



Office of the City Clerk

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Legislation Text

File #: O2021-1191, Version: 1

Committee on Housing and Real Estate

March 24, 2021

ORDINANCE

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

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

(Omitted text is unaffected by this ordinance)

5-12-030 Definitions.

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

(Omitted text is unaffected by this ordinance)

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

(Omitted text is unaffected by this ordinance)

5-12-040 Tenant responsibilities.

Every tenant must:

a) Comply with all. obligations imposed specifically upon tenants by provisions of the municipalcode applicable to dwelling units, including Section 7-28-850;

b) Keep that part of the premises that he occupies and uses thev occupy and use as safe as thecondition of the premises permits;

c) Dispose of all ashes, rubbish, garbage and other waste from-bis their dwelling unit in a clean andsafe manner;

d) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioningand other facilities and appliances, including elevators, in the premises;

f) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person on the premises with-nis their consent to do so; and

g) Conduct himself themselves and require other persons on the premises with-hts their consent to

conduct themselves in a manner that will not disturb his or their neighbors' peaceful enjoyment of the premises.

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(Omitted text is unaffected by this ordinance)

5-12-080 Security deposits.

(Omitted text is unaffected by this ordinance)

(3) The name and address of the financial institution where the security deposit will be deposited shall be clearly and conspicuously disclosed in the written rental agreement signed by the tenant. If no written rental agreement is provided, the landlord shall, within 14 days of receipt of the security deposit, notify the tenant in writing of the name and address of the financial institution where the security deposit was deposited.

If, during the pendency of the rental agreement, a security deposit is transferred from one financial institution to another, the landlord shall, within 14 days of such transfer, notify the tenant in writing of the name and address of the new financial institution.

(Omitted text is unaffected by this ordinance)

(e) In the event of a sale, lease, transfer of ownership or control or other direct or indirect disposition of residential real property by a landlord who has received a security deposit or prepaid rent from a tenant, the successor landlord of such property shall be liable to that tenant for any security deposit, including statutory interest, or prepaid rent which the tenant has paid to the transferor.

(Omitted text is unaffected by this ordinance)

The transferor shall remain jointly and severally liable with the successor landlord to the tenant for such security deposit or prepaid rent, unless and until such transferor transfers said security deposit or prepaid rent to the successor landlord and provides notice, in writing, to the tenant of such transfer of said security deposit or prepaid rent, specifying the name, business address and business telephone number of the successor landlord or his or their agent within ten days of said transfer.

If the landlord fails to comply with any provision of Section 5-12-080 (a) through (e), the tenant shall have a right to seek damages after complying with the requirements of this paragraph. A tenant may seek such damages only if: (i) the tenant has delivered a written notice to the landlord: (A) specifying the acts and omissions constituting the alleged failure of landlord to comply with this section, and (B) stating that the landlord must remedy the breach within five business days after delivery of the written notice and: (ii) the landlord has not remedied the acts or omissions constituting the alleged failure to comply with this section, as required by this paragraph. Within five business days after the receipt of the tenant's written notice, the landlord shall remedy any acts or omissions constituting the alleged failure to comply with this section and provide the disclosures as described in Section 5-12-080 (a) through (e). The written notice required by this section may be delivered electronically if the parties have previously communicated electronically. If the landlord fails to remedy the alleged noncompliance within five business days, the tenant may be awarded damages in an amount equal to two times the security deposit, plus reasonable attorney's fees. This paragraph does not preclude the landlord or tenant from recovering other damages to which they may be entitled under this Article.

(0 (1) Subject to subsection (f)(2), if the landlord fails to comply with any provision of Section 5

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~~12-080(a)-(e), the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest at a rate determined in accordance with Section 5-12-081. This subsection does not preclude the tenant from recovering other damages to which he may be entitled under this chapter:~~

£2). If a landlord pays the interest on a security deposit or prepaid rent within the 30-day period provided for in subsection (c), or within the 45-day period provided for in subsection (d), whichever is applicable, but the amount of interest is deficient, the landlord shall not be liable for damages under subsection (f)(2) unless:

A) the tenant gives written notice to the landlord that the amount of the interest returned was deficient; and

B) within fourteen days of the receipt of the notice, the landlord fails to either:

i) pay to the tenant the correct amount of interest due plus \$50.00; or

ii) provide to the tenant a written response which sets forth an explanation of how the interest paid was calculated.

If the tenant disagrees with the calculation of the interest, as set forth in the written response, the tenant may bring a cause of action in a court of competent jurisdiction challenging the correctness of the written response. If the court determines that the interest calculation was not accurate, the tenant shall may be awarded damages in an amount equal to two times the security deposit plus interest at a rate determined in accordance with Section 5-12-081.

(Omitted text is unaffected by this ordinance)

5-12-090 Identification of owner and agents.

A landlord or any person authorized to enter into an oral or written rental agreement on the landlord's behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name, e-mail address, and telephone number of:

a) The owner or person authorized to manage the premises; and

b) A person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

(Omitted text is unaffected by this ordinance)

5-12-095 Tenants' notification of foreclosure action.

(a) Within seven (7) days of being served a foreclosure complaint, as defined in 735 ILCS 5/15-1504, an owner or landlord of a premises 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 against the owner or landlord. An owner or landlord shall also disclose, in writing, the notice of foreclosure to any other thirdparty who has a consistent pattern and practice of paying rent to the owner or landlord on behalf of a tenant. '

Before a tenant initially enters into a rental agreement for a dwelling unit, the owner or landlord

shall also disclose, in writing, that he or she is named in a foreclosure complaint.

(Omitted text is unaffected by this ordinance)

b) If the owner or landlord fails to comply with this section, the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than thirty (30) days from the date of the written notice. In addition, if a tenant in a civil legal proceeding against an owner or landlord establishes that a violation of this section has occurred, he or she shall be entitled to recover Two Hundred and no/100 Dollars (\$200.00) in damages, in addition to any other damages or remedies that the tenant may also be entitled to.

5-12-100 Notice of conditions affecting habitability.

Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord or any person authorized to enter into a rental agreement on his or her behalf shall disclose to the tenant in writing:

(Omitted text is unaffected by this ordinance)

5-12-101 Bed bugs - Education.

For any rental agreement for a dwelling unit entered into or renewed after the effective date of this 2013 amendatory ordinance, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his or her behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the department of health pursuant to Section 7-28-860.

5-12-110 Tenant remedies.

(Omitted text is unaffected by this ordinance)

c) Minor Defects. If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, and the reasonable cost of compliance does not exceed the greater of \$500.00 or one-half of the monthly rent, the tenant may recover damages for the material noncompliance or may notify the landlord in writing of his or her intention to correct the condition at the landlord's expense; provided, however, that this subsection shall not be applicable if the reasonable cost of compliance exceeds one month's rent. If the landlord fails to correct the defect within 14 days after being notified by the tenant in writing or as promptly as conditions require in case of emergency, the tenant may have the work done in a workmanlike manner and in compliance with existing law and building regulations and, after submitting to the landlord a paid bill from an appropriate tradesman or supplier, deduct from his or her rent the amount thereof, not to exceed the limits specified by this subsection and not to exceed the reasonable price then customarily charged for such work. A tenant shall not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

(Omitted text is unaffected by this ordinance)

(e) Damages and Injunctive Relief. If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, the tenant may obtain injunctive relief, and/or recover

damages by claim or defense. This subsection does not preclude the tenant from obtaining other relief to which he-they may be entitled under this chapter.

f) Failure to Provide Essential Services. If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, either of which constitutes an immediate danger to the health and safety of the tenant or if, contrary to the rental agreement or Section 5-12-070, the landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, the tenant may give written notice to the landlord specifying the material noncompliance or failure. If the landlord has, pursuant to this ordinance or in the rental agreement, informed the tenant of an address at which notices to the landlord are to be received, the tenant shall mail or deliver the written notice required in this section to such address. If the landlord has not informed the tenant of an address at which notices to the landlord are to be received, the written notice required in this section shall be delivered by mail to the last known address of the landlord or by other reasonable means designed in good faith to provide written notice to the landlord. After such notice, the tenant may during the period of the landlord's noncompliance or failure:

(Omitted text is unaffected by this ordinance)

If the tenant proceeds under this subsection (f), he-they may not proceed under subsections (c) or (d). The tenant may not exercise his-their rights under this subsection if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his-their family, or other person on the premises with his-their consent. Before correcting a condition, the repair of which will affect more than his-their own dwelling unit, the tenant shall notify all other tenants affected and shall cause the work to be done so as to result in the least practical inconvenience to other tenants.

g) Fire or Casualty Damage. If the dwelling unit or common area are damaged or destroyed by fire or casualty to an extent that the dwelling unit is in material noncompliance with the rental agreement or with Section 5-12-070, the tenant may:

(Omitted text is unaffected by this ordinance)

If the rental agreement is terminated under this subsection (g), the landlord shall return all security and all prepaid rent in accordance with Section 5-12-080(d). Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty. A tenant may not exercise remedies in this subsection if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of his-their family or a person on the premises with his-their consent.

(Omitted text is unaffected by this ordinance)

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-their 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.

(Omitted text is unaffected by this ordinance)

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

1) Actual notice has been provided to the landlord by the tenant indicating the tenant's intention not to return to the dwelling unit; or

2) All persons entitled under a rental agreement to occupy the dwelling unit have been absent from the unit for a period of 21 days or for one rental period when the rental agreement is for less than a month, and such persons have removed their personal property from the premises, and rent for that period is unpaid; or

3) All persons entitled under a rental agreement to occupy the dwelling unit have been absent from the unit for a period of 32 days, and rent for that period is unpaid.

Notwithstanding the above, abandonment of the dwelling unit shall not be deemed to have occurred if any person entitled to occupancy has provided the landlord a written notice indicating that he or she still intends to occupy the unit and makes full payment of all amounts due to the landlord.

(Omitted text is unaffected by this ordinance)

f) Disposition of Abandoned Property. If the tenant abandons the dwelling unit as described in subsection (e) hereof, or fails to remove his or her 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 unit 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.

g) 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 or she thereby waives his or her right to terminate the rental agreement for that breach.

h) Remedy After Termination. If the rental agreement is terminated, the landlord shall have a claim for possession and/or for rent.

(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 may recover one month's rent or actual damages,

whichever is greater.

(Omitted text is unaffected by this ordinance) 5-12-150

Prohibition on retaliatory conduct by landlord.

(Omitted text is unaffected by this ordinance)

(g) Exercised any right or remedy provided by law.

If the landlord acts in violation of this section, the tenant has a defense in any retaliatory action against him-the landlord for possession and is entitled to the following remedies: he-they shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to and not more than two months' rent or twice the damages sustained by him-them, whichever is greater, and reasonable attorneys' fees. If the rental agreement is terminated, the landlord shall return all security and interest recoverable under Section 5-12-080 and all prepaid rent. In an action by or against the tenant, if there is evidence of tenant conduct protected herein within one year prior to the alleged act of retaliation, that evidence shall create a rebuttable presumption that the landlord's conduct was retaliatory. The presumption shall not arise if the protected tenant activity was initiated after the alleged act of retaliation.

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

It is unlawful for any landlord or any person acting at his-their 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 forcible entry and detainer and engages the sheriff of Cook County to forcibly evict a tenant or his-their personal property; or
- b) A landlord acts in compliance with the laws of Illinois pertaining to distress for rent; or
- c) A landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or
- d) The tenant has abandoned the dwelling unit, as defined in Section 5-12-130(e).

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 \$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-their landlord establishes that a violation of this section has occurred he they shall be entitled to recover possession of his-their 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.

5-12-170 Summary of ordinance attached to rental agreement.

The Commissioner of Housing shall prepare a summary of this chapter, describing the respective rights, obligations and remedies of landlords and tenants hereunder, and shall make such summary available for public inspection and copying. The commissioner shall also, after on the same day the city comptroller has announced the rate of interest on security deposits on the first business day of the year, prepare and publish a separate summary describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the rate for each of the prior two years. The commissioner shall also distribute the new rate of security deposit interest, as well as the rate for each of the prior two years, through public service announcements to all radio and television outlets broadcasting in the city. A landlord who receives a security deposit from a tenant shall attach a copy of such summary ~~shall be attached~~ to each such written rental agreement when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for a new rental or a renewal thereof. Where there is an oral agreement, and the landlord has received a security deposit, the landlord shall give the summary to the tenant ~~a copy of the summary~~.

(Omitted text is unaffected by this ordinance)

If the landlord acts in violation of this section, the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than 30 days from the date of the written notice. If a tenant in a civil legal proceeding against his-her landlord establishes that a violation of this section has occurred, he-she shall be entitled to recover \$100.00 in damages.

5-12-180 Attorney's fees.

Except in cases of forcible entry and detainer actions, the prevailing plaintiff party in any action arising out of a landlord's or tenant's application of the rights or remedies made available in this ordinance ~~shall~~ may 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 actions in accordance with applicable law or as expressly provided in this ordinance.

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

BRIAN HOPKINS Alderman, 2nd
Ward

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CITY OF CHICAGO

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OFFICE OF THE CITY CLERK ANNA M.
VALENCIA

Chicago City Council Co-Sponsor Form

02021-1191

Amendment of Municipal Code Chapter 5-12 to further regulate Residential Landlord and Tenant Ordinance.

Adding Co-Sponsor(s)

Please ADD Co-Sponsor(s) Shown Below-(Principal Sponsor's Consent Required)

(1^{3rd} Ward)

(Signature)

Alderman

(Signature)

Principal Sponsor:

(Signature)

*Removing Co-Sponsor(s) Please REMOVE Co-Sponsor(s) Below - (Principal Sponsor's
Consent NOT Required)*

fl 1 Ward) fl 1 Ward)

Date Filed:

Final Copies To Be Filed With: • Chairman of Committee to which legislation was referred
• City Clerk

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