Chicago's Residential Landlord and Tenant Ordinance Summary

At initial offering this Summary of the ordinance must be attached to every rental agreement and also upon the renewal of a lease or for renewal. The Summary must also be given to a tenant at initial offering of an interest in the property or the occupant if the tenant is not the occupant. Otherwise, all provisions are effective as of November 6, 1986. (Mun. Code Ch. 5-12-100 to 5-12-170)

IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE ORDINANCE, OBTAIN A COPY OF THE ENTIRE ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY WOULD ALSO BE ADVISABLE.

WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? (Mun. Code Ch. 5-12-010 & 5-12-020)

- Rooms in boarding houses
- Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and does not exceed 32 days
- School dormitory rooms, shelters, employee's quarters, non-residential mobile homes
- Owner occupied co-ops and condominiums.

WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? (Mun. Code Ch. 5-12-020)

The tenant, the tenant's family and invited guests must comply with all obligations imposed specifically upon tenants by the Municipal Code, including:
- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant's apartment.
- Keeping the unit safe and clean.
- Using all equipment and facilities in a reasonable manner.
- Not disturbing the unit.
- Not disturbing other residents.

LANDLORD'S RIGHT OF ACCESS (Mun. Code Ch. 5-12-060)

- A landlord may enter a tenant's dwelling unit during two days notice by mail, telephone, written notice or other means designed in good faith to notify the tenant.
- A general notice to all affected tenants may be given in the event the repair work on common areas or other units may require such access.
- In an emergency or exigency of necessity, the landlord may enter the dwelling unit, if the landlord requests entry.

SECURITY DEPOSITS AND PREPAID RENT (Mun. Code Ch. 5-12-080 and 5-12-081)

- A landlord must give a tenant a receipt for security deposit including the original copy of the receipt, the date it was deposited and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest each year on security deposits and prepaid rent (1-1/2%) held more than six months.
- A landlord must keep a record of every tenant who pays security deposit and interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- If the landlord, after two days notice, delivers the unit back to the tenant, the tenant remains liable for the rent under the rental agreement.

FIRE OR CASUALTY DAMAGE (Mun. Code Ch. 5-12-110 (G))

- If a fire damages the unit to an extent that it is not material non-compliance with the Code and the tenant, the tenant's family or guests are not responsible for fire or accident, the tenant may:
  1) Minister immediately if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after damage.
  2) The tenant may stay in the unit, if it is illegal, but if the tenant stays and continues to be in material non-compliance with the Code, the landlord may be reduced to reflect the reduced value of the unit. If the landlord vacates the unit, the tenant must be given written notice of the landlord's intention to terminate the rental agreement. (1-1/2%) and move out.

SUBLEASES (Mun. Code Ch. 5-12-120)

- If the landlord or subtenant fails to comply with the Code or the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.
- If the landlord fails to enter into a sublease granting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord's cost of advertising.

WHAT HAPPENS IF A TENANT RENT PAY LATE? (Mun. Code Ch. 5-12-12)

- If the tenant fails to pay rent on time, the landlord may charge a late fee of $10.00 per month on rentals under $500 plus 5% of the month that the rent is in arrears ($500, i.e., for a $500.00 monthly rent the late fee is $10.00, for a $700.00 monthly late fee is $10.00 plus 5% of $200 or $200 total) (1-1/2%) and move out.

WHAT IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TENANCY? (Mun. Code Ch. 5-12-140)

- If the landlord has conveyed the rent due knowing there is a default in payment, the tenant may stay.

LANDLORD REMEDIES (Mun. Code Ch. 5-12-130)

- If the tenant fails to pay rent, the landlord, after giving written notice of default and demand, may:
  1) Give the tenant 30 days notice, stating the tenant may be evicted by the landlord for failure to comply with the Code or the rental agreement. (1-1/2%) (Mun. Code Ch. 5-12-130 (g))

- This notice may be given more than 90 days before the existing agreement terminates. (1-1/2%) (Mun. Code Ch. 5-12-130 (j))
- If the landlord elects to give notice, the landlord will not terminate the rental agreement if the tenant fails to correct the violation.
- If the landlord fails to give the landlord notice, the landlord may request in writing that the tenant comply as promptly as condition permit with the terms, conditions and provisions of the rental agreement.

- The landlord may elect to terminate the lease with at least 30 days written notice, to terminate the lease, the tenant must be in material non-compliance with the Code. The notice period is not specified in the period specified, the landlord may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for all costs of repairs.

LOCKOUTS (Mun. Code Ch. 5-12-160)

- This section applies to every residential unit in Chicago. There are no exceptions.
- It is illegal for a landlord to lock out a tenant, or change locks, or remove doors of a rental unit, to cut off heat, utility or water service, or to do anything which interferes with the tenant's use of the apartment.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity. (1-1/2%) (Police Special Order 30-12)
- The landlord shall be fined $200 to $500 for each day the lockout occurs or continues.
- The tenant may sue the landlord to recover possession of the unit and twice the actual damages sustained or two month's rent, whichever is greater.

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD (Mun. Code Ch. 5-12-170)

- A landlord who has a right to compel or testify in good faith about their tenancy to government agencies or officials, police, media, community groups, tenant unions or the landlord. A landlord is prohibited from retaliating by terminating the lease, the landlord is prohibited from taking any action to terminate a tenancy, including but not limited to increasing fees, charging fees, forcing evictions, or taking other action which is designed to hinder, obstruct or interfere with, the tenant's exercise of any legal right or remedy against the landlord.

ATTORNEY'S FEES (Mun. Code Ch. 5-12-180)

- Except in eviction actions, the prevailing plaintiff in any action arising from the application of this Ordinance shall be entitled to recover all court costs and reasonable attorney's fees (1-1/2%)

WHERE CAN I GET A COPY OF THE ORDINANCE?

- For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602. It is available at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago, Illinois.

FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, GAS OR ELECTRICITY) (Mun. Code Ch. 5-12-110)

- If, contrary to the lease, an essential service is not provided, or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, and the tenant or tenant's family or guests are not responsible for such failure, after giving written notice, the tenant may do any of the following:
  1) Procure substitute service, and upon presenting paid receipts to the landlord, the landlord shall pay the cost of the service within 14 days.
  2) File suit against the landlord and recover damages based on the reasonable cost of the substitute service.
  3) Procure substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord any costs associated with the substitute housing up to an amount equal to the monthly rent for each month for which rent is paid.
  4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an amount that reasonably reflects the reduced value of its premises. Rent withholdings cannot start until the 24 hours expires and applies only to days paid after the 24 hours expire.
  5) Request that the landlord correct the failure within 72 hours and if the landlord furnishes the tenant with the rental agreement. If the rental agreement is terminated, the tenant must deliver possession and move from the unit or the notice of termination is considered withdrawn. (1-1/2%)

NOTES: (1-5) and (6) may not be used if the failure is due to the utility provider's failure to provide service. For the purposes of this section only, the notice a tenant provides must be in writing, delivered to the address the landlord has given the tenant as an address to which notices should be sent. If the landlord does not inform the tenant of an address, the tenant may deliver written notice to the last known address of the landlord or by other reasonable means designed in good faith to provide written notice to the landlord. (1-1/2%)
Residential Landlord and Tenant Ordinance
Security Deposits

ATTACH THIS SEPARATE SUMMARY TO THE LEASE

An amendment to the Chicago Residential Landlord and Tenant Ordinance requires this separate summary — which describes the rights, obligations, and remedies, and the new rate of security deposit interest, and the rate for each of the prior two years — to be attached to each written rental agreement, or be given to tenants who have an oral agreement.
(Effective June 30, 1997)

Security Deposit Summary (Mun. Code Ch. 5-12-080, 5-12-081 and 5-12-170)

- A landlord must give a tenant a receipt for a security deposit that includes the owner’s name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest each year on security deposits (eff. 11-6-86) and prepaid rent (eff. 1-1-92) held for more than six months.
- The rate of interest that a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before a landlord can deduct expenses for damages from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within thirty days of the date the tenant vacates the dwelling unit.
- Within 45 days of the date the tenant vacates the dwelling unit a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)

Under Chapter 5-12-081 of the Municipal Code of Chicago, the City Comptroller shall calculate and announce the rate of interest to be paid on security deposits. As of January 1, 2001, based on information from the City Comptroller’s Office, the interest rate to be paid on security deposits is 3.10%. This rate is based on the average of passbook savings accounts, insured money market accounts, and six-month certificates of deposit from the commercial bank having its main branch in the city and having the largest total asset value. On the first business day of each year, the City Comptroller shall set the security deposit interest rate for the year. All rental agreements governed by the Chicago Residential Landlord and Tenant Ordinance (see Ordinance Summary) and entered into between the setting of the interest rates shall require a landlord to pay interest at the rate in effect when the rental agreement is entered.

Security Deposit Interest Rate
Current rate: January 1, 2001 through December 31, 2001: 3.10 percent
Rates for the prior two years
January 1, 2000 through December 31, 2000 2.71 percent
January 1, 1999 through December 31, 1999 2.63 percent

For a complete copy of the Residential Landlord and Tenant Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 N. LaSalle Sreet, Chicago, Illinois, 60602, or the Municipal Reference Library, Harold Washington Library, 5th Floor, Government Documents, 400 S. State Sreet, Chicago, Illinois 60604. For a copy of the Summary of the Chicago Residential Landlord and Tenant Ordinance, visit the City of Chicago Department of Housing, 318 S. Michigan, Chicago, Illinois, 60604, or call 312-742-RENT (7368), or e-mail the Department of Housing at housing@ct.chi.il.us.

SEE REVERSE SIDE FOR FULL RLTO SUMMARY

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