

5-3-8. HOLDOVER; ABUSE OF ACCESS.

5-3-8-1. HOLDOVER REMEDIES.

If the tenant remains in possession without the ~~landlord's~~ housing provider's consent, after expiration of the term of the rental agreement or its termination or the expiration of the fair notice period as set forth in Section 5-3-6-5, the ~~landlord~~ housing provider may bring an action for possession and if the tenant's holdover is ~~willful~~ willful, the ~~landlord~~ housing provider in addition may recover an amount not more than two (2) months' periodic rent or twice the damages sustained by ~~him/her~~ the housing provider, whichever

is greater, and reasonable attorney fees. If the landlord housing provider consents to the tenant's continued occupancy, Subsection 5-3-3-1(C) of this chapter applies.

5-3-8-2. LANDLORD HOUSING PROVIDER AND TENANT REMEDIES FOR ABUSE OF ACCESS.

- (A) If the tenant refuses to allow lawful access, the landlord housing provider may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord housing provider may recover damages and reasonable attorney fees.
- (B) If the landlord housing provider 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 ~~him/her~~ the tenant, whichever is greater, and reasonable attorney fees.

~~5-3-8-3. NOTICE OF REFUSAL TO RENEW RENTAL AGREEMENT.~~

- ~~(A) If the rental agreement will not be renewed or if a month to month tenancy will be terminated, the landlord shall notify the tenant in writing thirty (30) days prior to the termination date.~~
- ~~(B) If the landlord fails to give the required written notice, the tenant may remain in his/her dwelling for two (2) months, commencing on the date that the written notice is received by the tenant. During such period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice.~~

5-3-9. RETALIATORY CONDUCT; CIVIL ACTIONS BY CITY.

5-3-9-1. RETALIATORY CONDUCT.

- (A) ~~Except as provided in this section, a~~ A landlord housing provider 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:
 1. Complained in good faith of a code violation to a government agency charged with the responsibility for the enforcement of such code;
 2. Complained to the landlord housing provider of a violation under Subsection 5-3-5-2(D) or Section 5-3-5-3 ~~of this chapter~~;

3. Complained of a building, housing, health, or similar code violation or housing provider practice to a community organization or the news media;
 4. Sought the assistance of a community organization, including a legal aid organization, or the news media, to remedy a code violation or questionable practice of housing provider;
 5. Organized, distributed leaflets, or sought permission to use building common spaces to organize or become a member of a tenant union or similar organization; or
 6. Testified in any court or administrative proceeding concerning the condition of the premises; or
 7. Exercised or attempted to exercise any right or remedy under the Illinois Safe Homes Act, 765 ILCS 750 et seq., including terminating their lease or changing their locks due to domestic or sexual violence.
 8. Exercised or attempted to exercise any right or enforce any remedy granted to him/her under this chapter, or by other applicable law.
- (B) If the ~~landlord~~ housing provider acts in violation of subsection (A) of this section, the tenant has a defense in any retaliatory action against ~~him/her~~ the housing provider for possession and is entitled to the following remedies: ~~he/she~~ 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 damages sustained by ~~him/her~~ the tenant, whichever is greater, and reasonable attorney fees. If the rental agreement is terminated, the ~~landlord~~ housing provider shall return all any security deposit and interest recoverable under Section 5-3-5-1 of this chapter and all prepaid rent. 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~~ housing provider's conduct was retaliatory. The presumption does not arise if the tenant made the complaint after notice of a proposed rent increase.
- (C) ~~Notwithstanding subsections (A) and (B) of this section,~~ For purposes of this section, it is not retaliation when a landlord housing provider may brings an action for possession if:
1. The violation of a code was caused primarily by lack of care by the tenant, a member of his/her the tenant's family or other person on the premises with his/her the tenant's consent; or
 2. The tenant is in default in rent, other than a purported default under Subsection 5-3-7-3 of this chapter.

5-3-9-2. CIVIL ACTIONS BY CITY.

Whenever the city manager or ~~his/her~~ the city manager's designee has reasonable cause to believe that any ~~landlord~~ housing provider or tenant is engaged in a pattern of practice of violating the provisions of this chapter, the city may bring a civil action by filing a complaint signed by the city manager, 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 housing provider 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. ~~The foregoing does not limit the city's authority to institute actions pursuant to Subsection 5-3-12-3 of this chapter to enforce Section 5-3-12 of this chapter.~~

5-3-10. ATTACHMENT OF CHAPTER TO RENTAL AGREEMENT.

- (A) A summary of this chapter, describing the respective rights, obligations, and remedies of housing providers and tenants, shall be provided by the housing provider to the tenant along with the rental agreement for signature. A copy of such summary will be made available in multiple languages on the City of Evanston website. A current copy of the ordinance codified herein shall be attached to each written rental agreement whether it be a City of Evanston model apartment lease agreement or a landlord drafted written lease 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. The lessee shall acknowledge receipt of the ordinance codified herein on the executed lease.
- (B) If a tenant in a civil legal proceeding against his/her landlord establishes that the housing provider has violated Section 5-3-10(A), the tenant may terminate the rental agreement by written notice. However, the tenant may exercise the right to terminate the rental agreement pursuant to this section only if the tenant first gives the housing provider written notice of the housing provider's breach and that the housing provider must remedy the breach within two (2) business days after the tenant delivered the written notice of breach. Said written notice of breach shall specify the date of termination of the rental agreement, not more than thirty (30) days from the date the written notice is delivered to the housing provider. The written notice provided for in this section may be delivered electronically if the parties' have previously communicated electronically. a violation of subsection (A) of this section has occurred, he/she shall be entitled to recover two hundred dollars (\$200.00) in damages and reasonable attorney fees.
- (C) The A model apartment lease agreement ("agreement"), as amended from time to time, and copies of all required disclosure documents shall be on file with the city clerk. Each amended agreement form shall be effective for a minimum of one year. Leases entered into during the effective period of a particular agreement form shall remain valid notwithstanding amendments made in the agreement form during the lease term.

5-3-11. CONDOMINIUM CONVERSIONS.

In the event that any of the provisions of this chapter conflict with provisions of the Residential Condominium Conversion Ordinance (section 5-4-4-5), the provisions of this chapter shall control and prevail. ~~Provisions of this chapter that contradict, modify, expand or limit the right of landlords or tenants established under this chapter shall prevail over the provisions of this chapter for leases entered into or renewed subsequent to the effective date of the residential condominium ordinance.~~

5-3-12. INTERRUPTION OF TENANT OCCUPANCY.

5-3-12-1. UNLAWFUL INTERRUPTION LOCKOUTS PROHIBITED.

It is unlawful for any ~~landlord~~ housing provider or any person acting at ~~his/her~~the housing provider's direction to knowingly oust or dispossess 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 internet 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 of force or threat of violence, injury or force to a tenant's person or property; or by any other act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable.

5-3-12-2. EXCLUSIONS.

The provisions of ~~Subsection 5-3-12-1 of this chapter~~ shall not apply where:

- (A) A ~~landlord~~ housing provider 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/her~~ the tenant's personal property; or
- (B) A ~~landlord~~ housing provider acts in compliance with the laws of Illinois pertaining to distress for rent; or
- (C) A ~~landlord~~ housing provider acts pursuant to court order; or
- (D) A ~~landlord~~ housing provider interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or
- (E) The tenants with a right to possession of the dwelling unit have been absent therefrom for ~~thirty-two~~ (302) consecutive days without advising the ~~landlord~~ housing provider of such absence or their intent to return, current rent is ~~thirty-two~~ (302) or more days overdue, and after diligent inquiry the ~~landlord~~ housing provider

has reason to believe that tenants have abandoned the premises and do not intend to return.

~~5-3-12-3. FINES.~~

~~Each member of the police department, while on duty, is hereby authorized to arrest any person who is found to have violated any of the provisions of Subsection 5-3-12-1 of this chapter.~~

~~Any person found guilty of violating Subsection 5-3-12-1 of this chapter shall be fined not less than two hundred dollars (\$200.00) nor more than five hundred dollars (\$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.~~

5-3-12-4. CIVIL REMEDY.

If a tenant in a civil legal proceeding against ~~his/her landlord~~ the housing provider establishes that a violation of ~~Subsection 5-3-12-1 of this chapter~~ Section 5-3-12-1 has occurred, ~~he/she~~ the tenant shall be entitled to recover possession of ~~his/her~~ the dwelling unit and/ or personal property and shall recover an amount equal to not more than two (2) months' rent or twice the actual damages the tenant sustained ~~by him/her~~, whichever is greater, and reasonable attorney fees. ~~A tenant may pursue any civil remedy for violation of this section 5-3-12 regardless of whether a fine has been entered against the landlord housing provider pursuant to Subsection 5-3-12-3 of this chapter.~~

5-3-12-5. TENANT'S RIGHT TO TERMINATE.

If a ~~landlord~~ housing provider or any person acting at ~~his/her~~ the housing provider's direction violates ~~Subsection 5-3-12-1 of this chapter~~, the tenant shall have the right to terminate the rental agreement by sending the ~~landlord~~ housing provider written notice of ~~his/her~~ the tenant's intention to terminate within three (3) days of the violation. If the rental agreement is terminated, the ~~landlord~~ housing provider shall return all ~~any~~ security deposits, and prepaid rent ~~and interest~~ to the tenant in accordance with this chapter.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this Ordinance 52-O-24 or application

thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 4: Ordinance 52-O-24 shall be in full force and effect ~~after its passage and approval~~ beginning January 1, 2025.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: July 08, 2024

Approved:

Adopted: July 22, 2024

July 22, 2024

Daniel Biss

Daniel Biss, Mayor

Attest:

Approved as to form:

Stephanie Mendoza

Alexandra B. Ruggie

Stephanie Mendoza, City Clerk

Alexandra B, Ruggie, Corporation Counsel