

# CHICAGO APARTMENT LEASE

<b>DATE OF LEASE</b>	<b>TERM OF LEASE</b>		<b>MONTHLY RENT</b>	<b>SECURITY DEPOSIT *</b>
	BEGINNING	ENDING		<b>NONE</b>

\* if none enter none

<b>LATE FEE</b>	<b>RETURNED CHECK CHARGE</b>	<b>RELETTING FEE</b>	<b>NON-REFUNDALBE ADMIN. FEE</b>
	<b>\$35.00</b>	<b>\$200.00</b>	<b>\$350.00</b>

**LESSEE:**

**NAME:**

**ADDRESS:**

**APT #:**

**CITY:**

**STATE:**

**ZIP:**

**EMAIL:**

**PHONE:**

**LESSOR:**

**NAME:** Gebavi Property Investments

**ADDRESS:** 4520 N. Wolcott Ave.

**CITY:** Chicago

**STATE:** IL

**ZIP:** 60640

**TELEPHONE:** (847) 763-1627

Peter Gebavi  
[info@gebavipi.com](mailto:info@gebavipi.com)

**AUTHORIZED OCCUPANTS:**

Each occupant not listed  
is an additional \$45.00.

**PERSON AUTHORIZED TO ACT ON BEHALF OF OWNER FOR PURPOSE OF SERVICE OF PROCESS AND RECEIPTING OF NOTICES:**

**NAME:** PETER GEBAVI

**ADDRESS:** Same as Above

**STREET**

**SUITE #**

**CITY**

**STATE**

**ZIP**

**TELEPHONE**

**APPLICATION AND OCCUPANCY NOTICE TO TENANT**

LESSEE ACKNOWLEDGES THAT THIS LEASE HAS BEEN EXTENDED TO LESSEE PURSUANT TO AN APPLICATION THEREFOR SUBMITTED BY LESSEE. THE ACCURACY OF THE INFORMATION THEREIN CONTAINED IS A MATERIAL CONDITION OF LESSOR IN EXTENDING THIS LEASE TO LESSEE. LESSEE WARRANTS THAT ALL THE INFORMATION GIVEN BY LESSEE IN APPLYING FOR THIS LEASE IS TRUE AND ACKNOWLEDGES THAT PROVIDING FALSE INFORMATION IS A MATERIAL BREACH OF THIS LEASE. OCCUPANCY BY MORE PERSONS AS SET FORTH IN THIS LEASE OR APPLICATION SHALL CONSTITUTE A MATERIAL BREACH OF THIS LEASE.

**NOTICE OF CONDITIONS AFFECTING HABITABILITY**

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this lease.

\_\_\_\_\_  
Initials of Lessee

**FURTHER ACKNOWLEDGEMENTS BY LESSEE**

Lessee hereby acknowledges that on \_\_\_\_\_, 20\_\_\_\_, he/she/they received from \_\_\_\_\_, (Lessor or representative) in connection with the rental of the dwelling located at \_\_\_\_\_, (address of premises) the following documents:

- Chicago's Residential Landlord/Tenant Ordinance Summary (p. 4 and 5 of lease) \_\_\_\_\_ (Acknowledgement by Lessee)
- Landlord's Lead-Based Paint Disclosure Form (Available @gebavipi.managebuilding.com) \_\_\_\_\_ (Acknowledgement by Lessee)
- Rider "A" (Available @gebavipi.managebuilding.com) \_\_\_\_\_ (Acknowledgement by Lessee)
- Protect your Family From Lead in Your Home Brochure (Available @gebavipi.managebuilding.com) \_\_\_\_\_ (Acknowledgement by Lessee)

In consideration of the mutual agreements and covenants herein set forth, and in further consideration of the statements made by Lessee in the Application for Lease and all supporting documents thereto, the truth and accuracy thereof being attested to by Lessee, and the information therein contained being incorporated into this lease as if set forth herein in full, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for use as a private dwelling unit only, the above noted premises, together with the fixtures and appliances belonging thereto, for the above Term:

**LESSEE**

\_\_\_\_\_  
\_\_\_\_\_  
DATE

**LESSOR**

\_\_\_\_\_  
\_\_\_\_\_  
DATE

DATE

DATE

## LEASE COVENANTS AND AGREEMENTS:

**1. RENT:** Lessee shall pay to Lessor or Lessor's authorized agent, at the address set forth above, or as hereafter changed by written notice to lessee, as rent for the Premises, the sum stated above. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this Lease.

**2. LATE CHARGES:** Rent received by Lessor later than the 5<sup>th</sup> day of the month on which such payment is due shall bear a late charge of \$ 10.00 plus 5 % of any rent due in excess of \$ 500.00. If Lessee mails rent to Lessor, the late charge will apply if the rent is received later than the 5<sup>th</sup> day of the month, regardless of the date Lessee mailed such rent payment. If a payment of rent is made by personal check which is later dishonored by the Lessee's bank, the tenant shall be assessed any bank charges incurred by Lessor as a result of such dishonored check, in addition to the rent and late charge due on the payment of rent.

**3. SECURITY DEPOSIT:** Lessee has deposited with Lessor, the sum set forth above as a security deposit to be held by the Lessor in accordance with State or local law or ordinance to secure the faithful performance by the Lessee of all of the provisions contained in this lease. If Lessee performs all of the obligations as provided in this lease and pays all sums due Lessor, then Lessor, after the Lessee has surrendered possession of the premises and delivered the keys thereto to Lessor, shall refund said deposit to Lessee, including interest as provided by law. If Lessee has failed to perform or comply with any of the provisions of the lease, then Lessor may apply all or any part of the security deposit in payment of any sums due from Lessee to Lessor, or to pay for repair of any damages caused by Lessee, Lessee's co-occupants or guests. The security deposit shall not be treated as advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease unless Lessee obtains written permission from Lessor to do so.

**4. POSSESSION:** If Lessor cannot deliver possession of the premises at the commencement of the lease term, the rent shall be abated until the premises are available for occupancy by Lessee, or at Lessee's option, the Lessee may terminate this lease upon written notice to Lessor. Lessor shall not be liable to Lessee for any consequential damages to Lessee arising as a result of Lessor's inability to give Lessee possession of the premises at the commencement of the lease term.

**5. CONDITION OF PREMISES:** Lessee has examined the premises prior to accepting the same and prior to the execution of this lease, and is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors. Lessee's acceptance of possession shall constitute conclusive evidence of Lessee's receipt of the premises in good order and repair as of the commencement of the lease term. Lessor or his agent has made no promises as to condition or repair to Lessee, unless they are expressed in this lease or a rider hereto signed by Lessee and Lessor or his agent, and no promises to decorate, alter or repair the premises have been made by Lessor or his agent, unless expressed herein.

**6. LIMITATION OF LIABILITY:**

Except as provided by state or local law or ordinance, Lessor shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to Lessee's property wherever located in or about the building or premises, or (c) acts or neglect of other tenants, occupants or others at the building.

**7. LESSEE TO MAINTAIN:**

Lessee shall keep the premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy, at Lessee's own expense, and upon the termination of this lease, for any reason, Lessee shall return the premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage has occurred or repairs are required due to Lessee's conduct or neglect. Lessee shall replace all broken glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon Lessee vacating the premises, if the premises are not clean and in good repair, Lessor or his agent may replace the premises in the same condition of repair and cleanliness as existed at the commencement of the lease term. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the premises.

**8. USE OF PREMISES:** The premises shall be occupied for residential purposes only, and only by the persons disclosed in this lease and on the Application for Lease submitted by Lessee in connection with the renting of the premises. Lessee shall not engage in any activity, which will increase the rate of insurance on the property. Lessee shall not allow trash to accumulate in the common areas of the premises or allow objects to be thrown from windows. Lessee shall not hang objects out of windows or place objects on windowsills or ledges, which may fall and injure persons below. Lessee shall not keep any pet in the premises without written permission being first obtained from Lessor. Lessee shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall Lessee allow porches or decks to be overloaded or occupied by more people than would be reasonably safe based on the condition of such porch or deck.

**9. APPLIANCES:** Lessee shall not install any air conditioning, heating or cooling equipment or dishwashers or clothes washers or dryers or other appliances in any portion of the building or premises occupied by Lessee without first obtaining Lessor's written permission to do so. All such appliances installed by Lessee shall be maintained in good working order by Lessee and removed by Lessee at the expiration of the term of the lease. Any damage caused by appliances installed by Lessee shall be the responsibility of Lessee and Lessee shall reimburse Lessor for the cost of repair of any damage caused by such appliances.

**10. HEAT AND HOT WATER:** Lessor agrees to provide Lessee with heat and hot water in sufficient quantities as may be required by law or ordinance during the term of the lease. If the Premises contains separate heating and/or hot water fixtures, then Lessor's sole obligation shall be to provide Lessee such fixtures in good operating condition at the commencement of the lease, and Lessee shall be responsibility for the utility costs for the operation thereof.

**11. DISTURBANCE:** Lessee agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other tenants, and shall maintain the volume of such equipment at reasonable levels. In addition, Lessee agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the premises.

**12. ACCESS TO PREMISES:** Lessee shall permit the Lessor access to the premises at all reasonable times, subject to the notice requirements of applicable law or ordinance, to inspect the premises and/or to make any necessary repairs, maintenance or improvements or supply necessary or agreed upon services, or to determine Lessor's compliance with the provisions of this Lease. In the event of an emergency or where repairs in the building require access to Lessee's premises, Lessor may enter without prior notice to Lessee, without the same being considered a forcible entry by Lessor. Lessee's failure to provide such access shall be a breach of this lease, and Lessor shall be entitled to terminate this lease in the event such access is denied by Lessee.

**13. SUBLET OR ASSIGNMENT:** Lessee shall not sublet the premises or any part thereof, nor assign this lease, without obtaining Lessor's prior written permission to sublet or assign. Lessor shall not unreasonably withhold permission and will accept a reasonable sublease as provided by ordinance.

**14. HOLDING OVER:** If the Lessee remains in possession of the premises or any part thereof after the termination of the lease by lapse of time or otherwise, then the Lessor may, at Lessor's option, consider such holding over as constituting a month-to-month tenancy, upon the terms of this lease except at double the monthly rental specified above. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from Lessee's retaining possession of the premises. In the event Lessor accepts a payment of rent for a period after the expiration of this lease in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.

**15. FORCIBLE DETAINER:** If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or his agents, at Lessor's option, may terminate this Lease and, if abandoned or vacated, may re-enter the premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

**16. LIABILITY FOR RENT:** Lessee shall continue paying rent and all other charges for the Premises to the end of the term of this lease, whether or not the Premises becomes vacant by reason of abandonment, breach of the lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Landlord shall make a good faith effort to re-let the Premises (but not in priority to other vacancies) and if the Premises is re-let, Lessee shall be responsible for the balancer of the rent, costs, advertising costs and attorney's fees) in connection therewith.

**17. BINDING EFFECT:** If Lessee shall violate any covenant or provision of this lease, Lessor shall have the right to terminate this lease or Lessee's right to possession pursuant to the lease upon appropriate legal notice to Lessee. If Lessee assigns this lease, whether with or without Lessor's permission as required herein, the covenants and conditions contained in the Lease shall nonetheless be binding on the assignee as if assignee had signed the lease. Nothing contained in this paragraph 17 shall preclude Lessor from commencing legal proceedings against any assignee of this lease who obtained possession from the party named as Lessee in this Lease without Lessor's written permission as required in paragraph 13 above.

**18. ATTORNEY'S FEES:** If Lessor commences legal proceedings to enforce the covenants of this lease due to Lessee's breach thereof,

Lessee shall pay Lessor's reasonable attorney's fees incurred to enforce Lessee's compliance with the terms of this Lease.

**19. CONTINUOUS OCCUPANCY:** Lessee shall maintain continuous occupancy of the premises, and not allow the same to remain vacant for any period in excess of ten days without notifying the Lessor of such vacancy. Lessee shall not allow persons other than those authorized by the Lease to occupy the premises as guests for periods exceeding seven consecutive days during the term of the Lease for any reason.

**20. REMEDIES CUMULATIVE:** Lessor's remedies contained in this Lease are cumulative and are in addition to, and not in lieu of, any other remedies granted to Lessor pursuant to this Lease or applicable State or Local Law or Ordinance.

**21. FIRE OR CASUALTY:** If the Premises, Building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, Lessor and Lessee shall have all of the rights provided by state or local law or ordinance. For purposes of this paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

**22. SECURITY GATES OR BARS:** The installation by Lessee of any metal gate or bars on doors or windows is dangerous and strictly prohibited. Lessee shall immediately remove same upon notice by Lessor to Lessee to do so and Lessor shall have the right to immediately remove any such installation at Lessee's expense if Lessee shall fail to do so upon notice. Lessee hereby grants Lessor access to the leased premises at all reasonable times for the purpose of removing such gates or bars. The cost of repairing any damage to the leased premises caused by the installation and/or removal of such gates or bars shall be paid by Lessee upon demand by Lessor therefore, in addition to all costs of enforcement of this paragraph 22, including reasonable attorney's fees incurred by Lessor in enforcing this provision. In addition to the foregoing, the installation of such gates or bars shall constitute a breach of this lease, entitling Lessor, at Lessor's sole option, to terminate Lessee's right to possession of the premises pursuant to this lease and commence proceedings to dispossess Lessee from the premises.

**23. MECHANIC'S LIENS:** Lessee shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contradicted by, the Lessee, whether or not same were rightfully performed or ordered by the Lessee. The placement of any such lien shall constitute a breach of this lease and upon ten days' notice to cure said lien or lien claim, Lessor may terminate Lessee's tenancy or right to possession. In addition, Lessor shall have the right to satisfy and remove said lien without regard to the merits thereof and Lessee shall be responsible for the damages incurred in removing the lien, along with other damages, costs and attorney's fees incurred by Lessor in connection therewith.

**24. RULES AND REGULATIONS:** Lessee agrees to obey the Rules and Regulations contained in this Lease, and any attachments and inclusions hereto as well as any further reasonable Rules and Regulations established by the Lessor during the pendency of this lease. The Rules and Regulations are hereby incorporated into and made a part of this lease. Failure to observe the Rules and Regulations shall be deemed to be a material breach of this lease, and in event of such breach, Lessor shall be entitled to terminate Lessee's right to possession under the Lease upon ten days' notice, and shall further be entitled to such rights and remedies as provided by applicable state or local law or ordinance.

**25. SUBORDINATION OF LEASE:** This lease is subordinate to all mortgages which may now or hereafter affect the real property of which

the Premises forms a part. The recordation of this lease, or any memorandum thereof by Lessee shall constitute a material breach of this lease.

**26. SEVERABILITY:** If any clause, phrase, provision or portion of this lease, or the application thereof to any person or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease or any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the lease shall be interpreted in accordance with said ordinance.

**RULES AND REGULATIONS**

1. No cats or other animals shall be kept in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No cats are permitted without a leash in any public areas of the premises. **NO DOGS ALLOWED.**

2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.

3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.

4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas. Lessee may not store any items in the hallways or common areas of the building.

5. Operation of electrical appliances or other devices which interfere with radio or television reception is not permitted.

6. Deliveries and moving of furniture must be conducted through the rear entrance of the building at times permitted by Lessor.

7. Lessee may not barbeque or operate cooking equipment on porches or balconies.

8. Lessee shall not dispose of rubbish, rags or other items which might clog toilets or sink drains into toilets or sink drains.

9. Lessee shall not place any signs or advertisements on the windows or within the apartment or otherwise upon the Building, if such signs are visible from the street.

10. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.

11. Lessee shall not install a waterbed or any other unusually heavy item of furniture without prior written permission from Lessor.

12. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.

13. Lessor may bar individuals from the building and/or Lessee's premises. All guests and invitees of Lessee shall observe all rules and regulations of the building. If these provisions are violated by guests, they may be barred and/or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Lessor. Violation of this rule are grounds for termination of your tenancy.

**ASSIGNMENT BY LESSOR**

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby transfers, assigns and sets over to \_\_\_\_\_ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_ 20\_\_\_\_.

Dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

**GUARANTEE**

In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee. Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Dated \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

## CITY OF CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY

This Summary of the ordinance must be attached to every written rental agreement or be given to the tenant who has an oral rental agreement. Unless otherwise noted, all provisions are effective as of November 6, 1986. [Mun. Code ch. 5-12-170]

**IMPORTANT: If you seek to exercise rights under the ordinance, obtain a copy of the ordinance to determine appropriate remedies and procedures. Consulting an attorney would be advisable.**

### 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]

- Rental units with written or oral leases (Including all subsidized units such as CHA, IHDA, Sect. 8, etc.)  
**EXCEPT**
- Units in owner-occupied buildings with 6 or fewer units.
- Units in hotels, motels, rooming houses, unless rented on a monthly basis and 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 guests must comply with all obligations imposed specifically upon tenants by the Municipal Code, including:

- Buying and installing batteries in smoke and carbon monoxide detector within tenant's apartment.
- Keeping the unit safe and clean.
- Using all equipment and facilities in a reasonable manner.
- Not damaging the unit.
- Not disturbing other residents.

### LANDLORD'S RIGHT TO ACCESS [Mun. Code ch. 5-12-050]

- A tenant shall permit reasonable access to a landlord upon receiving 2 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 DEPOSIT AND PREPAID RENT [Mun. Code ch. 5-12-080]

- 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.
- A landlord must pay interest for Security deposit and prepaid rent (eff. 1/1/92) held more than 6 months.
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before expenses for damage can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of damages within 30 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, within 45 days from the date the tenant vacates the unit.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and money for damages, within 7 days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1/1/92)

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

- To give tenant written notice of the owner's or manager's name, address and telephone number. [Mun.Code ch.5-12-090]
  1. To give new or renewing tenants notice of:
  2. Code citations issued by the City in the past 12 months;
  3. Pending Housing Court or administrative hearing actions;
- Water, electrical or gas service shut-offs to the building during the entire occupancy. [Mun. Code ch.5-12- 100]
- To maintain the property in compliance with all applicable provisions of the Municipal Code. [Mun. Code ch.5-12-070]
- To provide tenants with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1/1/92) [Mun. Code ch. 5-12-130(j)]
- To not enforce prohibited lease provisions. [Mun. Code ch. 5-12-140]

### TENANT REMEDIES [Mun. Code ch. 5-12-110]

#### Minor Defects

- If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant's family or guests are not responsible for the failure, the tenant may:
  1. Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the fifteenth day until repairs are made; OR
  2. Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may have the repairs made and deduct up to \$500 or ½ of the month's rent, whichever is more, but not to exceed one month's rent. Repairs must be done in compliance with Code. Receipt for repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; and also
  3. File suit against the landlord for injunctive relief.

#### Major Defects

- If the landlord fails to maintain the property in compliance with the Code, and the failure renders the premises not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If after 14 days repairs are not made, the tenant may immediately terminate the lease. Tenant must deliver possession and move out in 30 days or tenant's notice is considered withdrawn. (eff. 1-1-92)

**FAILURE TO PROVIDE ESSENTIAL SERVICES (heat, running or hot water, electricity, gas or plumbing) [Mun. Code ch. 5-12-110(F)]**

- 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 ONE of the following:
  1. Procure substitute services, and upon presenting paid receipts to the landlord, deduct the cost from rent; OR
  2. File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
  3. Procure substitute housing and be excused from paying rent for that period. The tenant also may recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent or portion thereof; OR
  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 the 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 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 in writing, delivered to the address the landlord has given to 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. (eff. 1/1/92)

**FIRE OR CASUALTY DAMAGE [Mun. Code ch. 5-12-110(g)]**

- If fire damages the 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 fire or accident, the tenant may:
  1. Move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.
  2. The tenant may stay in the unit, if it is legal, but if the tenant stays and cannot use of a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
  3. If the tenant stays, and the landlord fails to diligently carry out the work, the tenant may notify the landlord, in writing, within 14 days after the tenant becomes aware that the work is not diligently carried out, of the tenant's intention to terminate the rental agreement and move out.

**SUBLEASES [Mun. Code ch. 5-12-120]**

- The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.
- If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.
- If the landlord is unsuccessful in re-renting 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 PAYS RENT LATE? [Mun. Code ch. 5-12-140 (h)]**

- If the tenant fails to pay rent on time, the landlord may charge a \$10.00 per month late fee on rents under \$500.00 and a 5% per month late fee on that part of the rent exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700.00 monthly rent the late fee is \$10.00 plus 5% of \$20.00 or \$20.00)(eff.1/1/92)[Mun. Code ch. 5-12-140(h)]

**WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? [Mun. Code ch. 5-12-120 (h)]**

- If the landlord accepts rent due knowing that 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 5 days written notice to the tenant, may terminate the rental agreement.
- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.
- If the tenant fails to comply with the Code or the rental agreement, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of an emergency, or within 14 days. If the breach is not corrected in the time 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]**

- It is ILLEGAL for a landlord to lock out a tenant, or change the locks, or remove the doors of a rental unit, or 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. (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 or two months' rent, whichever is greater.

**PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD [Mun. Code ch. 5-12-150]**

- A tenant 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 ORDINANCE?**

For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois, or the Municipal Reference Library, Harold Washington Library, 5<sup>th</sup> floor, 400 S. State Street, Chicago, Illinois.