At initial offering, this Summary of the ordinance must be attached to every written rental agreement and also upon initial offering for renewal. The Summary must also be given to a tenant at initial offering of an oral agreement, whether the agreement is new or a renewal. Unless otherwise noted, all provisions are effective as of November 6, 1986. [Mun. Code Ch. 5-12-170]

**IMPORTANT NOTICE**

A message about porch safety: The porch or deck of this building should be designed for a live load of up to 100 lbs. per square foot, and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.

**WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE?** [MUN. CODE CH. 5-12-010 & 5-12-020]

- Rental units with written or oral leases (including all subsidized units such as CHA, IBDA, Section 8 Housing Choice Vouchers, etc.)

**EXCEPT**

- Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days.
- School dormitory rooms, shelters, employee’s quarters, non-residential rental properties.
- Owner occupied co-ops and condominiums.

**WHAT ARE THE TENANT’S GENERAL DUTIES UNDER THE ORDINANCE?** [MUN. CODE CH. 5-12-040]

The tenant, the tenant’s family and invited guests must comply with all obligations imposed specifically upon tenants by provision of the Municipal Code, applicable to dwelling units, including section 7-28-859:

- 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 deliberately or negligently damaging the unit.
- Not disturbing other residents.

**LANDLORD’S RIGHT OF ACCESS** [MUN. CODE CH. 5-12-050]

- A tenant shall permit reasonable access to a landlord upon receiving two days notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A general notice to all affected tenants may be given in the event repair work on common areas or other units may require such access.
- In the event of emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice within two days after 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 a security deposit including 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.
- However, if the security deposit is paid by means of an electronic funds transfer, the landlord has the option to give an electronic receipt. The electronic receipt must describe the dwelling unit, state the amount and date of the deposit, and have an electronic or digital signature. (eff. 10-8-10)
- However, the landlord may accept the payment of the first month’s rent and the security deposit in one check or one electronic funds transfer and deposit such rent and security deposit into one account, if the landlord within 5 days of such acceptance transfers the security deposit into a separate account. (eff. 10-8-10)
- A landlord must hold all security deposits in a federally insured interest-bearing account in a financial institution located in Illinois. Security deposits and interest thereon shall not be commingled with the assets of the landlord.
- A written rental agreement must specify the financial institution where the security deposit will be deposited. If there is no written rental agreement, the landlord must in writing provide such information to the tenant within 14 days of the receipt of the security deposit. If the security deposit is transferred to another financial institution, the landlord must notify the tenant within 14 days of the transfer the name and address of the new financial institution. (eff. 10-8-10)
4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold the monthly rent that reasonably reflects the reduced value of its premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period. (OR eff. 1-1-92)

5) Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession and move out within 30 days or the notice of termination is considered withdrawn. (eff. 1-1-92)

Note: Remedies 4 and 5 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 written, 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 in writing of the last known address of the landlord by or any other reasonable means designed in good faith to provide written notice to the tenant. (eff.1-1-92)

FIRE OR CASUALTY DAMAGE [MUN. CODE CH. 5-12-110 (g)]

• If a fire damages a unit to an extent that it is in material noncompliance with the Code and the tenant, tenant’s family or guests are not responsible for the fire or accident, the tenant may:
  1) Request in writing that the landlord make repairs within 72 hours and if the landlord fails to do so, terminate the rental agreement.
  2) The tenant may stay in the unit, if it is safe, but if the tenant stays and cannot use a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.

WHAT HAPPENS IF A TENANT PAYS RENT LATE? [MUN. CODE CH. 5-12-140 (h)]

• If the tenant fails to pay rent on time, the landlord may charge a late fee of $10.00 per month on rent above $500 plus 5 percent per month on the amount by which the rent is over $500. For example, if the tenant owes a $450.00 monthly rent the late fee is $10.00, for a $700 monthly rent the late fee is $10 plus 5% of $200.00 or $20.00 total (eff. 1-1-92)

WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FOR A TERMINATION NOTICE? [MUN. CODE CH. 5-12-140 (g) CH. 5-12-130 (g)]

• If the landlord accepts the rent due knowing that there is a default in payment, the tenant may stay.

LANDLORD REMEDIES [MUN. CODE CH. 5-12-130]...

• The landlord may file for an order of eviction. (eff. 1-1-92)

• The tenant may sue the landlord to recover possession of the unit and twice the actual damages sustained or two months’ rent, whichever is greater. The landlord shall be liable for all costs of repair.

LOCKOUTS [MUN. CODE CH. 5-12-160]

This section applies to every residential rental 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, or cut off heat, utility or water service, or to do anything which interferes with the tenant’s use of the apartment.

• All locks and keying are illegal and the Police Department is responsible for enforcement against such illegal activity. (eff. 1-1-92) (Police Special Order 93-12)

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 on 2 months’ rent, whichever is greater.

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD [MUN. CODE CH. 5-12-150]...

• A landlord has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord. A landlord is prohibited from retaliating by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement.

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. (eff. 1-1-92)

WHERE CAN I GET A COPY OF THE ORDNANCE?

• For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago, Illinois.

Approved by the City of Chicago, June 2013; summary revised 2016.