ZONING & BUILDINGS

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 deleting the language struck through and by inserting the language underscored, as follows:

CHAPTER 5-12
RESIDENTIAL LANDLORDS AND TENANTS

5-12-010 Title, purpose, and scope.

(a) *Short Title.* This chapter ~~shall be known and~~ may be cited as the "Residential Landlord and Tenant ~~Ordinance", and~~ Ordinance".

(b) *Purposes.* This chapter shall be liberally construed and applied to promote its purposes, ~~and policies. It is the purpose of this chapter and the policy of the city, in order~~ which are to protect and promote the public health, safety, and welfare of ~~its citizens, to establish~~ the City's residents by establishing the rights and obligations of ~~the landlord~~ landlords and ~~the tenant~~ tenants in the rental of dwelling ~~units,~~ units ~~and to encourage the landlord~~ and encouraging the ~~tenant to maintain~~ maintenance and ~~improve the quality of~~ improvement of housing quality.

(c) *Scope.* This chapter applies to, regulates, and determines rights, obligations, and remedies arising under every rental agreement for a dwelling unit located within the City, ~~of Chicago,~~ regardless of where the agreement is made, subject only to the limitations ~~contained~~ set forth in Section 5-12-020. This chapter also applies ~~specifically~~ to rental agreements for dwelling units operated under subsidy programs of agencies of the United States ~~and/or~~ or the State of Illinois, including ~~specifically~~ programs operated or subsidized by the Chicago Housing Authority ~~and/or~~ or the Illinois Housing Development Authority, to the extent that this chapter ~~is~~ does not ~~in direct~~ directly conflict with statutory or regulatory provisions governing such programs.

5-12-020 Exclusions.

(a) *Exemptions from Chapter.* Rental of the following dwelling units ~~shall not be governed by~~ shall be exempt from this ~~chapter, unless the rental agreement thereof is created to avoid the application of this~~ chapter:

~~(a)~~ (1) Dwelling units owned by Tier 1 landlords; ~~in owner-occupied premises containing six units or fewer;~~ provided, however, that ~~Sections 5-12-130(j) and~~ Section 5-12-070, Section 5-12-110(d), Section 5-12-110(e), Section 5-12-135, Section 5-12-137, Section 5-12-160, and Section 5-12-175 shall apply to every rented dwelling unit in such premises within the City; ~~of Chicago;~~

~~(b)~~ (2) Dwelling units in hotels, motels, inns, bed-and-breakfast establishments, roominghouses, 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,~~ 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;

~~(c)~~ (3) Housing accommodations in any hospital, convent, monastery, extended care facility, ~~asylum or not-for-profit home for the aged~~ nursing home, 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;

~~(d)~~ (4) 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~~ after the transfer of title from such seller;

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

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

(b) *Exemption for Certain Receivers.* 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 provisions of this chapter.

(c) *Disclosure of Exemptions.* A landlord who claims that a dwelling unit is exempt from this chapter shall prominently state this exemption on marketing materials, rental applications, and rental agreements.

5-12-030 Definitions.

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

"Commissioner" means the Commissioner of Buildings.

"Commonly controlled entities" means two or more persons or entities in which the same person or persons hold, directly or indirectly, more than fifty percent of the ownership or voting interest, or which share a common managing member, general partner, or other person exercising control over the management of the property. Entities structured, divided, or layered for the purpose of avoiding aggregation under this chapter shall be treated as commonly controlled regardless of nominal ownership percentages.

~~(a)~~ "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one or more persons who maintain a household, together with the common areas, land and appurtenant buildings thereto, and all housing services, privileges, furnishings and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities.

"Interruption of essential services" means any act or omission by a landlord that causes, or is intended to cause, the failure or disconnection of heat, running water, hot water, electricity, gas,

or plumbing. "Interruption of essential services" shall not include any interruption resulting from a cause beyond the landlord's control that is not caused by the landlord's nonpayment or neglect.

~~(b)~~ "Landlord" means the owner, agent, lessor or sublessor, or the successor in interest of any of them, of a dwelling unit or the building of which it is part.

"Lockout" means any act by a landlord, without authority of law, that prevents or is intended to prevent a tenant from entering or occupying the dwelling unit or premises, including changing or adding locks, removing or blocking doors or windows, removing the tenant's personal property, or otherwise denying access.

"No-fault action" means any recovery of possession of a dwelling unit in connection with: (1) occupancy of the dwelling unit by the owner or a qualified-relative; (2) demolition or removal of the unit from residential use; or (3) substantial rehabilitation rendering the unit uninhabitable during the work.

~~(c)~~ "Owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.

"Owner-occupied," as applied to a premises, means a premises in which an owner who is a natural person, or a natural-person member or principal of the entity that is the owner, maintains a dwelling unit as that individual's principal residence and occupies it on a regular basis.

~~(d)~~ "Periodic tenancy" means a tenancy that continues for successive periods, whether month-to-month or otherwise, unless the landlord or tenant takes affirmative action to terminate the tenancy pursuant to this section.

~~(e)~~ "Person" means an individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity.

~~(f)~~ "Premises" means the dwelling unit and the structure of which it is a part, and facilities and appurtenances therein, and grounds, areas and facilities held out for the use of tenants.

"Principal residence" means an individual's sole, primary, or chief residence that the individual occupies on a regular basis.

"Qualified relative" means an individual who is related to an owner as spouse or as any of the following, whether by blood or by adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, first cousin, grandparent, grandchild, father-in- law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister.

~~(g)~~ "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.

~~(h)~~ "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.

"Security deposit" means money paid to a landlord at the start of the tenancy: (1) to cover any potential damages caused by the tenants during the tenancy or cost incurred by the property owner at the end of the lease term that are not related to routine maintenance and upkeep of the property; or (2) to secure payment or performance of a tenant's obligations under a rental agreement, including any obligations associated with a tenant's guests or pets. The term "security deposit" does not include rent, including prepaid rent, or fees.

~~(i)~~ "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 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.

"Tier 1 landlord" means the owner of an owner-occupied premises containing six or fewer dwelling units, or a natural person who owns twelve or fewer dwelling units in the aggregate within the City.

"Tier 2 landlord" means a landlord, not within Tier 1, of a premises or portfolio of thirteen to forty-nine dwelling units, or an owner holding thirteen to forty-nine dwelling units in the aggregate within the City.

"Tier 3 landlord" means a landlord of a premises of fifty or more dwelling units, or an owner holding fifty or more dwelling units in the aggregate within the City.

~~(j)~~ "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.

(b) For purposes of determining a landlord's tier under this chapter: (1) a natural person or entity holding a passive, non-controlling beneficial interest of 25 percent or less in a dwelling unit or in the entity holding title, and who does not participate in the management or control of the property, shall not be treated as an owner of that dwelling unit; the units shall instead be attributed to the controlling owner or manager; and (2) "in the aggregate," as applied to the number of dwelling units an owner holds, means all dwelling units the owner holds within the City, whether held directly or through one or more commonly controlled entities, counted together.

(Omitted text is not affected by this ordinance)

5-12-040 Tenant responsibilities.

(a) *Requirements.* Every tenant must:

~~(a)~~ (1) Comply with all obligations imposed specifically upon tenants by provisions of ~~the municipal code~~ this Code applicable to dwelling units, including obligations related to bed bugs as described in Section 7-28-850;

~~(b)~~ (2) Keep that part of the premises that ~~he~~ the tenant occupies and uses as safe as the condition of the premises permits;

~~(c)~~ (3) Dispose of all ashes, rubbish, garbage and other waste from ~~his~~ the dwelling unit in a clean and safe manner;

~~(d)~~ (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

~~(e)~~ (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, in the premises;

~~(f)~~ (6) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person on the premises with ~~his~~ the tenant's consent to do so; and

~~(g)~~ (7) Conduct ~~himself~~ themselves and require other persons on the premises with ~~his~~ the tenant's consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.

5-12-050 Landlord's right of access.

(a) Tenant's Duties. A tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit:

~~(a)~~ (1) To make necessary or agreed repairs, decorations, alterations, or improvements;

~~(b)~~ (2) To supply necessary or agreed services;

~~(c)~~ (3) To conduct inspections authorized or required by any government agency;

~~(d)~~ (4) To exhibit the dwelling unit to prospective or actual purchasers, mortgagees, workmen or contractors;

~~(e)~~ (5) To exhibit the dwelling unit to prospective tenants 60 days or less prior to the expiration of the existing rental agreement;

~~(f)~~ (6) For practical necessity where repairs or maintenance elsewhere in the building unexpectedly require such access;

~~(g)~~ (7) To determine a tenant's compliance with provisions in the rental agreement; ~~and~~ or

~~(h)~~ (8) In case of emergency.

(b) *Landlord's Responsibilities.* The landlord shall not abuse the right of access or use it to harass the tenant. Except in cases where access is authorized by subsection ~~(f)~~ (a)(6) or ~~(h)~~ (a)(8) of this section, the landlord shall give the tenant notice of the landlord's intent to enter of no less than ~~two days. Such notice shall be provided directly to each dwelling unit by mail, telephone, written notice to the dwelling unit, or by other reasonable means designed in good faith to provide notice to the tenant~~ 48 hours. If access is required because of repair work for common facilities or other apartments, a general notice may be given by the landlord to all potentially affected tenants that entry may be required. In cases where access is authorized by subsection ~~(f)~~ (a)(6) or ~~(h)~~ (a)(8) of this section, the landlord may enter the dwelling unit without notice or consent of the tenant. The landlord shall give the tenant notice of such entry within ~~two days~~ 48 hours after such entry. The landlord shall retain means to access the unit for use in instances when the tenant is not able to grant access. Inability to access the unit shall not be considered a defense against failing to meet basic maintenance responsibilities.

(c) *Reasonable Entry Times.* The landlord may enter only at reasonable times except in case of an emergency. An entry between 8:00 a.m. and 8:00 p.m. or at any other time expressly requested by the tenant shall be presumed reasonable.

5-12-060 Remedies for improper denial of access or unlawful entry.

(a) *Denial of Access.* If the tenant refuses to allow lawful access in accordance with Section 5-12-050, the landlord may obtain injunctive relief to compel access or terminate the rental agreement pursuant to Section 5-12-130(b) of this chapter. In either case, the landlord may recover damages.

(b) *Unlawful or Unreasonable Entry.* If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated unreasonable demands for entry otherwise lawful, but which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement pursuant ~~to the notice provisions of~~ Section 5-12-110~~(a)~~. In each case, the tenant may recover an amount equal to not more than one month's rent or twice the damage sustained by ~~him~~ the tenant, whichever is greater.

(Omitted text is not affected by this ordinance)

5-12-080 Security deposits.

(a) *Handling and Disclosure Requirements.*

(1) A landlord shall hold all security deposits received by ~~him~~ the landlord in a federally insured ~~interest-bearing~~ account in a bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit ~~and interest due thereon~~ shall continue to be the property of the tenant making such deposit, shall not be commingled with the assets of the landlord, and shall not be subject to the claims of any creditor of the landlord or of the landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy. Nothing in this paragraph shall be construed as preventing a landlord from commingling security deposits from multiple tenants in a single qualifying account.

(Omitted text is not affected by this ordinance)

~~(4) Notwithstanding subsection (a)(1), a landlord shall not be considered to be commingling the security deposits with the landlord's assets if there is excess interest in the account in which the security deposits are deposited. "Excess interest" means the amount of money in excess of the total amount of security deposits deposited into the account plus any interest due thereon.~~

(b) *Receipt Requirements.*

(1) Except as provided for in subsection (b)(2), any landlord who receives a security deposit from a tenant or prospective tenant shall give said tenant or prospective tenant at the time of receiving such security deposit a receipt indicating the amount of such security deposit, the name of the person receiving it and, in the case of the agent, the name of the landlord for whom such security deposit is received, the date on which it is received, and a description of the dwelling unit. The receipt shall be signed by the person receiving the security deposit. Failure to comply with this subsection shall entitle the tenant to immediate return of security deposit.

(Omitted text is not affected by this ordinance)

(c) *Failure to Disclose.* Should the landlord fail to provide the necessary disclosures pursuant to subsection (b) of this section, the tenant has the right to request in writing any pending disclosures, receipts, or updates on their security deposit. The owner, or their agent, shall have two business days from the receipt of this request to provide the tenant with the appropriate disclosures. Should the landlord fail to meet this obligation, the tenant shall be eligible for any applicable remedy in Section 5-12-110 of this Code. ~~A landlord who holds a security deposit or prepaid rent pursuant to this section for more than six months shall pay interest to the tenant accruing from the beginning date of the rental term specified in the rental agreement at the rate determined in accordance with Section 5-12-081 for the year in which the rental agreement was entered into. The landlord shall, within 30 days after the end of each 12-month rental period, pay to the tenant any interest, by cash or credit to be applied to the rent due.~~

(d) *Return of Security Deposits.* The landlord shall, within 45 days after the date that the tenant vacates the dwelling unit or within seven days after the date that the tenant provides notice of termination of the rental agreement pursuant to Section ~~5-12-110(g)~~ 5-12-110(h), return to the tenant the security deposit or any balance thereof; ~~and the required interest thereon~~; provided, however, that the landlord, or successor landlord, may deduct from such security deposit or interest due thereon for the following:

(Omitted text is not affected by this ordinance)

(e) Transfer of Security Deposits. 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~~, deposit or prepaid rent which the tenant has paid to the transferor.

(Omitted text is not affected by this ordinance)

~~(f) (1) Subject to subsection (f)(2), if the landlord fails to comply with any provision of Section 5-12-080(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 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.~~

(f) *Security Deposit Maximum.* A landlord may not demand or receive a security deposit exceeding one month's rent for the dwelling unit.

(g) *Failure to Return Security Deposit.* If the landlord fails to return a security deposit in accordance with Section 5-12-080, the tenant shall be entitled to receive damages in an amount equal to two times the security deposit. This subsection does not preclude the tenant from obtaining other relief to which the tenant may be entitled under this chapter.

5-12-081 Fees in addition to rent.

(a) *Transparency and Reasonableness.* In addition to rent, a landlord may charge a tenant or prospective tenant a fee only where the fee is disclosed in writing, itemized, and reasonably related to an actual cost incurred by the landlord. Before requiring payment of any fee, the landlord shall provide the tenant with a written, itemized description of the fee, the specific cost it reflects, and documentation supporting that cost.

(b) *State Fee Bans Incorporated.* Consistent with the Illinois Rental Fee Transparency and Fairness Act, and regardless of any disclosure, a landlord shall not charge or require: (1) a move-in or move-out fee; (2) both a security deposit and a move-in or move-out fee; (3) a fee or fine for the modification or renewal of a lease; (4) a fee or fine for an after-hours request for maintenance service; (5) a fee or fine for pest abatement or removal where the tenant has in no way contributed to the infestation; or (6) any fee, interest, or cost imposed because a tenant elects to pay a permitted fee in installments. A disclosed fee that falls within a State-prohibited category remains prohibited.

(c) *Application Fees.* An application or background-check fee shall not exceed $50; where the actual cost of a third-party background check exceeds that amount, the landlord may pass through only the documented excess, shall pay the cost upfront, and shall furnish receipts within fourteen (14) days, failing which the fee is waived. A prospective tenant who submits a reusable tenant screening report conducted within the prior thirty (30) days shall not be charged an application fee.

(d) *First-Page Disclosure.* All non-optional fees, whether one-time or recurring, shall be stated on the first page of the lease agreement together with the total amount of rent, and the lease or listing shall disclose whether utilities are included in rent. A tenant shall not be liable for any non-optional fee not so disclosed.

(e) *Installment Option.* A landlord shall permit a tenant to pay any permitted fee in installments and shall not impose any fee, interest, or cost because the tenant so elects.

(f) *Additional Local Requirements.* For fees that State law permits, no landlord shall charge a fee unless it is disclosed in writing, itemized, and reasonably related to an actual cost incurred; and no landlord shall (1) convert any fee, fine, or charge into rent when unpaid; (2) apply a rent payment to a charge other than rent so as to place the tenant in default; (3) impose any markup

above the amount actually billed by a utility provider; or (4) require a tenant to agree to a non-disparagement clause. A landlord shall not rename a fee or charge to avoid this section or State law.

(g) *Relationship to State Law.* This section operates as a floor no less protective than the Rental Fee Transparency and Fairness Act. Where that Act and this section address the same fee, the more tenant-protective provision governs. Nothing in this section authorizes any fee the Act prohibits, and any lease provision purporting to waive or limit these protections is void and unenforceable.

~~**5-12-081 Interest rate on security deposits.**~~

~~During December of each year, the city comptroller shall review the status of banks within the city and interest rates on savings accounts, insured money market accounts and six (6) month certificates of deposit at commercial banks located within the city. On the first business day of each year, the city comptroller shall announce the rates of interest, as of the last business day of the prior month, on savings accounts, insured money market accounts and six (6) month certificates of deposit at the commercial bank having the most number of branches located within the city. The rates for money market accounts and for certificates of deposit shall be based on the minimum deposits for such investments. The comptroller shall calculate and announce the average of the three rates. The average of these rates so announced by the comptroller shall be the rate of interest on security deposits under rental agreements governed by this chapter and made or renewed after the most recent announcement.~~

~~**5-12-082 Interest rate notification.**~~

~~The city comptroller, after computing the rate of interest on security deposit governed by this chapter, shall cause the new rate of security deposit interest to be published for five consecutive business days in two or more newspapers of general circulation in the city. The mayor shall direct the appropriate city department to prepare and publish for free public distribution at government offices, libraries, schools and community organizations, a pamphlet or brochure 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 interest rate for each of the prior two years. The commissioner shall also distribute the new rate of security deposit interest, as well as the interest rate for each of the prior two years, through public service announcements to all radio and television outlets broadcasting in the city.~~

5-12-090 Landlord disclosures. ~~**Identification of owner and agents.**~~

(a) *Disclosure of Owner, Manager, or Agent.* 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, address, and telephone number of: ~~(a)~~ ~~The~~ (1) the owner or person authorized to manage the premises; ~~and (b) A~~ (2) 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.~~ demands; and (3) a copy of the current registration confirmation for the dwelling unit issued by the Department pursuant to Section 5-12-175.

(b) *Disclosure of Third-Party Revenue Management Software or Service.* A landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall disclose to the tenant in writing at or before the commencement or renewal of the tenancy if the landlord or any

of the landlord's agents uses or has used third-party revenue management software or service in connection with residential leases or rental agreements in the City for the determination of or setting of any material terms of a residential lease, including rental prices or any additional fees under the lease. In any such disclosure, the landlord or the landlord's agent must identify the name of any such company or software used and the services provided by such third-party revenue management software or service, including whether such service or software uses dynamic pricing or any non-public competitive rent data to set prices or fees.

(c) *Disclosure of Address for Delivery of Written Notice.* A landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall provide to the tenant an address at which notices to the landlord are to be sent. The tenant shall mail or deliver the written notice required under this chapter to such address. If the landlord has not informed the tenant of an address at which notices to the landlord are to be sent, any written notice required in this chapter shall be delivered in a manner that is consistent with how the landlord and tenant regularly communicate, either by hand delivery, through e-mail, text message, or by mail to the last known address of the landlord.

(d) *Failure to Disclose.* A person who enters into a rental agreement and fails to comply with the requirements of this section becomes an agent of the landlord for the purpose of: ~~(i)~~ (1) service of process and receiving and receipting for notices and demands; and ~~(ii)~~ (2) performing the obligations of the landlord under this chapter and under the rental agreement.

(e) *Duty to Maintain.* The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner, or manager.

(f) *Remedies.* If the landlord fails to comply with this section, the tenant may terminate the rental agreement pursuant to the notice provisions of Section ~~5-12-110(a)~~ 5-12-110(b). If the landlord fails to comply with the requirements of this section after receipt of written notice pursuant to Section ~~5-12-110(a)~~ 5-12-110(b), the tenant shall recover one month's rent or actual damages, whichever is greater.

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

(a) *Disclosure Requirements.* Within seven (7) days of being served a foreclosure complaint, as ~~defined~~ described in the Illinois Mortgage Foreclosure Law, codified at 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 third party who has a consistent pattern and practice of paying rent to the owner or landlord on behalf of a tenant.

(Omitted text is not affected by this ordinance)

(b) *Remedies.* 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)~~ 30 days from the date of the written notice in accordance with Section 5-12-110. 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~~ the tenant shall be entitled to recover ~~Two Hundred and no/100 Dollars ($200.00)~~ $1,000 in damages, in addition to any other damages or remedies that the tenant may also be entitled.

5-12-100 Notice of conditions affecting habitability

(a) *Required disclosures.* 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~~ the landlord's behalf shall disclose to the tenant in writing:

~~(a)~~ (1) Any code violations which have been cited by the City ~~of Chicago~~ during the previous 12 months for the dwelling unit and common areas and provide notice of the pendency of any code enforcement litigation or administrative hearing proceeding pursuant to Section 14A-3-301.2.2 of this Code affecting the dwelling unit or common area. The notice shall provide the case number of the litigation ~~and/or~~ or the identification number of the administrative hearing proceeding and a listing of any code violations cited.

~~(b)~~ (2) Any notice of intent by the City ~~of Chicago~~ or any utility provider to terminate water, gas, electrical, or other utility service to the dwelling unit or common areas. The disclosure shall state the type of service to be terminated, the intended date of ~~termination;~~ termination, and whether the termination will affect the dwelling unit, the common areas, or both. A landlord shall be under a continuing obligation to provide disclosure of the information described in this ~~subsection (b)~~ paragraph and a plan for remediation throughout a tenancy or prior to the start of a new tenancy.

(b) If a landlord violates this section, the tenant or prospective tenant shall be entitled to remedies described in Section 5-12-090.

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~~ January 1, 2014, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on ~~his~~ the landlord's behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the ~~department of health~~ Department of Public Health pursuant to Section 7-28-860 of this Code.

5-12-110 Tenant remedies.

(a) *Availability of Remedies.* In addition to any remedies provided under federal law, a tenant shall have the remedies specified in this section under the circumstances herein set forth. For purposes of this section, material noncompliance ~~with Section 5-12-070 shall include~~ includes, but is not limited to, material noncompliance under the terms of a rental agreement, the failure to maintain the premises in compliance with all applicable provisions of this Code or to promptly make any repairs necessary to fulfill this obligation, and any of the following circumstances:

(1) Failure to maintain the structural integrity of the building or structure, or parts thereof;

(2) Failure to maintain floors in compliance with the safe load-bearing requirements of ~~the municipal code~~ this Code;

(3) Failure to comply with applicable requirements of ~~the municipal code~~ this Code for the number, width, construction, location, or accessibility of exits;

(4) Failure to maintain exit, stairway, fire escape, or directional signs where required by ~~the municipal code~~ this Code;

(5) Failure to provide smoke alarms, smoke detectors, sprinkler systems, standpipe systems, fire alarm systems, automatic fire detectors, or fire extinguishers where required by ~~the municipal code~~ this Code;

(6) Failure to maintain elevators in compliance with applicable provisions of ~~the municipal code~~ this Code;

(7) Failure to provide or maintain in good working order a flush water closet, lavatory basin, bathtub or shower, or kitchen sink;

(8) Failure to maintain heating facilities or gas-fired appliances in compliance with the requirements of ~~the municipal code~~ this Code;

(9) Failure to provide heat or hot water in such amounts and at such levels and times as required by ~~the municipal code~~ this Code;

(10) Failure to provide hot and cold running water as required by ~~the~~ ~~municipal code~~ this Code;

(11) Failure to provide adequate hall or stairway lighting as required by ~~the municipal code~~ this Code;

(12) Failure to maintain the foundation, exterior walls, or exterior roof, in sound condition and repair, substantially watertight, and protected against rodents;

(13) Failure to maintain floors, interior walls, or ceilings in sound condition and good repair;

(14) Failure to maintain windows, exterior doors, or basement hatchways, in sound condition and repair and substantially tight, and to provide locks or security devices as required by ~~the~~ ~~municipal code~~ this Code, including deadlatch locks, deadbolt locks, sash or ventilation locks, and front door windows or peepholes;

(15) Failure to supply screens where required by ~~the municipal code~~ this Code;

(16) Failure to maintain stairways or porches in safe condition and sound repair;

(17) Failure to maintain the basement or cellar in a safe and sanitary condition;

(18) Failure to maintain facilities, equipment, or chimneys in safe and sound working condition;

(19) Failure to prevent the accumulation of stagnant water;

(20) Failure to exterminate insects, rodents, or other pests;

(21) Failure to supply or maintain facilities for refuse disposal;

(22) Failure to prevent the accumulation of garbage, trash, refuse, or debris, as required by ~~the municipal code~~ this Code;

(23) Failure to provide adequate light or ventilation as required by ~~the~~ ~~municipal code~~ this Code;

(24) Failure to maintain plumbing facilities, piping, fixtures, appurtenances, and appliances in good operating condition and repair;

(25) Failure to provide or maintain electrical systems, circuits, receptacles, and devices, as required by ~~the municipal code~~ this Code;

(26) Failure to maintain and repair any equipment which the landlord supplies or is required to supply; or

(27) Failure to maintain the dwelling unit and common areas in a fit and habitable condition.

~~(a)~~ (b) *Noncompliance by Landlord.* If there is material noncompliance by the landlord, ~~with a rental agreement or with Section 5-12-070 either of which renders the premises not reasonably fit and habitable,~~ the tenant ~~under the rental agreement~~ may deliver a written notice to the landlord specifying the ~~acts and/or omissions constituting~~ nature of the material noncompliance and specifying that the rental agreement will terminate on a date not less than 14 days after receipt of the notice by the landlord, unless the material noncompliance is remedied by the landlord within the time period specified in the notice. If the material noncompliance is not remedied within the time period so specified in the notice, the rental agreement shall terminate, and the tenant shall deliver possession of the dwelling unit to the landlord within 30 days after the expiration of the time period specified in the notice. If possession shall not be so delivered, then the tenant's notice shall be deemed withdrawn, and the lease shall remain in full force and effect. If the rental agreement is terminated, the landlord shall return all prepaid ~~rent,~~ rent or any security ~~and interest~~ deposit recoverable by the tenant under Section 5-12-080.

~~(b)~~ (c) *Failure to Deliver Possession.* If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the residential rental agreement or ~~Section 5-12-070~~ this section, rent for the dwelling unit shall abate until possession is delivered or the material noncompliance is remedied, and the tenant may:

(1) Upon written notice to the landlord, terminate the rental agreement and, upon termination, the landlord shall return all prepaid rent and any security deposit; or

(2) Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by ~~him~~ the tenant.

If a person's failure to deliver possession is ~~wilful~~ willful, an aggrieved person may recover from the person withholding possession an amount not more than two months' rent or twice the actual damages sustained by ~~him~~ the aggrieved person, whichever is greater.

~~(c)~~ (d) *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~~ $1,500 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~~ the tenant's 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~~ by a licensed professional in compliance with existing law and building regulations

and, after submitting to the landlord a paid bill from an appropriate ~~tradesman or supplier~~ licensed professional, deduct from ~~his or her~~ the tenant's 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.

Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other affected tenants and shall cause the work to be done so as to create the least practical inconvenience to the other tenants. Nothing herein shall be deemed to grant any tenant any right to repair any common element or dwelling unit in a building subject to a condominium regime other than in accordance with the declaration and bylaws of such condominium building; provided, that the declaration and bylaws have not been created to avoid the application of this chapter.

For purposes of mechanics' lien laws, repairs performed or materials furnished pursuant to this subsection shall not be construed as having been performed or furnished pursuant to authority of or with permission of the landlord.

~~(d)~~ (e) *Failure to Maintain.* If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, the tenant may notify the landlord in writing of the tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises due to the material noncompliance, not to exceed the greater of $1,500 or one-half of the monthly rent. If the landlord fails to correct the condition within 14 days after being notified by the tenant in writing, the tenant may, during the time such failure continues, deduct from the rent the stated amount. A tenant shall not withhold rent under this subsection 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. A landlord shall not impose any late fee, penalty, or other charge on, and shall not commence any action for possession based upon, rent lawfully withheld under this section. A tenant may not both deduct and withhold for the same condition.

~~(e)~~ (f) D*amages 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~~ or recover damages by claim or defense. This subsection does not preclude the tenant from obtaining other relief to which ~~he~~ the tenant may be entitled under this chapter.

~~(f)~~ (g) (1) *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~~ this Code, 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: (1) ~~Procure~~ procure reasonable amounts of heat, running water, hot water, electricity, gas, or plumbing service, as the case may be, and, upon presentation to the landlord of paid receipts,

deduct their cost from the rent; ~~or~~ (2) ~~Recover damages based on the reduction in the fair rental value of the dwelling unit; or (3) Procure~~ procure substitute housing, in which case the tenant is excused from paying rent for the period of the landlord's ~~noncompliance. The tenant may recover the cost of the reasonable value of the substitute housing up to an amount equal to the monthly rent for the each month or portion thereof of noncompliance, as prorated. In addition to the remedies set forth in Section 5-12-1220(f)(1)~~ noncompliance; (3) ~~the tenant may: (4) Withhold (1)~~ withhold from the monthly rent an amount ~~that reasonably reflects the reduced value of the premises~~ not to exceed the greater of $1,500 or one half of the monthly rent due to the material noncompliance or failure if the landlord fails to correct the condition within 24 hours after being notified by the tenant; provided, however, that no rent shall be withheld if the failure is due to the inability of the utility provider to provide service; or ~~(5) Terminate~~ (4) terminate the rental agreement by written notice to the landlord if the material noncompliance or failure persists for more than 72 hours after the tenant has notified the landlord of the material noncompliance or failure; provided, however, that no termination shall be allowed if the failure is due to the inability of the utility provider to provide service. If the rental agreement is terminated, the landlord shall return all prepaid ~~rent,~~ rent or security deposits ~~and interest thereon~~ in accordance with Section 5-12-080, and tenant shall deliver possession of the dwelling unit to the landlord within 30 days after the expiration of the 72-hour time period specified in the notice. If possession shall not be so delivered, then the tenant's notice shall be deemed withdrawn, and the lease shall remain in full force and effect. If the tenant proceeds under this subsection ~~(f)~~(g1), ~~he~~ the tenant may not proceed under subsections ~~(c)~~(d) or ~~(d)~~(e). The tenant may not exercise ~~his~~ the tenant's rights under this subsection if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of ~~his~~ the tenant's family, or other person on the premises with ~~his~~ the tenant's consent. Before correcting a condition, the repair of which will affect more than ~~his~~ the tenant's 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.

(2) Where the interruption of essential services poses an immediate danger to the health or safety of an occupant, the tenant's remedies attach immediately upon notice, and the tenant may procure reasonable substitute services or housing and deduct the cost, recover damages based on reduced fair rental value, or, if the failure persists, terminate the rental agreement by written notice. This subsection is subject to the exception below for interruptions not caused by the landlord. For purposes of this section, a condition poses a danger to "health or safety" where it creates a material risk of physical injury, illness, or exposure of an occupant to conditions a reasonable person would regard as hazardous, including the absence of adequate heat in cold weather, the absence of running or hot water, exposure to raw sewage or standing water, fire, electrical, or structural hazards, the accumulation of toxic or hazardous substances, or the loss of a means of egress.

(3) The remedies provided in this subsection shall not apply, and no penalty or liability shall be imposed upon a landlord, if the interruption of an essential service: (i) results from circumstances beyond the landlord's control; and (ii) is not attributable to any act, omission, nonpayment, or neglect of the landlord. Such circumstances may include, but are not limited to, a utility service outage, natural disaster, governmental order, or act of a third party not engaged by the landlord. Upon receiving notice of such interruption, the landlord shall take reasonable steps to restore the essential service or otherwise mitigate the interruption as promptly as practicable and shall reasonably cooperate with the tenant and any applicable utility service provider. A landlord who complies with these requirements shall not be deemed to be in violation of this subsection during any period in which the cause of the interruption remains beyond the landlord's control. A tenant shall not deduct or withhold where the condition was caused by the

deliberate or negligent act or omission of the tenant, a member of the tenant's household, or a person on the premises with the tenant's consent.

~~(g)~~ (h) *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:

(1) Immediately vacate the premises and notify the landlord in writing within 14 days thereafter of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of the fire or casualty; ~~or~~

(2) If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the reduction in the fair rental value of the dwelling unit; or

If the rental agreement is terminated under this subsection (g), the landlord shall return ~~all~~ any security deposit 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~~ the tenant's family, or a person on the premises with ~~his~~ the tenant's consent.

(i) *Tier 1 cure right.* Notwithstanding anything herein to the contrary, following the first violation of this chapter by a Tier 1 landlord, such landlord shall be afforded written notice and a reasonable opportunity to cure before a tenant may exercise any remedy under this chapter; provided, however, that such cure period shall not apply to any willful violation, or any lockout, interruption of essential services, security-deposit theft, or a condition posing an immediate danger to health or safety.

5-12-130 Landlord remedies.

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

(*Omitted text is unaffected by this ordinance*)

~~(j) *Notice or Refusal to Renew Rental Agreement.* Provided that the landlord has not terminated the rental agreement under Section 5-12-130(a), (b), or (d), or that the dwelling unit has not been deemed abandoned under Section 5-12-130(e) hereof, the following notice requirements shall apply:~~

~~(1) For any residential tenancy of less than six months, the landlord shall notify the tenant in writing at least 30 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement or increase the rental rate. 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 written notice is given to the tenant, regardless of the termination date specified in the notice or in an existing rental agreement. During such occupancy, the terms and conditions of the tenancy 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 agreement, the rental amount during such 60-day period shall be at the rate established on the last date that a full rent payment was made.~~

~~(2) For any residential tenancy of six months to three years, the landlord shall notify the tenant in writing at least 60 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement or increase the rental rate. 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 written notice is given to the tenant, regardless of the termination date specified in the notice or in an existing rental agreement. During such occupancy, the terms and conditions of the tenancy 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 agreement, the rental amount during such 60-day period shall be at the rate established on the last date that a full rent payment was made.~~

~~(3) For any residential tenancy greater than three years, the landlord shall notify the tenant in writing at least 120 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement or increase the rental rate. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for up to 120 days after the date on which written notice is given to the tenant, regardless of the termination date specified in the notice or in an existing rental agreement. During such occupancy, the terms and conditions of the tenancy 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 agreement, the rental amount during such 120-day period shall be at the rate established on the last date that a full rent payment was made.~~

~~5-12-135~~ 5-12-131 Jackson Park Expanded Fair Notice Pilot Program.

(Omitted text is not affected by this ordinance)

(b) *Relationship to Residential Landlord Tenant Ordinance.* The requirements in this section supersede the notice requirements in Section ~~5-12-130(j)~~ 5-12-070 within the bounded area listed in subsection (c) of this section during the duration of the pilot listed in subsection (d) of this section.

(Omitted text is not affected by this ordinance)

5-12-135 Non-renewal; notices.

(a) *Preservation of At-Will Non-Renewal.* A landlord retains the right to decline to renew a rental agreement, propose to increase rent upon renewal, or terminate a periodic tenancy at the expiration of its term, subject only to the notice requirements of this section and the prohibitions on retaliatory and discriminatory conduct under applicable law, including Section 5-12-150. Nothing in this chapter shall create a tenant property interest in continued occupancy beyond the term of the rental agreement or require a landlord to demonstrate cause as a condition of non-renewal. A lawful increase in rent is a price signal and shall not be deemed to be a constructive eviction.

(b) *Required Notice.* A landlord intending to terminate a periodic tenancy, decline to renew a rental agreement, or increase rent upon renewal shall provide written notice to the tenant, as follows:

(1) for any tenancy of less than six months, not less than 30 days prior to the end of the current lease;

(2) for any tenancy of six months to three years, not less than 60 days prior to the end of the current lease;

(3) for any tenancy of more than three years, not less than 120 days prior to the end of the current lease; and

(4) for tenancies of any duration, if the proposed renewal includes an increase to the applicable rent, not less than 120 days prior to the end of the current lease.

(c) Upon receipt of an insufficient or defective notice under this section, the tenant may retain possession of the dwelling unit, on the same terms as the existing rental agreement, until the end of the current lease. The notice periods in this section run concurrently with any notice required under Section 5-12-137.

(d) *Anti-Evasion.* A non-renewal or rent increase undertaken to retaliate against a tenant, or to circumvent the landlord's duty to maintain, is prohibited. A rent increase materially larger than increases on comparable units held by the same landlord, imposed following protected tenant activity, creates a rebuttable presumption of prohibited evasion.

5-12-137 No-fault action to recover possession.

(a) *When Notice Is Required.* A landlord who seeks to recover possession of a dwelling unit through a landlord-initiated no-fault action shall provide written notice as set forth in subsection (b). No notice is required under this section for the termination of any lease for the non-payment of rent, a material lease violation, or the non-renewal of any rental agreement under Section 5-12-135. An offer to renew at an increased rent shall not be deemed to be a no-fault action under this section, consistent with Section 5-12-135(b). Where displacement is claimed on the ground of substantial rehabilitation, the landlord must provide, with the notice, a written statement from a licensed contractor stating why the unit cannot be occupied during the rehabilitation and must have obtained all necessary permits on or before the date of that notice; this requirement applies to landlords of every tier so that the ground cannot be used as a pretext.

(b) *Graduated Notice by Length of Tenancy.* A landlord intending to recover possession through a no-fault action shall provide written notice to the tenant, as follows:

(1) for any tenancy of less than six months, not less than 60 days' notice prior to the date set for the tenant to vacate the dwelling unit;

(2) for any tenancy of six months to three years, not less than ninety (90) days' notice prior to the date set for the tenant to vacate the dwelling unit; and

(3) for any tenancy of more than three years, not less than one hundred twenty (120) days' notice prior to the date set for the tenant to vacate the dwelling unit.

(c) Upon receipt of an insufficient or defective notice under this section, the tenant may retain possession of the dwelling unit, on the same terms as the existing rental agreement, until the end of the current lease. The notice periods in this section run concurrently with any notice required under Section 5-12-135.

5-12-140 Prohibited provisions in rental agreements. ~~Rental agreement.~~

(a) *Prohibited Provisions.* Except as otherwise specifically provided by this chapter, no rental agreement may provide that the landlord or tenant:

~~(a)~~ (1) Agrees to waive or forego rights, remedies or obligations provided ~~under this chapter~~ by law;

~~(b)~~ (2) Authorizes any person to confess judgment on a claim arising out of the rental agreement;

~~(c)~~ (3) Agrees to the limitation of any liability of the landlord or tenant arising under law;

~~(d)~~ (4) Agrees to waive any written termination of tenancy notice or manner of service thereof provided under ~~state law or this chapter~~ applicable law;

~~(e)~~ (5) Agrees to waive the right of any party to a trial by jury;

~~(f)~~ (6) Agrees that in the event of a lawsuit arising out of the tenancy the tenant will pay the landlord's ~~attorney's~~ attorney fees except as provided for by ~~court rules, statute, or ordinance~~ law;

~~(g)~~ (7) Agrees that either party may cancel or terminate a rental agreement at a different time or within a shorter time period than the other party, unless such provision is disclosed in a separate written notice;

~~(h)~~ (8) Agrees that a tenant shall pay a charge, fee or penalty in excess of $10~~.00~~ per month for the first $1,000 ~~$500.00~~ in monthly rent plus five percent per month for any amount in excess of $1,000 ~~$500.00~~ in monthly rent for the late payment of rent;

~~(i)~~ (9) Agrees that, if a tenant pays rent before a specified date or within a specified time period in the month, the tenant shall receive a discount or reduction in the rental amount in excess of $10.00 per month for the first $1,000 ~~$500.00~~ in monthly rent plus five percent per month for any amount in excess of $1,000 ~~$500.00~~ in monthly rent; ~~rent.~~

(10) Agrees that any late fee will be converted to, or classified or demanded as, rent for purposes of an eviction action under Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/9-101 *et seq.*; or

(11) Agrees that the tenant shall be responsible for any damages to the unit caused by any action covered under the Illinois Safe Homes Act, codified at 765 ILCS 750/1 *et seq.*

(b) *Remedies.* A provision prohibited by this section included in a rental agreement is 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 agreement prohibited by this section the tenant may recover two months' rent.

5-12-150 Prohibition on retaliatory conduct by landlord.

(a) *Prohibition.* It is declared to be against public policy of the City ~~of Chicago~~ for a landlord to take retaliatory action against a ~~tenant, except for violation of a rental agreement or violation of a~~

~~law or ordinance~~ tenant. A landlord may not knowingly terminate a tenancy, increase rent, decrease services, bring or threaten to bring a lawsuit against a tenant for possession or refuse to renew a lease or tenancy because the tenant has in good faith:

~~(a)~~ (1) Complained of code violations applicable to the premises to a competent governmental agency, elected representative, or public official charged with responsibility for enforcement of a building, housing, health, or similar code; ~~or~~

~~(b)~~ (2) Complained of a building, housing, health, or similar code violation or an illegal landlord practice on a social media platform or to a community organization or the news media; ~~or~~

~~(c)~~ (3) Sought the assistance of a community organization or the news media to remedy a code violation or illegal landlord practice; ~~or~~

~~(d)~~ (4) Requested the landlord to make repairs to the premises as required by a building code, health ordinance, other regulation, or the residential rental agreement; ~~or~~

~~(e)~~ (5) ~~Becomes~~ Organizes a tenant's union or similar organization, distributes leaflets, seeks permission to use building common spaces to organize, or becomes a member of a tenant's union or similar organization; ~~or~~

~~(f)~~ (6) Testified in any court or administrative proceeding concerning the condition of the premises; or

~~(g)~~ (7) Exercised any right or remedy provided by law.

(b) *Remedies and Defenses.* If the landlord acts in violation of this section, the tenant has a defense in any retaliatory action against ~~him~~ the tenant for possession and is entitled to the following remedies: ~~he~~ the tenant 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~~ the tenant, whichever is greater. ~~greater, and reasonable attorneys' fees.~~ If the rental agreement is terminated, the landlord shall return all security ~~and interest recoverable under~~ deposits in accordance with Section 5-12-080 and all prepaid rent.

(c) *Rebuttable Presumption.* 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.

(a) No landlord shall cause a lockout or an interruption of essential services against a tenant without authority of law. Any person who violates this section shall be fined not less than $2,500 nor more than $5,000 per offense, and each day a violation continues shall constitute a separate offense subject to an additional fine of $1,000 per day. A tenant may recover possession and an amount equal to not more than two months' rent or twice the actual damages sustained, whichever is greater. These penalties apply to every rented dwelling unit regardless of tier.

(b) No landlord shall oust, dispossess, or attempt to oust or dispossess any tenant without authority of law, including by changing locks, removing doors or windows, interfering with utility service, removing the tenant's personal property, or rendering the unit uninhabitable. Any person

who violates this section shall be fined not less than $2,500 nor more than $5,000 per offense, and each day a violation continues shall constitute a separate offense subject to an additional fine of $1,000 per day. A tenant may recover possession and an amount equal to not more than two months' rent or twice the actual damages sustained, whichever is greater. These penalties apply to every rented dwelling unit regardless of tier.

~~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 forcible entry and detainer and engages the sheriff of Cook County to forcibly evict a tenant or his 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 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 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.~~

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

(a) *Summary.* 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 the city comptroller has announced the rate of interest on security deposits on the first business day of the year, prepare 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.~~ The Commissioner shall make the summary of this chapter available in other languages as required by the Department's language access plan developed pursuant to Section 2-40-020

of this Code. A copy of such summary shall be attached to each 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, the landlord shall give to the tenant a copy of the summary.

(b) *Required Porch or Deck Safety Notice.* The summary shall include the following language:

(Omitted text is not affected by this ordinance)

(c) *Remedies.* If the landlord acts in violation of this section, the tenant may notify the landlord in writing, and the landlord shall provide the summary no more than 48 hours after receiving such notice. If the landlord fails to provide the summary, 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~~ a landlord establishes that a violation of this section has occurred, ~~he~~ the tenant shall be entitled to recover ~~$100.00~~ $100 in damages.

5-12-175 Residential rental registry.

(a) *Annual registration.* The owner of any dwelling unit offered for rent shall register the dwelling unit with the Department of Buildings and shall renew such registration annually. The owner shall amend the registration within 30 days after any change in the information required under subsection (b) of this section.

(b) *Required information.* A registration required under this section shall include only: (1) the street address of the building in which the dwelling unit is located; (2) the name and business contact information of the owner or the owner's authorized agent; and (3) the name and contact information of the person designated to receive requests for repairs and service of notices from tenants.

(c) *Public* record *of violations.* The Department of Buildings shall maintain on its publicly accessible website a searchable record, organized by registered property, of documented violations involving an illegal lockout, the unlawful withholding or misappropriation of a security deposit, retaliation against a tenant, or a willful failure to maintain a dwelling unit in compliance with applicable habitability requirements. For purposes of this subsection, "documented violation" means a violation established by a final administrative or judicial determination. A registered property associated with repeated documented violations shall be identified on the registry as a repeat-violator property and shall be subject to any escalating penalties otherwise provided by law.

(d) *Registry penalties.* Any person who fails to register a dwelling unit as required by this section, or who knowingly provides false information in a registration, shall be fined $100 per dwelling unit for a first offense, $250 per dwelling unit for a second offense, and $500 per dwelling unit for a third or subsequent offense. Each day that a violation continues shall constitute a separate and distinct offense. Notwithstanding, before a fine may be imposed for a first, non-willful violation by a Tier 1 landlord, the notice and opportunity to cure requirements of Section 5-12-110(i) shall apply.

5-12-180 ~~Attorney's~~ Attorney fees.

Except in cases of forcible entry and detainer actions, 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~~ chapter shall be entitled to all court costs and reasonable ~~attorney's~~ attorney fees; provided, however, that nothing herein shall be deemed or interpreted as precluding the awarding of ~~attorney's~~ attorney fees in forcible entry and detainer actions, and eviction actions under the Illinois Eviction Act, codified at 735 ILCS 5/9-101 *et seq.*, in accordance with applicable law or as expressly provided in this ordinance.

5-12-185 Administration, enforcement, and rulemaking.

(a) The Department of Buildings shall administer and enforce this chapter. The Department of Buildings shall maintain the rental registry, receive and investigate complaints, conduct inspections, issue notices of violation and compliance orders, and refer matters to the Department of Law for prosecution and to other departments as appropriate. Nothing in this section limits a tenant's private right of action under this chapter.

(b) The Commissioner is authorized to promulgate rules and regulations necessary or appropriate for the administration and enforcement of this chapter, including rules governing registration and its annual renewal, the maintenance and publication of the bad-actor record, complaint intake and investigation, and enforcement standards and procedures. Such rules shall have the force of law upon publication.

(Omitted text is not affected by this ordinance)

~~**5-12-200 Severability.**~~

~~If any provision, clause, sentence, paragraph, section, or part of this chapter or application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person and circumstances affected thereby.~~

SECTION 2. Chapter 2-22 of the Municipal Code of Chicago is hereby amended by deleting Section 2-22-045 in its entirety, and by inserting a new Section 2-22-045, as follows:

2-22-045 Housing supply and construction.

(a) *Conversion and Adaptive Reuse.* The City shall establish a streamlined, quasi-by-right approval pathway for the conversion of non-residential structures, including vacant office and commercial buildings, to residential use.

(b) *Small-Scale Owner Investment Incentive.* The City shall provide to Tier 1 owners expedited permitting and fee waivers for the rehabilitation, code-compliance improvement, and return-to-service of existing residential units, subject to applicable safety codes.

(c) *Vacancy Accountability.* No Tier 3 owner shall hold a habitable dwelling unit deliberately vacant for a period exceeding three (3) months for the purpose of manipulating market rents. This subsection applies only to Tier 3 owners.

(d) *Data Reporting.* The Department shall annually report permit volume and net new-unit production, and the exemptions and incentives in this section shall be reviewed and recalibrated based on whether housing supply demonstrably responds.

(e) *RLTO.* In addition to any powers and duties under this Code, the Commissioner shall administer and enforce Chapter 5-12, including the Residential Rental Registry established under Section 5-12-175.

SECTION 3. Findings on Home Rule and State Law. This ordinance is enacted pursuant to the City's home-rule authority and is intended to complement, and not conflict with, the Illinois Eviction Act (735 ILCS 5/9-101 et seq.) and the Landlord and Tenant Act (765 ILCS 705/0.01 et seq.). Where any provision would otherwise conflict with state law, it shall be construed, to the greatest extent possible, to operate consistently with state law.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this ordinance is held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions. The City Council declares that it would have passed each portion irrespective of the invalidity of any other, and each provision shall be enforced to the fullest extent permitted by law standing alone.

SECTION 5. Except as otherwise provided, this ordinance shall take effect on July 1, 2027, after passage and publication. Sections 5-12-135 and 5-12-137 shall not apply to any lease initially signed before the effective date. All interest accrued on any security deposit held as of the effective date shall remain the property of the tenant and shall be returned upon termination or renewal of the tenancy.