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# Chicago Residential Lease

## APARTMENT – CONDOMINIUM – HOUSE

**BY THIS AGREEMENT** made and entered into on April 1, 2008, between C.K. Patel, herein referred to as Lessor, and Eric Douglas Keene, herein referred to as Lessee. Lessor leases to Lessee the premises situated at 758 N. Larabee St. Unit #705 in the City of Chicago, County of Cook, State of Illinois, and more particularly described as follows: Condominium located at 758 N. Larabee St. Unit #705, and underground parking space #131 included in rent price and lease terms, together with all appurtenances, for a term of 1 years, to commence on May 1, 2008, and to end on April 30, 2009, at 12 o'clock a.m.

**1. Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of One thousand eight hundred Dollars (\$1800.00) per month in advance by the 7th day of each calendar month beginning May, 2001, at 2735 W. North Avenue, City of Chicago. State of Illinois, or at such other place as Lessor may designate.

**2. Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to C.K.Patel.

**3. Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of Eighteen dollars (\$18.00).

**4. Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of thirty five Dollars (\$35.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

**5. Security Deposit.** On execution of this lease, Lessee deposits with Lessor Nine Hundred Dollars (\$900.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

**6. Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

**7. Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the

cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

**8. Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than 2 persons, consisting of 2 adults and \_\_\_\_\_ children under the age of \_\_\_\_\_ years, without the written consent of Lessor.

**9. Condition of Premises.** Lessee stipulates that Lessor has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

**10. Keys.** Lessee will be given 2 key(s) to the premises and 1 mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged twenty-five Dollars (\$25.00).

**11. Locks.** Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

**12. Lockout.** If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

**13. Parking.** Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

**14. Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

**15. Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

**16. Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of

an employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenantable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of an employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

**17. Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**18. Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that water, internet, and basic cable service(not including the rental fee for the appropriate equipment) shall be provided by Lessor.

#### Heating Cost Disclosure (for Tenant-Heated Apartments)

For all properties to which the Heating Cost Disclosure Ordinance (Chicago, IL Municipal Code CH. 5-16) is applicable.

- a. The cost of heating the apartment shall be the responsibility of Tenant.
- b. Tenant acknowledges that Tenant was provided with heating cost information prior to any written or verbal agreement to enter into this lease and prior to any exchange of money. The projected average monthly cost of utility service from the utility providing the primary source of heat based on energy consumption during the most recent annual period of continuous occupancy by one or more prior occupants, current or expected rates and normalized weather by the method approved by the Illinois Commerce Commission is \$ .
- c. A copy of the Heating Cost Disclosure Form as required by the City of Chicago Department of Consumer Services is attached to this lease.
- d. By execution of this lease, Tenant confirms and acknowledges that tenant has received the Heating Cost Disclosure Form.

**19. Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof; and, at the Lessee's sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of an employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of an employee, family, agent, or visitor, shall be the responsibility of Lessor or who he or she assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his or her discretion without the prior written consent of Lessor.

**20. Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

**21. Insurance.** Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

Opt-Out Clause:

\_\_\_\_\_ Lessee and Lessor must both initial and date here if the requirement that Lessee obtain renter's insurance is waived. If the requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence.

**22. Condominiums.** To the extent that this lease applies to condominiums, Lessee acknowledges that the premises is part of a condominium unit, and therefore Lessee's use and occupancy of the premises is subject at all times to the terms of provisions, covenants and restrictions of the Declaration of the Condominium Ownership covering the building and all applicable rules, regulations and by-laws of the condominium association as amended or added to from time to time (collectively "Condominium Documents"), copies of which have been provided to the Lessee. The failure of Lessee to perform or observe any of the duties and obligations applicable to Lessee under the Condominium Documents shall constitute a default under this lease. Lessee shall indemnify Lessor and hold it harmless from any damages, direct or indirect, as a result of such non-performance by Lessee.

**23. Pets.** ~~Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.~~

**24. Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

**25. Display of Signs.** ~~During the last \_\_\_\_\_ days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale," or "For Rent," or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.~~

**26. Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

**27. Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any

such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

**28. Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on        days' written notice served by either Lessor or Lessee on the other party.

**29. Notice of Intent to Vacate.** [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

**30. Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

**31. Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within        days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

**32. Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**33. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**34. Residential Landlord and Tenant Ordinance.** In the event that this property is in the City of Chicago, then the Residential Landlord and Tenant Ordinance as amended or added to from time to time, and a summary of which is attached hereto and made a part

hereof, shall govern the parties hereto and modify the legal status of the signatories to the extent of the applicability of such ordinance. By signature on this lease, tenant acknowledges receipt of a copy of a summary of Chicago's Residential Landlord and Tenant Ordinance.

**35. Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Illinois. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**36. Lead Paint Disclosure.** "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

**37. Notice of Conditions Affecting Habitability.** Pursuant to Chicago's Residential Landlord and Tenant Ordinance (Chicago Municipal Code 5-12-100), Lessee is hereby notified that during the 12 month period prior to the date of execution of this lease, the following code violations have been cited and administrative and/or court proceedings have been filed for the apartment and/or the building and the following notices have been received from the City of Chicago and/or any utility provider regarding the termination of utility services: [STATE NONE IF NOT APPLICABLE] NONE.

**38. Disclosure of Name and Address.** Lessor hereby discloses the following information to Lessee, in accordance with Law:

Name of the person authorized to manage the demised premises: David Givens  
Address and phone number: 758 N. Larabee 312-222-1239

Name of owner of demised premises: C.K. Patel  
Address and phone number: C.K. Patel 2735 W. North Avenue Chicago, IL  
(or)

If a person is 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 notices and demands:

Name of such person: Augustus Lewellen  
Address and phone number : 758 N. Larabee Unit #608 630-701-0372

Lessor and Lessor's success in interest, if any, shall keep the above information current at all times of this lease.

**39. Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such

provision shall be deemed to be written, construed and enforced as so limited.

**39. Other Terms:** Lessee shall take possession of the unit on April 15<sup>th</sup>, 2008, and pay a pro-rated rent rate of \$900.00 for 4/15/2008-4/30/2008. Lessor also agrees to touch up the paint, install new microwave door, and clean the carpets.

**IN WITNESS WHEREOF**, the parties have executed this lease at the day and year first above written.

Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_  
Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

**NOTICE:** Contact your local county real estate board for additional forms that may be required to meet your specific needs.

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# Chicago's 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. 5-12-17O]

**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 ALSO BE ADVISABLE.**

## **WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE?** [Mun. Code ch. 5-12-010]

- All rental units with written or oral leases (including all subsidized units such as CHA, IHDA, Sect. 8, etc.)

## **WHAT RENTAL UNITS ARE NOT COVERED BY THE ORDINANCE?** [Mun. Code ch. 5-12-020]

- 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, nonresidential rental properties.
- Co-ops and condominiums unless rented.

## **WHAT ARE THE TENANTS 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, maintaining smoke detector batteries within tenant's apartment.
- Keep the unit safe and clean.
- Use all equipment and facilities in a reasonable manner.
- Not damage the unit.
- Not disturb other residents

## **LANDLORD'S RIGHT OF 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 such access, the landlord must provide notice 2 days after entry.

## **SECURITY DEPOSITS AND PREPAID RENT**

**[Mun. Code ch. 5-12-080 and 5-12-081]**

- 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 each year at the rate set by the City Comptroller for security deposits held more than six months. (eff. 7-1-97)
- A landlord must pay interest each year at the rate set by the City Comptroller for prepaid rent held more than six months. (eff. 7-1-97)
- A landlord must return all security deposit and interest minus unpaid rent and money for damages within 45 days from the date the tenant vacates the dwelling unit.
- In the event of fire, a landlord must return all security deposit and interest minus unpaid rent and money for damages within seven days from the date and 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]
- To give new tenants or tenants renewing a rental agreement, notice of building code citations issued by the City in the past 12 months; notice of pending Housing Court, Code Enforcement Bureau or Compliance Board actions; and notice of termination of water, electrical or gas service to the building. [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]
- Not force a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92) [Mun Code ch. 5-12-130(i)]
- Provide a tenant with at least 30 days written notice of his intention not to renew a rental agreement. 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 use a lease without prohibited provisions. [Mun. Code ch. 5-12-140]

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

- If the landlord fails to maintain the property in compliance with fire Code AND such failure renders the premises not reasonably fit and habitable, the tenant may:
  1. Request in **writing** that the landlord make repairs within 14 days or tenant may terminate the rental agreement after the 14 days. If tenant terminates the rental agreement, he must vacate the premises within 30 days and if possession is not delivered, the tenant's notice is considered withdrawn. (eff. 1-1-92)
  - If the landlord fails to maintain the property in material compliance with the Code and the tenant or 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 or tenant can withhold an amount of rent that reasonably reflects reduced value of the unit.
    2. Request in **writing** that the landlord make repairs within 14 days or tenant may have the repairs made and deduct up to \$500 or 1/2 of the month's rent, whichever is more, **but not to exceed one months rent**. The repairs must be done in compliance with existing law and building regulations. A receipt for the repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent.
    3. File suit against the landlord for damages and injunctive relief.

### **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, the tenant may:
  1. Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent.

- 2.
3. File suit against the landlord and recover damages based on the reduced value of the dwelling unit.
4. 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 for each month or portion thereof.
5. 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. (eff. 1-1-92)
6. 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 if the landlord has informed the tenant of 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 the tenant, tenant's family or guests are not responsible for fire or accident, the tenant has three choices:
  1. The tenant may 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 is denied use of a portion of the unit through damage, he may reduce his rent to reflect the reduced value of the unit.
  3. If the tenant stays and the landlord promises to begin work but 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 being diligently carried out, of his intention to terminate the rental agreement.

#### **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?

- If the tenant fails to pay rent on time, the landlord may charge \$10.00 per month late fee on rents less than \$500.00 and a 5% per month late fee on that part of the rent that 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 \$200 or \$20.00) (eff. 1-1-92) [Mun. Code ch. 5-12-140 (h)]
- The landlord **cannot** evict the tenant if he accepts **full payment** of the rent due. [Mun. Code ch. 5-12-130(g)]

## 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, after giving 14 days written notice to the tenant or in the case of emergency as promptly as conditions permit, may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for the 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)
- 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 landlord **cannot** take retaliatory action against a tenant because a tenant complains or testifies **in good faith** to governmental agencies or officials, media, community groups, tenant unions or the landlord.

**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, Room 1002, City Hall.