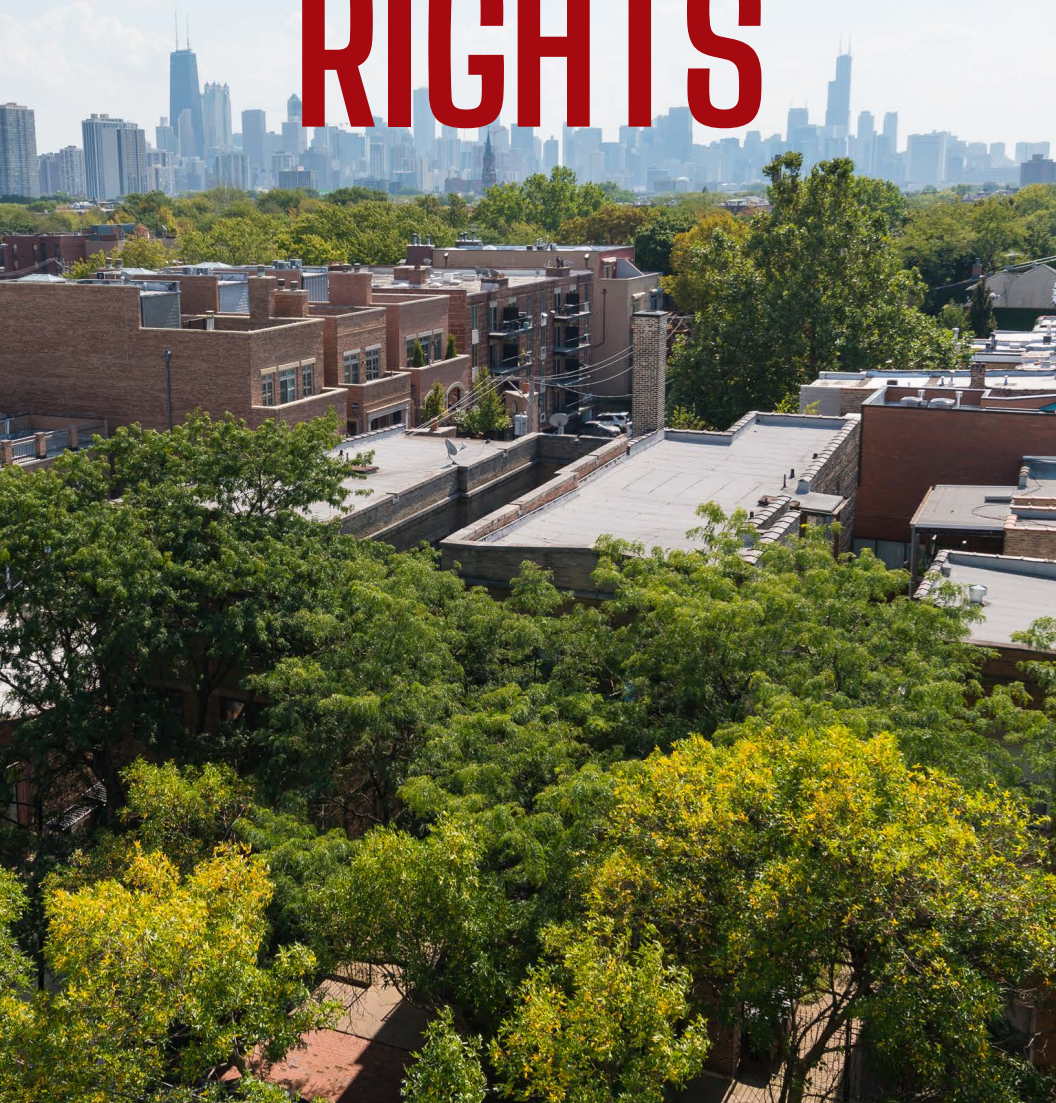


# RENTER RIGHTS





# Renter Rights Booklet

It is the mission of the Department of Housing (DOH) is to expand access and choice for residents and to protect their right to quality homes that are affordable, safe, and healthy. The Renter Rights Booklet results from the Chicago Renter Rights Workgroup, which is convened by DOH and comprised of community organizations that support Chicago tenants and landlords. This group produced this booklet so all Chicago tenants and landlords know their rights and responsibilities and expand the reach of DOH's mission.

# FAIR NOTICE ORDINANCE

[Chicago.gov/FairNotice](https://chicago.gov/FairNotice)

The Fair Notice Ordinance was approved by the Chicago City Council in July 2020 and creates new rights and responsibilities for tenants and landlords to give Chicago renters more stability in their homes.

Most importantly, the ordinance increases the notice a landlord must give to non-renew, terminate a lease, or raise a tenant's rent. The ordinance also extends the time a tenant may end an eviction filing against them by paying the rent they owe and their landlord's court filing fees.

## If Your Landlord Moves to Terminate Your Lease or Raise Your Rent

Under the ordinance, landlords must provide

- **60 days of notice** to terminate your lease if you have lived in your apartment for more than six months but less than three years
- **120 days of notice** to terminate your lease if you have lived in your apartment for more than three years

These rules apply to all tenants, whether they have a written year-long lease or an informal month-to-month lease. It does not apply if the eviction process has begun due to nonpayment of rent or another violation of the lease.

If a landlord fails to give the required notice, tenants have the right to remain in the apartment for the required notice period or pay the prior rent for the required notice period.





# Eviction Support

[Chicago.gov/Eviction](https://chicago.gov/Eviction)

1. **Don't Self-Evict** - If you get an eviction notice, know that only the Sheriff can carry out an eviction. It is illegal for your landlord to try to remove you from your home.
2. **Get Legal Help** - Cook County Legal Aid for Housing and Debt is a free resource to help landlords and tenants resolve housing and debt issues. Visit [cookcountylegalaid.org](https://cookcountylegalaid.org) or call 855.956.5763. Legal support for tenants is available at [rentervention.com](https://rentervention.com) or text «hi» to 866.773.6837.

## What is a lockout?

A “lockout” has occurred any time a landlord does or threatens to take any of the following actions concerning a residential tenant’s home or apartment:

- Change or disable the locks
- Block any entrance
- Remove doors or windows
- Shut off or interfere with utility services, including heat, electricity, gas, hot or cold water, plumbing, and phone service
- Remove appliances or fixtures
- Remove the tenant’s personal property
- Use or threaten violence against the tenant or their property
- Any other act making the property inaccessible or uninhabitable

## How do I report a lockout?

Lockouts are illegal. Affected tenants should call 311 to file a formal police report detailing the lockout incident.



# Residential Landlord and Tenant Ordinance (RLTO)

[Chicago.gov/RLTO](http://Chicago.gov/RLTO)

## WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE?

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

## EXCEPT

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

## WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE?

The tenant, the tenant's family, and invited guests must comply with all obligations imposed specifically upon tenants by the 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.

## WHAT ARE THE LANDLORD'S GENERAL DUTIES UNDER THE ORDINANCE?

- To give the tenant written notice of the owner's or manager's name, address, and telephone number.
- Within seven (7) days of being served a foreclosure complaint, an owner or landlord of a premise that is the subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed. The owner or landlord shall also notify of a foreclosure suit in writing before a tenant signs a lease.

- To give new or renewing tenants notice of
  - 1) Code citations issued by the City in the previous 12 months;
  - 2) Pending Housing Court or administrative hearing actions;
  - 3) Water, electrical, or gas service shut-offs to the building during entire occupancy.
- To maintain the property in compliance with all applicable provisions of the Municipal Code.
- To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates.
- If the rental agreement will not be renewed, or if the rental rate will be increased, provide a tenant with at least 30 days if the tenant has occupied the apartment for up to six months; 60 days if the tenant has occupied the apartment for more than six months and up to three years; and 120 days if the tenant has occupied the apartment for more than three years.
- To not enforce prohibited lease provisions.
- Bed Bugs-Education. For any rental agreement for a dwelling unit entered into or renewed after the effective date of this 2013 amendatory ordinance, before entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the department of health according to section 7-28-860.





## LANDLORD'S RIGHT OF ACCESS

- 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 if repair work on common areas or other units may require such access.
- In an emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice within two days after entry.

## SECURITY DEPOSITS AND PREPAID RENT

- 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, the landlord can give an electronic receipt if the security deposit is paid using an electronic funds transfer. The electronic receipt must describe the dwelling unit, state the amount and date of the deposit, and have an electronic or digital signature.
- However, the landlord may accept the payment of the first month's rent and the security deposit in one check or one electronic fund 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.
- 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 shall not be commingled with the landlord's assets.
- 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 receiving 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 of the name and address of the new financial institution.
- A landlord must pay interest yearly on security deposits and prepaid rent held for more than six months.
- The rate of interest a landlord must pay is set each year by the City Comptroller.





- Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of a 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 notices the rental agreement's termination.
- In the event of a sale or any other disposition of residential real property by a landlord, the successor landlord is liable to the tenant for any security deposit or prepaid rent paid to the original landlord. The successor landlord must notify the tenant, in writing, within 14 days from the disposition that the deposit or prepaid rent was transferred to the successor landlord. The original landlord remains liable for the deposit or prepaid rent until the original landlord transfers the deposit or prepaid rent to the successor landlord and provides proper notice of such transfer to the tenant.
- Subject to correcting a deficient amount of interest paid to a tenant on a security deposit, the tenant shall be awarded damages equal to two times the security deposit plus interest if a landlord fails to comply with specified security deposit requirements.

# Heat Ordinance

[Chicago.gov/Heat](https://chicago.gov/Heat)

## When is Heat Required?

The Heat Ordinance applies from September 15 until June 1. This period is often referred to as the “heat season.”

The Heat Ordinance does not prevent a building from disengaging heating equipment or operating cooling equipment (air conditioning) during the heating season as long as required indoor temperatures are maintained.

## Where is Heat Required?

The Heat Ordinance requires heat in all habitable spaces, toilet rooms, bathrooms within homes, apartments, hotel rooms, and indoor workspaces.

## How Much Heat?

Heating requirements vary based on the type of building and heating system, but all require the temperature to be at least 68°F from 8:30 am to 10:30 pm and at least 66°F from 10:30 pm to 8:30 am.

## How to Provide Heat?

The Heat Ordinance specifies heat sources that cannot be used to meet minimum heating requirements. These are cooking appliances, domestic water heating equipment, and portable space heaters.

In all cases, it is the responsibility of the building owner (landlord) to keep heating equipment in good working order.

## Are Portable Space Heaters Allowed?

Portable space heaters cannot be used to meet the minimum temperature requirements of the Heat Ordinance.

## What if Heating Equipment Suddenly Breaks?

**If you are a tenant:** notify your landlord immediately if heating equipment is malfunctioning or fails. It is in both your interest and theirs that heat be restored quickly.

**If you are a landlord:** communicate clearly and frequently with your tenants about what you are doing to restore heat. You may want to provide portable electric space heaters, a rent credit (for electricity usage), and/or alternative accommodations. Communication with tenants and measures you took to mitigate harm until the heating equipment was repaired can be considered by the judge or hearing officer when determining the fine amount if you are cited for violating the Heat Ordinance.

# Protected Classes and Housing Discrimination

**If you believe you have been a victim of housing discrimination, don't ignore it; report it to the CCHR at 312-744-5879 or [cchr@cityofchicago.org](mailto:cchr@cityofchicago.org)**

It is illegal to discriminate in housing based on these protected classes:

Race	Marital status	Sex
Ancestry	Military status	Gender identity
Religion	Color	Parental status
Age (over 40)	National origin	Source of income
Sexual orientation	Disability	

Prohibited acts include:

- Refusal to sell or rent
- Requiring different terms or conditions in renting such as higher security deposits, cosigners, or higher income requirements
- Refusing to make repairs to rental unit
- Evicting a tenant for discriminatory reasons
- Sexual harassment of a tenant by the property owner or their agents



