



Office of the City Clerk

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Chicago, IL 60602
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Legislation Details (With Text)

File #: O2020-3449

Type: Ordinance **Status:** Recommended for Re-referral

File created: 6/17/2020 **In control:** Committee on Housing and Real Estate

Final action: 7/22/2020

Title: Amendment of Municipal Code Chapters 5-12 and 13-72 to further regulate landlord requirements for just cause evictions, tenant relocation assistance and notice requirements for evictions and rental rate increases

Sponsors: Taliaferro, Chris, La Spata, Daniel, Taylor, Jeanette B., Rodriguez, Michael D., Sigcho-Lopez, Byron, Cardona, Jr., Felix, Rodriguez Sanchez, Rossana, Ramirez-Rosa, Carlos, Vasquez, Jr., Andre, Martin, Matthew J., Hadden, Maria E.

Indexes: Ch. 12 Residential Landlords & Tenants, Ch. 72 Condominiums

Attachments: 1. O2020-3449.pdf, 2. O2020-3449 (V1).pdf

Date	Ver.	Action By	Action	Result
7/22/2020	1	City Council	Re-Deferred	
7/20/2020	1	Committee on Committees and Rules	Recommended for Re-Referral	
7/20/2020	1	Committee on Committees and Rules	Recommended for Re-Referral	
7/20/2020	1	Committee on Committees and Rules	Recommended for Re-Referral	
6/17/2020	1	City Council	Referred	

CITY OF CHICAGO

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MICHELLE A. HARRIS, ALDERMAN, 8TH WARD CHAIRMAN-COMMITTEE ON COMMITTEES AND RULES CITY HALL, RM-200, OFFICE #4 • 121 NORTH LASALLE STREET. CHICAGO IL 60602 PHONE: 312-744-3075 • FAX: 312-744-5007

City Council-Meeting July 20, 2020

To the President and Members of the City Council:

Your Committee on Committees and Rules, considered all the following Report, Ordinances and Resolutions:

1. The approval of the June, 2020 Monthly Rule 45 Report for the Committee on Committees and Rules

Your Committee on Committee and Rules, recommends "do pass" of the following items:

2. Recommendation to refer Amendment of Municipal Code Chapter 5-12 and 13-72 to further regulate landlord requirements for just cause evictions, tenant relocation

assistance and notice requirements for evictions and rental rate increases (02020-3449) to the Committee on Housing and Real Estate.

3. Ordinance correcting the City Council Journal of Proceedings of April 24, 2020 (02020-3333)
4. A proposed resolution regarding an advisory referendum question for the 2020 general election ballot concerning the creation of a comprehensive development plan for the City of Chicago
5. A proposed resolution regarding an advisory referendum question for the 2020 general election ballot concerning action to increase access to broadband Internet in the City of Chicago

A proposed resolution regarding an advisory referendum question for the 2020 general election ballot concerning restrictions on the sale or possession of certain firearms and magazines in the State of Illinois

This recommendation of each item was concurred in by the Committee on Committees and Rules.

Sincerely,

**Michelle Harris, Chairman Committee on
Committees and Rules**
ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Section 5-12-020 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

5-12-020 Exclusions.

(a) Rental of the following dwelling units shall not be governed by this chapter, unless the rental agreement thereof is created to-avoid the application of this chapter:

: - i (1) {a) Dwelling; units in owner-occupied buildings containing six units or less;
provided, however, that the provisions of Sections Section 5-12-135, 5-12-136, 5-12-137, 5-12-

138. 5-12-140, and 5-12-160 shall apply to every rented dwelling unit in such buildings within the City of Chicago;

(2) (b) Dwelling units in hotels, motels, inns, bed-and-breakfast establishments, rooming houses and boardinghouses, but only until such time as the dwelling unit has been occupied by a tenant for 32 or more continuous days and tenant pays a monthly rent, exclusive of any period of wrongful occupancy contrary to agreement with an owner. Notwithstanding the . above, the prohibition against interruption of tenant occupancy set forth in Section 5-12-160 shall apply to every rented dwelling unit in such buildings within the City of Chicago. No landlord shall bring an action to recover possession of such unit, or avoid renting monthly in order to avoid the application of this chapter. Any willful attempt to avoid application of this chapter by an owner may be punishable by criminal or civil actions;

(3) (e) Housing accommodations in any hospital, convent, monastery, extended care facility, asylum or not-for-profit home for the aged, temporary overnight shelter, transitional shelter, or in a dormitory owned and operated by an elementary school, high school or institution of higher learning; student housing accommodations wherein a housing agreement or housing contract is entered into between the student and an institution of higher learning or student housing wherein the institution exercises control or supervision of the students; or student housing owned and operated by a tax exempt organization affiliated with an institution of higher learning;

(4) (d) A dwelling unit that is occupied by a purchaser pursuant to a real estate purchase contract prior to the transfer of title to such property to such purchaser, or by a seller of property pursuant to a real estate purchase contract subsequent to the transfer of title from such seller;

(5) (e) A dwelling unit occupied by an employee of a landlord whose right to occupancy is conditional upon employment in or about the premises;

(6) (f) A dwelling unit in a cooperative occupied by a holder of a proprietary lease.

(b) Sections 5-12-135, 5-12-136, 5-12-137, and 5-12-138 shall not apply to dwelling units in properties owned or operated by the Chicago Housing Authority or to Qualified Tenants in Foreclosed Rental Properties within the meaning of Section 5-14-010 et seq. of the Chicago Municipal Code (the Protecting Tenants in Foreclosed Rental Properties Ordinance), i

SECTION 2. Section 5-12-030 of the Municipal Code of Chicago is [hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

5-12-030 Definitions.

Whenever used in this chapter, the following words and phrases shall have the following meanings:

- (b) "Landlord" means the owner, agent, lessor or sublessor, mortgagee in possession, court appointed receiver or master, or the successor in interest of any of them, of a dwelling unit or the building of which it is part. Provided, however, that any receiver appointed under 65 ILCS 5/11-31.2, 65 ILCS 5/11-31-2.1, or 765 ILCS 605/14.5 shall be exempt from the

- b) provisions of this chapter.
- c) "Owner" means one or more persons, jointly or severally, in whom is vested all
- c) or part of the legal title to property, or all or part of the beneficial ownership and a right to
- c) present use and enjoyment of the premises, including a mortgagee in possession. For purposes
- c) of sections 5-12-135(d) and 5-12-137(a), "owner" means a natural person but does not include a
- c) trustee or a mortgagee in possession.

(Omitted text is unaffected by this ordinance)

f) "Principal residence" means a person's primary or chief residence that the tenant or person occupies on a regular basis.

g) "Qualified relative" means the owner's spouse, child, parent, grandparent, sibling, or grandchild.

(f) (h) "Rent" means any consideration, including any payment, bonus, benefits, or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a dwelling unit.

(§) (i) "Rental agreement" means all written or oral agreements embodying the terms and conditions concerning the use and occupancy of a dwelling unit by a tenant.

(h) (j) "Successor landlord" means any person who follows a landlord in ownership or control of a dwelling unit or the building of which it is part, and shall include a lienholder who

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takes ownership or control either by contract, operation of law or a court order. However, a "successor landlord" shall not include a receiver appointed pursuant to a court order.

(t)(k) "Tenant" means a person entitled by written or oral agreement, subtenancy approved by the landlord or by sufferance, to occupy a dwelling unit to the exclusion of others.

SECTION 3. Section 5-12-130 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

5-12-130 Landlord remedies.

Every landlord shall have the remedies specified in this section for the following circumstances:

~~{a) Failure to Pay Rent. If all or any portion of rent is unpaid when due and the, tenant fails to pay: the unpaid rent within five days after written notice by the landlord of his intention to terminate the rental agreement if rent is not so paid, the landlord may terminate the rental agreement. Nothing in this subsection shall affect a landlord's obligation to provide~~

notice of termination of tenancy in subsidized housing as required under federal law or regulations. A landlord may also maintain an action for rent and/or damages without terminating the rental agreement. j

{fe) Noncompliance by Tenant. If there is material noncompliance by a tenant with a rental agreement or with Section 5-12-040, the landlord of such tenant's dwelling unit may deliver written notice to the tenant specifying the acts and/or omissions constituting the breach and that the rental agreement will terminate upon a date not less than ten days after receipt of the notice, unless the breach is remedied by the tenant within that period of time. If the breach is not remedied within the 10-day period, the residential rental agreement shall terminate as provided in the notice. The landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement or with Section 5-12-040. If the tenant's noncompliance is willful, the landlord may also recover reasonable attorney's fees.

a) (e) Failure to Maintain. If there is material noncompliance by the tenant with Section 5-12-040 (other than subsection (g) thereof), and the tenant fails to comply as promptly as conditions permit in case of emergency or in cases other than emergencies within 14 days of receipt of written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and have the necessary work done in the manner required by law. The landlord shall be entitled to reimbursement from the tenant of the costs of repairs under this section.

b) (d) Disturbance of Others. If the tenant materially violates Section 5-12-040(g) within 60 days after receipt of a written notice as provided in Section 5-12-135(c) as provided in subsection (b), the landlord may obtain injunctive relief against the conduct constituting the

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violation, or may terminate the rental agreement on fourteen days' written notice to the tenant specifying the acts or omissions constituting the material violation. V- »

(c) {&) Abandonment. Abandonment of the dwelling unit shall be deemed to have occurred when:

(Omitted text is unaffected by this ordinance)

(d) ff) Disposition of Abandoned Property. If the tenant abandons the dwelling unit as described in subsection {e) (c) hereof, or fails to remove his personal property from the premises after termination of a rental agreement, the landlord shall leave the property in the dwelling unit or remove and store all abandoned property from the dwelling units and may dispose of the property after seven days. Notwithstanding the foregoing, if the landlord reasonably believes such abandoned property to be valueless or of such little value that the cost of storage would exceed the amount that would be realized from sale, or if such property is subject to spoilage, the landlord may immediately dispose of such property.;

{§ }{§) Waiver of Landlord's Right to Terminate. If the landlord accepts the rent due knowing that there is a default in payment of rent by the tenant he thereby waives his right to terminate the rental agreement for that breach.

j^H£;;-(fj.:#) • :Rerhedy..-After Termination. If the rental agreement is terminated, the landlord shall have a claim for possession and/or for rent.

(g) (i) Notice or Renewal of Rental Agreement. No tenant shall be required to renew a rental agreement

more than 90 days prior to the termination date of the rental agreement. If the landlord violates this subsection, the tenant shall recover one month's rent or actual damages, whichever is greater.

ij) ~~Notice of Refusal to Renew Rental Agreement. Provided that the landlord has not exercised, or is not in the process of exercising, any of its rights under Section 5-12-130(a) -(b) hereof, the landlord shall notify the tenant in writing at least--:~~

~~for minimum rent of the rental agreement of the landlord's. Intentionally to terminate~~

~~month tenancy or not to renew an existing rental agreement. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for up to 60 days after the date on which such required written notice is given to the tenant, regardless of the termination date specified in the existing rental agreement. During such occupancy, the terms, and conditions of the tenancy (including, without limitation, the rental rate) shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice; provided, however, that if rent was waived or abated in the preceding month or months as part of the original rental~~

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SECTION 4. Chapter 5-12 of the Municipal Code of Chicago is hereby amended by adding a new Section 5-12-135, as follows:

5-12-135 Just cause required for evictions.

No landlord shall attempt to recover possession, or initiate or prosecute an eviction or other action seeking possession of a rental unit unless the landlord is able to establish one or more of the following grounds:

- (a) Nonpayment of rent.
 - 1) If all or any portion of rent is unpaid when due and the tenant fails to pay
 - 1) the unpaid rent within five days of receipt of written notice from the landlord of the landlord's
 - 1) intention to renew the rental agreement if rent is not so paid, the landlord may terminate the
 - 1) rental agreement pursuant to Article IX of the Illinois Code of Civil Procedure 735 ILCS 5/9-101
 - 1) et seq, If the rent, together with filing fees and fees for service of process, is paid prior to the
 - 1) fourteenth day after any order of possession or an eviction order made pursuant to Article IX of
 - 1) the Illinois Code of Civil Procedure, 735 ILCS 5/9-101 et seq, is issued, then the order of
 - 1) possession or eviction order shall be vacated and the case dismissed upon motion by either the
 - 1) landlord or the tenant.
 - 2) Nothing in this subsection shall be construed to impair a landlord's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations.

(b) *Material noncompliance.*

(1) If the tenant commits a material noncompliance, the landlord may deliver written notice to the tenant specifying the acts and omissions constituting the material noncompliance and that the rental agreement will terminate upon a date not less than fourteen days after receipt of the notice, unless the tenant remedies the breach within that fourteen-day period. If the breach is not remedied within the fourteen-day period, the residential rental agreement shall terminate as provided in the notice. Material noncompliance means:

A) A serious breach of a material term of a rental agreement;

B) A material violation of Section 5-12-040, except that any material violation of Section 5-12-040 must be deliberate or reckless;

C) The use of the rental unit or other parts of the property for any criminal activity that either materially threatens the health, safety, or peaceful enjoyment of other tenants at the property, or has a material adverse effect on the management of the property. Provided, however, that this subsection (E) shall not diminish the rights of a landlord, if any, to terminate a rental agreement for actions permitted under 735 ILCS 5/9-118, 735 ILCS 5/9-119, or 735 ILCS 5/9-120; and

D) The unreasonable denial of the landlord's access to the rental unit for a purpose authorized under Section 5-12-050 of this Chapter, provided that the landlord provided notice in compliance with applicable federal, state, and local laws for seeking access.

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(2) If, after receiving written notice to cease from the landlord, the tenant does not remedy the material noncompliance within the 14-day period, the landlord may recover possession of the unit, damages and obtain injunctive relief for any material noncompliance by the tenant. If the tenant's noncompliance is willful, the landlord may also; recover reasonable attorney's fees.

(cj) Refusal to renew, rental agreement. In all tenancies or rental agreements for a term of one year or more, the renter refuses to renew or extend the rental agreement within fourteen days after receipt of the landlord's request that the renter do so. The offered renewed or extended rental agreement must be in writing and substantially similar in material terms. The landlord must provide the renter with written 30 days' notice to vacate following the, renter's refusal to renew or extend the rental agreement.

d) *Occupancy by owner or qualified relative.*

1) Upon 120 days' written notice, the landlord, in good faith and: without retaliation, may seek to recover possession of the rental unit so that the owner of the property or a qualified relative may occupy the rental unit as that person's principal residence for a period of no fewer than 12 continuous months. The owner or qualified relative must move into the unit within three months from the tenant's vacation. If a substantially equivalent replacement unit is vacant and available, that unit may be made available to the tenant at a substantially similar rental rate as the tenant's current rental agreement or at a rental rate agreeable to the tenant. The tenant may reject the landlord's offer of a replacement unit without prejudicing the tenant's right to relocation assistance under this chapter.

2) If the landlord recovers possession under this subsection, and continuous occupancy by the owner or qualified relative is for fewer than 12 months or the owner or qualified relative fail to occupy the unit within three months of the vacation of the tenant, there is a rebuttable presumption that landlord is in violation of this subsection. The landlord may rebut this presumption by demonstrating that the intent to occupy for at least 12 continuous months was in good faith but could not be achieved due to circumstances beyond the landlord's control;

3) A landlord may not recover possession of a rental unit under this subsection if the tenant

has a disability as defined in 2-160-020 of the Municipal Code of Chicago and the tenant's treating medical professional supports by letter that the tenant would not be able to move in 4 months for a disability-related reason.

e) Condominium conversion. The landlord, in good faith and without retaliation, may seek to recover the unit to sell it in accordance with a condominium conversion approved under Chapter 13-72 of the Municipal Code of Chicago.

f) *Significant repair needed.*

(1) The landlord may seek to recover possession of the rental unit:

(A) In order to comply with a court or government agency's order to vacate, order to comply, order to abate, or any other order that necessitates the vacating of the rental unit as a result of a violation of the Municipal Code of Chicago or any other provision of law. The landlord shall promptly provide the tenant with a notice to vacate

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within the time mandated by the court or government agency, and include a copy of the order; or

(B) In order to substantially rehabilitate or make necessary repairs to the rental unit, which will, according to a licensed contractor, render the unit uninhabitable for the duration of the rehabilitation or repair. The landlord must provide; written 90 days' notice to the tenant, together with a written statement from the licensed contractor stating⁵ the reason why the unit cannot be inhabited for the duration of the rehabilitation or repair.

(2) The landlord; rshall provide a relocation assistance fee to the tenant*

pursuant to Section 5-12-137. If a substantially equivalent replacement unit is vacant and available, that unit may be made available to the tenant at a substantially similar rental rate as the tenant's current rental agreement or a rental rate agreeable to the tenant. The tenant may reject the landlofd's^ioffer of a replacement unit without prejudicing the tenant's right to the; relocation assistance fee under this chapter. v : 7

(g) Removal or demolition. If the landlord seeks, in good faith, to recover possession to demolish or permanently remove the rental unit from residential use, the landlord must provide the tenant with written 90-day notice to terminate rental agreement. i^v

SECTION 5. Chapter 5-12 of the Municipal Code of Chicago is hereby amended by adding a new Section 5-12-136, as follows: :>

5-12-136 Notice requirements for eviction. I? ^

a) A landlord: shall not attempt to recover possession of a rental unit, including an eviction action under Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/9-101 et seq., unless the landlord has complied with all applicable notice requirements under state, federal, and local law, and the landlord's notice terminating tenancy or other written demand for possession of a rental unit to the tenant must be in English and the tenant's primary language or, if the tenant's primary language is not known, then in English, Spanish, Polish, and Chinese, and must include:

- 1) An explicit statement identifying which subsection of Section 5-12-135 the landlord is invoking and setting forth the grounds with enough specificity to allow the tenant to prepare a defense;
 - 2) The following statement: "You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have;" and
 - 3) If terminating under subsection (d), (e), (f), or (g) of Section 5-12-135, a statement providing notice that the tenant may be entitled to a relocation assistance fee in the amount set forth in Section 5-12-137.
- b) The failure to include any of the notice requirements shall be a defense to any eviction action or action for possession of the rental unit. A landlord who seeks to recover possession of a rental unit, including in an eviction action under Article IX of the Illinois Code of

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Civil Procedure, 735 ILCS 5/9-101 et seq., bears the burden to prove compliance with this , Section.

SECTION 6. Chapter 5-12 of the Municipal Code of Chicago is hereby amended by adding a new Section 5-12-137, as follows:

5-12-137 Tenant relocation assistance.

a) For-tenants whose tenancy is terminated based on the grounds set forth in subsection (d), (e), (f), or (g) of Section 5-12-135, the landlord shall pay a one-time, per unit relocation assistance fee of \$10,600. Provided, however, that where the rental unit is within a property containing four or fewer units and the owner of the property occupies one of the units as the owner's principal residence and the property is the sole residential property owned, in whole or in part, by the owner in the city of Chicago,; the owner shall instead pay a one-time, per unit relocation assistance fee: ..

1) Where the tenancy is being terminated based on the grounds set forth in subsection (e), (f), or (g) of Section 5-12-135, in an amount equal to three times the median monthly rent in the city of Chicago for a residential rental unit "with the same number- of bedrooms, as determined annually by the Department of Housing of the city of Chicago; or

2) Where the tenancy is being terminated based on the grounds set forth in subsection (d) of Section 5-12-135 (occupancy by owner or qualified relative), in an amount ■■ equal to two times the median monthly rent in the city of Chicago for a residential; rental unit with the same number of bedrooms, as determined annually by the Department of Housing of the city of Chicago. ;

3) For such rental unjts and upon written agreement between the landlord and the tenant, the relocation assistance fee in subsection (a)(1) or (a)(2) of this Section may be paid, in whole or in part, by reduction in rent, rent forgiveness, the waiver of rent, or other mutually agreeable method.

b) The landlord shall pay the relocation assistance fee within 14 days prior to the date set for termination of the tenancy or 14 days prior to the date set for vacation in an applicable court or agency order, whichever is sooner.

c) If the landlord fails to pay the relocation assistance fee within the time prescribed in this section, the landlord shall pay the tenant the relocation assistance fee together with an amount equal to two times the relocation assistance fee.

SECTION 7. Chapter 5-12 of the Municipal Code of Chicago is hereby amended by adding a new Section 5-12-138, as follows:

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5-12-138 Notices for rental rate increases.

a) A landlord shall not, during the course of any consecutive 12 month period, increase a tenant's rent unless the landlord provides the tenant with:

- 1) 30 days' written notice prior to the effective date of the change for any increase by less than five percent;
- 2) 60 days' written notice prior to the effective date of the change for any increase by five percent but less than ten percent;
- 2) increase by five percent but less than ten percent;
- 3) 90 days' written notice prior to the effective date of the change for any increase by ten percent but less than fifteen percent; or
- 4) 120 days' written notice prior to the effective date of the change for any increase by fifteen percent or greater.

- b) Any single or cumulative offer or demand to increase rent by fifty percent or greater during the course of any 12 month period creates a rebuttable presumption that the increase is excessive; unconscionable, and against public policy. Where a landlord offers or demands a singular or cumulative increase in rent by twenty percent or greater during the course of any 12 month period, the renter may, in addition to any other remedies, reject the increase and notify the landlord that they will vacate the premises on or before the expiration of the notice provided in subsection (a)(4) of this section, and the landlord shall provide the renter relocation assistance fee in the amount set forth in Section 5-12-137 within 14 days after receiving the renter's rejection.

SECTION 8. Chapter 5-12 of the Municipal Code of Chicago is hereby amended by adding a new Section 5-12-139, as follows:

5-12-139 Remedies and defenses to violations of just cause eviction, relocation assistance, and notice requirements.

- a) If landlord acts in violation of or fails to comply with Section 5-12-135, 5-12-136, or 5-12-137, or 5-12-

138, the tenant has a defense and/or a claim in an eviction action or any action brought by the landlord or owner against the tenant to recover possession of the rental unit.

b) For each violation of Section 5-12-135, 5-12-136, 5-12-137, or 5-12-138, a tenant shall be entitled to two times the relocation assistance fee, together with reasonable attorney's fees and costs.

c) In addition to any other damage, compensation, remedy, refund, claim, or relief to which the tenant may be entitled, a tenant may bring a private cause of action seeking compliance with Sections 5-12-135, 5-12-136, 5-12-137, and 5-12-138 and for injunctive relief. The prevailing tenant shall be entitled to reasonable attorney's fees and costs.

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(d) The rights, obligations, and remedies set forth in this section and in addition to any others available at law or in equity.

SECTION 9. Section 5-12-140 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

5-12-140 Rental agreement arid anti-waiver.

Except as otherwise specifically provided by this chapter, ho rental agreement may provide that the landlord or tenant:

(Omitted text is unaffected by this ordinance)

A provision prohibited by this section included in a rental an agreement isl unenforceable. The tenant may recover actual damages: sustained by the tenant because of the enforcement of a prohibited provision. If the landlord attempts to enforce a provision in a rental an agreement prohibited by this section the tenant may recover two months' rent.

SECTION 10. Section 5-12-160 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

5-12-160 Prohibition on interruption of tenant occupancy by landlord.

V, :: ~ it is unlawful for any landlord or any person acting at his direction knowingly to oust or dispossess or threaten or attempt to oust or dispossess any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any entrance into said unit; or by removing any door or window from said unit; or by interfering with the services to said unit; including but not limited to electricity, gas, hot or cold water, plumbing, heat or telephone service; or by removing a tenant's personal property from" said unit; or by the removal or incapacitating of appliances or fixtures, except for the purpose of making necessary repairs; or by the use or threat of force, violence or injury to a tenant's person or property; or by any act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable. The foregoing shall not apply Where:

(a) . A landlord acts in compliance with the laws of Illinois pertaining to an eviction action forcible entry and de tainer and engages the sheriff of Cook County to forcibly evict a tenant or his personal property; or

(Omitted text is unaffected by this ordinance)

Whenever a complaint of violation of this provision is received by the Chicago Police Department, the department shall investigate and determine whether a violation has occurred. Any person found guilty of violating this

section shall be fined not less than then \$200.00 nor more than \$500.00, and each day that such violation shall occur or continue shall constitute a separate and distinct offense for which a fine as herein provided shall be imposed. If a tenant in a civil legal proceeding against his landlord establishes that a violation of this section has

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occurred he shall be entitled to recover possession of his dwelling unit or personal property and shall recover an amount equal to not more than two months' rent or twice the actual damages sustained by him, whichever is greater. A tenant may pursue any civil remedy for violation of this section regardless of whether a fine has been entered against the landlord pursuant to this section.

SECTION 11. Section 5-12-180 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

5-12-180 Attorney's fees. *

Except in ~~cases of forcible entry and detainer~~ actions for eviction and/or rent under Section 5-12-135 of this Chapter, the prevailing plaintiff in any action arising out of a landlord's or tenant's application of the rights or remedies made available in this ordinance shall be entitled to all court costs and reasonable attorney's fees; provided, however, that nothing herein; shall be deemed or interpreted as precluding the awarding of attorney's fees in ~~forcible entry and detainer~~ eviction actions in accordance with applicable law or as expressly provided in this ordinance.

SECTION 12. Section 13-72-065 of the Municipal Code of Chicago is hereby amended by inserting the text underscored, and by deleting the text struck through, as follows:

13-72-065 Tenant relocation assistance. ^ ^

For any building containing residential rental units that is being converted to a condominium project and for which a declaration is recorded on or after July 30, 2012, a qualified tenant may, at the tenant's option, receive relocation assistance. If such qualified tenant exercises the option for relocation assistance, the landlord of such building shall provide the qualified tenant with relocation assistance in the amount and in the manner proscribed in Section 5-12-137 of the Municipal Code of Chicago.

(A) ~~The landlord shall pay to a qualified tenant who exercises the option for assistance a one-time relocation fee of \$1,500.00; provided that if the tenant's one month's rent is greater than \$1,500.00, the landlord shall pay to the tenant one month's rent at the highest rent charged to that qualified tenant for that rental unit or \$2,500.00, whichever is less; provided further, that if a rental unit is occupied by two or more qualified tenants, the landlord shall pay to each qualified tenant one month's rent at the highest rent charged to that qualified tenant for that rental unit or \$2,500.00, whichever is less.~~
occupied by one qualified tenant.

(Omitted text is unaffected by this ordinance)

SECTION 13. This ordinance shall take full force and effect upon passage and publication.

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Christopher Taliaferro Alderman, 29th Ward

The following legislation is being introduced by Chris Taliaferro regarding Just Cause Eviction, co-sponsored by

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Alderman Ward 12

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Alderman Ward 13

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Alderman Ward 22

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The following legislation is being introduced by Chris Taliaferro regarding Just Cause Eviction, sponsored by

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Alderman Ward 44

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The following legislation is being introduced by Chris Taliaferro regarding Just Cause Eviction, sponsored by

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Alderman Ward 45

Mayor Lightfoot

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Alderman Ward 46

Clerk Valencia

Matthew Martin

Alderman Ward 47

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Alderman Ward 48

Maria Hadden

Alderman Ward 49

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Alderman Ward 50

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