Introduction

About LCBH

- LCBH was founded in 1980
- We provide legal representation to Chicago residents
- Individual and public advocacy
- Supportive social services
- We believe that all tenants are entitled to safe and habitable housing

RLTO – Chicago Residential Landlord and Tenant Ordinance

1. It provides for renters rights and responsibilities for tenants in Chicago
2. Applies to all dwelling units except a few:
   - Owner occupied building with 6 units or less
   - Single room occupancies, hotels boarding houses (unless monthly rent)
   - School dorms, employee quarters, non-residential rental properties or shelters
   - Owner-occupied condos or co-ops

Lease

1. Written Lease (yearly or month to month) or Oral lease (generally month to month)
   i. Cannot Contain Provision/Agreement Where:
      - Tenant pays high late fees;
      - Tenant makes repairs to the unit that the Landlord is obligated to repair;
      - Tenant pays the Landlord’s attorney’s fees if sued for eviction; or
      - Tenant waives their right to a termination notice.

Conditions (when a tenant needs repairs)

1. Minor Defects (RLTO)
   i. Fourteen day letter asking for repairs, otherwise the tenant can:
      - Deduct the reduced value of the apartment; (not to exceed 50% of rent or $500.00)
      - Make the repairs and reduce cost(s) from rent; (not to exceed 50% of rent or $500.00) or
      - Terminate the lease, but only if the tenant moves in thirty days.

2. Essential Services (water, electricity, gas, heat, etc.) (RLTO)
   i. Twenty four hour letter requesting restoration of services, otherwise the tenant can:
      - Use resources to acquire substitute services; and
      - Deduct from the rent an amount that reflects the reduced value of the unit.

   ii. Seventy two hour letter requesting restoration of services, otherwise:
      - The tenant can terminate the lease, but only if they move in thirty days.
iii. Call the city of Chicago (311) as soon as possible and request an inspection.
   • If it is too cold to occupy your apartment, call 311 and request information
     for the nearest warming center.
   • Heat must be provided from September 15th – June 1st
     • Sixty eight degrees from 8:30 a.m. – 10:30 p.m.
     • Sixty six degrees from 10:30 a.m. – 8:30 a.m.

3. Bed Bugs
   i. Tenant must notify the landlord of a known or reasonably suspected infestation;
   ii. Landlord has ten days to exterminate or investigate the infestation; and
   iii. If the landlord does not exterminate or investigate, the tenant can use one of the
     minor defect options.

4. Fires (RLTO)
   i. Tenant can vacate immediately by terminating the lease in writing;
   ii. Tenant can draft a written letter with the intention to reduce rent for the
     diminished value of the apartment;
   iii. Tenant can make an attempt to hold the Landlord responsible, but it is difficult to
     do. Renter’s insurance should hand any damage caused to possessions.

Terminating a Year (or more than a year) Lease

1. For Cause
   i. Landlord is not in compliance with the law
      • Failing to attach an RLTO summary to the lease;
      • Failing to disclose building violations or potential utility shut offs during the
        signing of a lease; or
      • Failing to notify a tenant that the property is experiencing a mortgage
        foreclosure matter.

   ii. Landlord’s Breach of Contract
      • Landlord fails to disclose severe conditions in the apt. prior to the lease
        signing;
      • Landlord fails to make repairs after the tenants’ request;
      • Landlord unlawfully evicts the tenant; or
      • Landlord

2. Without Cause
   i. Tenant wants to move, but has no cause
      • Tenant should notify the landlord of their intention to vacate;
      • Tenant should vacate in the month during which they last paid rent;
      • Once the tenant vacates, landlord must use reasonable efforts to re-rent the
        apartment; and
      • Tenant risks being held liable for breach of contract.

Security Deposit
1. RLTO Property
   i. Landlord must give the tenant a valid receipt for the deposit;
   ii. Landlord must identify the bank in which the deposit is being held;
   iii. If the property is sold, the tenant should receive a letter within fourteen days of the sale indicating that the security deposit was transferred to the new landlord; otherwise, both the new and old landlord can be held liable.
   iv. Landlord must pay interest on the deposit for every year the deposit is held; and
   v. Landlord must return the deposit within forty five days of the tenant moving.
      * If the Landlord wants to reduce the deposit, a letter within thirty days is required from the Landlord stating such.

2. Non-RLTO Property
   i. If the building is five or more units:
      * Deposit must be returned in forty five days, unless the landlord discloses the damages in thirty days.
   ii. If the building is more than twenty five units:
      * Landlord must pay annual interest on the deposit.
   iii. If the property is transferred:
      * The new and the old landlord can be held liable for the deposit.

Additional Tenants' Rights

1. Tenant should have the landlord's:
   i. Name;
   ii. Address; and
   iii. Phone Number.

2. Landlord must give the tenant forty hours' notice before entering an apartment
   i. Can be written or verbal; and
   ii. Is waived if the tenant consents to the landlord entering the apartment.

Tenant Responsibilities

1. Pay rent on time
   i. If the Landlord refuses to give a receipt:
      * Pay by money order or check
      * If rent cannot be paid on time:
         * Negotiate a payment plan and get in in writing; and
         * Contact the city of Chicago (311) for emergency rental assistance.

Evictions

1. Evictions
a. If behind on your rent Try to negotiate a payment plan or get relocation assistance
b. Get the agreement in writing

2. Eviction Timeline
   a. Notice, Service, Discovery, Motions, Trial, Judgment
   b. 30,000 evictions filed each year in Cook County
   c. 95% are pro se, Landlords are three times more likely to obtain an eviction order
      if a tenant is pro se
   d. Average pro se tenants trial less than two minutes
   e. If you can a tenant should reach out to an attorney, there are several legal aid
      agencies that provide eviction defense, Lawyers’ Committee for Better Housing,
      Legal Assistance Foundation, Cabrini Green Legal Aid, Metropolitan Family
      Services, CARPLS

3. Notices
   a. 5-day notices, for rent due
   b. 10-day notices, for violation of the lease
   c. 30 day notices, if no lease pays monthly, no reason required
   d. 7 day notice, if no lease, pays weekly, no reason required
   e. Notices are different for subsidized units

4. Defenses
   a. Corrected/non-existent lease violation
   b. Paid the amount they claim is owed
   c. The case was filed before the notice expired
   d. Retaliation
   e. 

5. Sheriff
   a. The sheriff has to come to your apartment first
   b. Moratorium – last two weeks in December, colder than 15 degrees, snowstorm

Retaliation
1. What is retaliation: when a tenant complains to the landlord and the landlord then
   threatens to evict.
2. In RLTO buildings: a landlord cannot raise rent, or decrease services in retaliation for a
   tenant complaining, complaining to a city official, news media , a community
   organization or forming a tenants union or exercising any of their rights under the law.
3. Penalties- two times the rent.

Illegal lockouts
1. What is an illegal lockout: it is when the landlord locks a tenant out of their apartment
   without authority of law, which means either the tenant has voluntary left the property or
   the landlord has followed the proper eviction process
2. Examples of a lockout: changing locks, removing doors, cutting essential services
3. If a tenant is locked out they can call 911 to try to get back into the property, make a
   police report. If a tenant is afraid of being locked out, they can contact an attorney or
tenant advocate group to assist them with writing the landlord a letter to cease and desist further threats of a lockout
4. penalties for locking out a tenant are a citation from the city. in a civil case it is two times the rent or twice the actual damages.

foreclosure
1. during the foreclosure a tenant is entitled to a notice that the foreclosure has started, and notice of any change in management ordered by the court
2. although landlord is in foreclosure the tenant still has an obligation to pay rent, either to owner or receiver or mortgagee in possession
3. after the foreclosure is complete, tenants still have certain rights
   a. a bona fide tenant is entitled to 90 days' notice or to live out his lease (up to a certain point) before an eviction can be filed
   b. a bona fide tenant is a not the child, parent or spouse of the mortgagor, it must be an arms length transaction, and the rent is not substantially less than fair market value

kcro – keep chicago renting ordinance
1. as of september of 2013, any new foreclosures that are completed require that the new owner through the foreclosure provide a kcro notice
2. the new owner (which is usually the bank) must either offer to renew the lease at the same rent or provide relocation assistance in the amount of $10,600.00.
3. the idea is to keep tenants in their homes.
4. lcbh has a hotline that can help you.