

ORDINANCE

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

This ordinance is organized into the following articles:

- Article I. Amendments to the Residential Landlord and Tenant Ordinance
- Article II. Amendments to Chapter 2-44 of the Municipal Code of Chicago
- Article III. Miscellaneous Amendments
- Article IV. Effective Date

ARTICLE I. AMENDMENTS TO THE RESIDENTIAL LANDLORD AND TENANT ORDINANCE

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 in owner-occupied premises containing six units or fewer; provided, however, that ~~Sections 5-12-130(j) and Section 5-12-035, Section 5-12-070, Section 5-12-110(d), 5-12-110(e), Section 5-12-135, Section 5-12-137, Section 5-12-139, 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) Exemptions from Specific Provisions. Section 5-12-070, Section 5-12-135, Section 5-12-137, Section 5-12-139, and Section 5-12-145 shall not apply to dwelling units in properties wholly or jointly owned by the Chicago Housing Authority, that are part

of a federally funded housing subsidy program for which tenants are eligible to receive relocation assistance, qualified tenants eligible for relocation assistance under Section 5-13-090 of this Code, or to qualified tenants in foreclosed rental properties, as those terms are defined in Section 5-14-020 of this Code, which, pursuant to Section 5-14-050 of this Code, either receive a relocation assistance fee or a renewal or extension of the associated rental agreement.

(c) *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.

(d) *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.

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

The term "application fee" means a fee charged by a landlord to a prospective tenant in connection with the submission and evaluation of a rental application.

The term "Department" means the Department of Housing.

(a) ~~"Dwelling"~~ The term "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.

(b) ~~"Landlord"~~ The term "landlord" means the owner, agent, lessor or sublessor, mortgagee in possession, court appointed receiver or master, or the successor in interest of any of them, of a dwelling unit or the building of which it is part.

(c) ~~"Owner"~~ The term "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.

The term "penalty fee" means any fee charged to a tenant for violating a term of a rental agreement, including the late payment of rent.

(d) ~~"Periodic tenancy"~~ The term "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"~~ The term "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"~~ The term "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.

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

The term "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"~~ The term "rent" means any consideration, including any payment, bonus, benefits, or gratuity, demanded or received by a landlord on a recurring basis for or in connection with the use, possession, or occupancy of a dwelling unit. The term "rent" does not include any charge, fee, or penalty assessed, as described in Section 5-12-140(a)(8) of this Code.

(h) ~~"Rental"~~ The term "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.

The term "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.

(j) "Tenant" The term "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.

5-12-035 Tenant Bill of Rights.

(a) Rights. All tenants in the City shall be afforded the following rights and protections to ensure safe, fair, and respectful housing:

(1) Right to Habitable Housing. Tenants have the right to housing that meets basic health and safety standards, in accordance with the requirements of this Code.

(2) Right to Enforce One's Rights. Tenants have the right to take legal action or seek administrative remedies to enforce their rights under applicable law.

(3) Right to Organize and Take Collective Action. Tenants have the right to organize a tenant's union or similar organization, distribute leaflets, use building common spaces to organize, or become a member of a tenant's union or similar organization, in accordance with applicable law.

(4) Right to Make Necessary Repairs. Tenants have the right to make repairs and deduct reasonable costs from rent when a landlord fails to address urgent or legally required repairs, in accordance with Section 5-12-110(d).

(5) Right to Fair Housing. Tenants have the right to housing free from discrimination as set forth in Chapter 5-8 of this Code.

(6) Right to Quiet Enjoyment and Access. Tenants have the right to live in their rental unit without undue interference from the landlord or other tenants, including the right to invite guests to the extent such guests do not interfere with the quiet enjoyment rights of other tenants.

(7) Right to Terminate a Lease. Tenants have the right to terminate a lease early under conditions set forth by law.

(8) Right to Protection from Unlawful Lockouts. Tenants have the right to enjoy their home without being forcibly removed, locked out, or having their utilities shut off, except as provided by law.

(9) Right to Withhold Rent. Tenants have the right to withhold rent under such conditions as provided in Section 5-12-110(e).

(10) Right to Freedom from Retaliation and Harassment. Tenants have the right to enjoy their home without harassment, intimidation, or eviction in retaliation for asserting the tenant's rights. No tenant shall lose housing, suffer discrimination, or face

retaliation because they are a victim of gender-based violence, and housing providers shall take reasonable measures to promote safety, protect confidentiality, and preserve housing stability.

(b) *Penalties.* Any landlord who violates, prevents, attempts to prevent, retaliates, harasses, evicts, or otherwise takes adverse action against a tenant for exercising or attempting to exercise any right under this section shall be subject to all applicable penalties under this Code.

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.

(d) *Penalties.*

(1) Any tenant that violates subsection (a) shall be subject to a fine of not less than \$50 and not more than \$100. Each day a violation persists shall constitute a separate and distinct offense.

(2) Any landlord that violates subsection (b) or (c) of this section shall be subject to a fine of not less than \$250 and not more than \$750. Each violation shall

constitute a separate and distinct offense.

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 5-12-050, the landlord may obtain injunctive relief to compel access or terminate the rental agreement pursuant to Section ~~5-12-130(b)~~ 5-12-135 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)~~ 5-12-110(b). 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.

(c) *Penalties.*

(1) Any tenant that violates subsection (a) of this section shall be subject to a fine of not less than \$50 and not more than \$100. Each day a violation persists shall constitute a separate and distinct offense.

(2) Any landlord that violates subsection (b) of this section shall be subject to a fine of not less than \$250 and not more than \$750. Each violation shall constitute a separate and distinct offense.

5-12-070 ~~Landlord's responsibility to maintain~~ Notice requirements.

~~The landlord shall maintain the premises in compliance with all applicable provisions of the municipal code and shall promptly make any and all repairs necessary to fulfill this obligation.~~

(a) *Recovery of Possession.* A landlord attempting to recover possession of a dwelling unit pursuant to Section 5-12-135 shall follow the following notice requirements:

(1) *Required Content of Notice.* A landlord's notice terminating tenancy or other written demand for possession of a dwelling unit to the tenant must include:

(A) An explicit statement identifying which paragraph of Section 5-12-135 the landlord is invoking and setting forth the grounds with enough specificity to allow the tenant to prepare a defense;

(B) The following statement: "You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have";

(C) If terminating under paragraph (4), (5), (6), (7), or (8) of Section 5-12-135, a statement providing notice that the tenant may be entitled to a relocation assistance fee in the amount set forth in Section 5-12-137; and

(D) If terminating under paragraph (6) of Section 5-12-135, a statement providing notice that the tenant may have a right to return to the unit as set forth in Section 5-12-145.

(2) *Service of Notice.* A landlord shall serve notice in compliance with the Illinois Eviction Act, codified at 735 ILCS 5/9-104. A tenant does not waive the right to proper service of notice by acknowledging awareness of an improperly delivered notice.

(3) *Noncompliance.* The failure to include any of the notice requirements shall be a defense to any eviction action or action for possession of the dwelling unit. A landlord who seeks to recover possession of a dwelling unit, including in an eviction action under Article IX of the Illinois Code of Civil Procedure, codified at 735 ILCS 5/9-101 *et seq.*, bears the burden to prove compliance with this section.

(b) *Raising Rent.* A landlord attempting to raise the rent of a unit shall follow the following notice requirements:

(1) *Notice Required.* If a landlord wishes to renew a rental agreement at an increased rent amount, the landlord must provide the tenant with 120 days' written notice prior to the effective date of the change for any increase. If a tenant notifies the landlord of the tenant's rejection of the rent increase, such notice shall not supersede the 120-day notice period, and the tenant shall remain entitled to occupy the premises until the completion of the notice term or of the lease term, whichever is later.

(2) *Noncompliance.* Where the landlord's notice fails to give the requisite amount of time or is otherwise defective, the tenant's rent shall remain the same as it was for the month immediately preceding delivery or service of the landlord's notice for the duration of the applicable notice period. Provided, however, that if the rent was waived or abated in the preceding month or months, the rental amount shall be at the rate established on the last date that a full rent payment was made.

(c) *Lease Renewal.* If a landlord wishes to renew a rental agreement with substantially similar terms, excluding such cases as described in subsection (b) of this Section, the landlord must provide the tenant with 90 days' written notice prior to the end of the current lease and in a format allowed under subsection (d) of this Section 5-12-070. If a tenant notifies the landlord of the tenant's rejection of the renewal offer, such notice shall not supersede the 90 day notice period, and the tenant shall remain entitled to occupy the premises until the completion of the notice term or of the lease term, whichever is later, provided however that a landlord may elect to terminate the tenancy pursuant to the provisions of Section 5-12-135(3) of this Code.

(d) Service of All Other Notices. All notices or disclosures a landlord is required to provide under this chapter, other than a notice terminating tenancy which shall be served in accordance with subsection (a) of this section, shall be in writing and delivered in a manner reasonably calculated to reach the tenant based on previous contacts, including through e-mail, text message, hand delivery, or by mail.

(e) Notices in Languages Other Than English. The Commissioner is authorized to promulgate rules regarding requirements for the provision of notices in languages other than English.

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) 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.~~
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.

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

~~(g) Penalties. In addition to any remedies sought by the tenant, violations of this section shall be subject to the following fines:~~

~~(1) For a violation of subsection (a), a fine of not less than \$50 and not more than \$150. Each day that a violation occurs shall constitute a separate and distinct offense.~~

~~(2) For a violation of subsection (b), a fine of not less than \$50 and not more than \$150.~~

~~(3) For a violation of subsection (d), a fine of not less than \$250 and not more than \$750.~~

~~(h) 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 Interest rate on security deposits~~ Fees in addition to rent.

~~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.~~

(a) *General Prohibition.* In addition to rent, a tenant or prospective tenant may be required to pay only: (1) a security deposit held in accordance with Section 5-12-080; (2) the prepayment of up to one month's rent; and (3) the fees expressly allowed under subsection (b) of this section. A landlord may not demand, charge, or require any other fee, whether recurring or nonrecurring.

(b) *Allowable Fees.* A tenant, or prospective tenant, may be required to pay only the following fees:

(1) An application fee, subject to the provisions of the Landlord and Tenant Act, codified at 765 ILCS 705/0.01 *et seq.*, and limited to the lesser of reasonable and actual costs incurred in processing that application, including but not limited to credit checks, background checks, and administrative costs, or \$20. A tenant shall not be required to pay an application fee if the tenant submits a reusable tenant screening report that meets the criteria set forth in Section 30 of the Landlord and Tenant Act, codified at 765 ILCS 705/30.

(2) Either a one-time pet fee or recurring monthly pet-related fee, but not both. The amount charged must reflect reasonable costs associated with the presence of a pet, including but not limited to wear beyond normal use. If a landlord charges a pet a fee and a security deposit, the landlord may not deduct from the security deposit any charges for routine maintenance associated with a pet.

(3) A fee for non-mandatory, non-recurring costs incurred by the landlord on behalf of a specific tenant, including but not limited to fees associated with duplicating a key or fees associated with insufficient funds. Such a fee may not exceed the actual cost for the service.

(4) A fee for optional services, recurring or non-recurring, provided at the tenant's written request. The fee must equal the reasonable cost of providing the service. If the service is provided by a third party, the fee may not exceed the amount charged by that third party.

(5) A fee directly related to utility costs actually incurred on behalf of a tenant, including but not limited to gas, water, electricity, and internet service. The fee for each utility may not exceed the actual cost for that utility as billed by the utility provider or internet service provider, or, in a master-metered building, the portion of a building's utility costs allocated to a tenant under a formula in accordance with Section 5 of the Tenant Utility Payment Disclosure Act, codified at 765 ILCS 740/5. The fee, or, in the case of a master-metered billing, the sum of all fees assessed on the building's tenants for that billing period, may not include any markup, administrative charge, or surcharge above the billed amount. This provision applies only to charges billed directly by a utility provider or internet service provider. A tenant may not be charged costs from third-party vendors,

aggregators, or resellers under this provision.

(c) *Additional Requirements for Utility Charges in Master-Metered Buildings.* In addition to the applicable provisions of subsection (b)(5), utility charges in master-metered buildings are also subject to the following provisions:

(1) No landlord shall request or cause to be effected a change (i) from landlord-paid master metered utilities to tenant-paid individually metered utilities, (ii) from fixed-rate utility charges to variable-rate utility charges, or (iii) from landlord-paid to tenant-paid utilities, regardless of the metering arrangement, during the term of a lease. The landlord shall provide a minimum of 30 days' notice to each affected tenant before effecting such a change in service; for tenants under a lease, the notice shall be provided to the tenants no less than 30 days before the expiration of the lease term.

(2) No landlord may demand payment for master metered public utility services pursuant to a lease provision providing for tenant payment of a proportionate share of public utility service without the landlord first providing the tenant with a copy in writing either as part of the lease or another written agreement of the formula used by the landlord for allocating the public utility payments among the tenants. The formula provided shall be in sufficient detail to enable a tenant to reasonably calculate their share of a utility charge in each billing period.

(3) A landlord shall make available to the tenant upon request a copy of the public utility bill for any billing period for which payment is demanded.

(d) *Requirement for Receipt and Itemized Description of Fees.* Before requiring payment of any fee permitted under this section, the landlord must provide the tenant, or prospective tenant, in writing, with an itemized written description of the fee, the specific cost it reflects, and the documentation supporting that cost.

(e) *Limitations.* Costs associated with routine maintenance and upkeep of the rental property may not be included in any fee charged by the landlord.

(f) *Exclusion.* Penalty fees that are explicitly described in a rental agreement are not subject to the provisions of this section. Provided, however, a penalty fee for the late payment of rent remains subject to the provisions of Section 5-12-140(a)(8).

(g) *Penalties.* In addition to any other penalty provided by law, any person who violates any provision of this section, excluding subsection (c), shall be fined an amount equal to one and a half times the amount of the fee charged in violation of this section, for each offense. In addition to any other penalty provided by law, any person who violates a provision of subsection (c) shall be fined an amount not less than \$50 and not more than \$150. Nothing in this subsection shall limit the right of a tenant to seek injunctive relief or recover damages by claim or defense for violations of this section, nor shall it preclude the tenant from obtaining other relief to which they may be entitled under this chapter.

~~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 Identification of owner and agents Landlord disclosures.

(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. Any landlord that violates this section shall also be subject to a fine of not less than \$50 and not more than \$150.

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. Any landlord that violates this section shall also be subject to a fine of not less than \$50 and not more than \$150.

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. The landlord shall also be subject to a fine of not less than \$250 and not more than \$750.

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. Any person who violates this section shall be subject to a fine of not less than \$50 and not more than \$150.

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) *Repair and Deduct for 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~~ one month's 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~~ expense. 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.

(Omitted text is not affected by this ordinance)

~~(d)~~ (e) *Failure to Maintain.* If there is material noncompliance by the landlord, ~~with the rental agreement or with Section 5-12-070~~, and the reasonable cost of compliance exceeds the greater of \$1,500 or one half of the monthly rent, 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 landlord may not apply penalties, late fees, or otherwise attempt to recover any rent withheld because of failure to maintain under this subsection (e). 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.

~~(e)~~ (f) *Damages and Injunctive Relief.* If there is material noncompliance by the landlord, ~~with the rental agreement or with Section 5-12-070,~~ the tenant may obtain injunctive relief, ~~and/or~~ 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) *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, or internet service if the rental agreement requires the landlord to provide such service, 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, or internet 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) (g), ~~he~~ the tenant may not proceed under subsections ~~(e) (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.

~~(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~~ habitable square footage of the dwelling unit; or

(3) If the tenant desires to continue the tenancy, and if the landlord has promised or begun work to repair the damage or destruction but fails to carry out the work to restore the dwelling unit or common area diligently and within a reasonable time, notify the landlord in writing within 14 days after the tenant becomes aware that the work is not being carried out diligently or within a reasonable time 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.

If the rental agreement is terminated under this subsection ~~(g)~~ (h), 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) Penalties. In addition to any remedies available to the tenant, a landlord shall be subject to the following fines:

(1) For failing to deliver possession of a dwelling unit, as described in subsection (c), a fine of not less than \$250 and not more than \$750, plus \$150 for each day the failure continues.

(2) For failing to maintain the premises in compliance with this Code, or

to make repairs necessary to keep the dwelling unit fit and habitable, as described in subsections (d) and (e), a fine of not less than \$50 and not more than \$150, plus \$25 for each day the failure continues.

(3) For failing to supply heat, running water, hot water, electricity, gas, plumbing, or, when required by the rental agreement, internet service, as described in subsection (g), a fine of not less than \$250 and not more than \$750, plus \$150 for each day the offense continues.

(Omitted text is not affected by this ordinance)

5-12-130 Landlord remedies.

(a) Remedies. Every landlord shall have the remedies specified in this section for the following circumstances:

~~(a) *Failure to Pay Rent.* If all or any portion of rent is unpaid when due and the tenant fails to pay the unpaid rent within five days after written notice by the landlord of the landlord's intention to terminate the rental agreement if rent is not so paid, the landlord may terminate the rental agreement. Provided, however, that at any time prior to the issuance of any order of possession or an eviction order made pursuant to Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/9-101, et seq., the tenant has a one-time right to cure the non-payment of rent by paying the landlord unpaid rent, duly owed from the date of the notice of termination to the date of payment, together with all filing fees and costs paid by the landlord and all fees and costs expended by the landlord for service of process, but not including attorney's fees. If the tenant so cures, then the case shall be dismissed upon motion by either the landlord or the tenant. If a landlord does not provide a total amount due, the tenant shall be obligated to provide only the amount of rent due from the notice to the date of judgment. Nothing in this subsection shall affect a landlord's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations. A landlord may also maintain an action for rent and/or damages without terminating the rental agreement.~~

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

~~(c) (1) *Failure to Maintain.* If there is material noncompliance by the tenant with Section 5-12-040 (other than subsection (g) item (7) thereof), and the tenant fails to~~

comply as promptly as conditions permit in case of emergency or in cases other than emergencies within 14 days of receipt of written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and have the necessary work done in the manner required by law. The landlord shall be entitled to reimbursement from the tenant of the costs of repairs under this section.

~~(d)~~ (2) Disturbance of Others. If the tenant violates item (7) of Section 5-12-040(g) within 60 days after receipt of a written notice as provided in subsection (b) paragraph (2) of Section 5-12-135, the landlord may obtain injunctive relief against the conduct constituting the ~~violation~~, violation or may terminate the rental agreement on ten days' written notice to the tenant specifying the acts constituting the violation. If the tenant remedies the specified violation within ten days after receipt of the notice, the notice shall be void and the landlord may not terminate the rental agreement or recover possession of the dwelling unit based on the acts specified in the notice.

~~(e)~~ (3) Abandonment. Abandonment of the dwelling unit shall be deemed to have occurred when:

(Omitted text is not affected by this ordinance)

~~(f)~~ (4) Disposition of Abandoned Property. If the tenant abandons the dwelling unit as described in ~~subsection (e) hereof~~ this section, or fails to remove his the tenant's personal property from the premises after termination of a rental agreement, the landlord shall leave the property in the dwelling unit or remove and store all abandoned property from the dwelling unit and may dispose of the property after seven days. Notwithstanding the foregoing, if the landlord reasonably believes such abandoned property to be valueless or of such little value that the cost of storage would exceed the amount that would be realized from sale, or if such property is subject to spoilage, the landlord may immediately dispose of such property.

~~(g)~~ (5) Waiver of Landlord's Right to Terminate. ~~Provided that the tenant is not in the process of exercising the one-time right to cure non-payment of rent under Section 5-12-130(a) and if~~ If the landlord otherwise accepts the rent due, including holding rent, after alleging that the tenant has materially violated the rental agreement, including by non-payment of rent, knowing that there is a default in payment of rent by the tenant, the landlord thereby waives the right to terminate the rental agreement for that breach.

~~(h)~~ (6) Remedy After Termination. If the rental agreement is terminated, the landlord shall have a claim for possession ~~and/or~~ or for rent.

~~(i)~~ (7) Notice or Renewal of Rental Agreement. No tenant shall be required to renew a rental agreement more than 90 days prior to the termination date of the rental agreement. If the landlord violates this subsection, the tenant shall recover one month's rent or actual damages, whichever is greater.

~~(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. Nothing in this Section 5-12-130(j) shall be construed to limit, impair, or otherwise affect a landlord's termination of the agreement under Section 5-12-130(a), (b), or (d).~~

~~(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 provides insufficient or defective notice or otherwise fails to give the required written notice, the tenant may remain in the dwelling unit and may retain possession of 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 provides insufficient or defective notice or otherwise fails to give the required written notice, the tenant may remain in the dwelling unit and may retain possession of 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 provides insufficient or defective notice or otherwise fails to give the required written notice, the tenant may remain in the dwelling unit and may retain possession of 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.~~

~~(4) A landlord that seeks to recover possession of a dwelling unit shall wait the specified period a tenant is allowed to remain in the dwelling unit provided in this Section 5-12-130 before filing any eviction action. If the landlord files an eviction action before the specified period provided in Section 5-12-130 has elapsed, then the tenant may raise the insufficient or defective notice, or the failure to give notice, as a defense to the action, which prohibits the landlord from recovering possession of the dwelling unit until the specified period has elapsed.~~

~~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 Just cause required.

No landlord shall terminate or not renew a rental agreement, or attempt to recover possession, or initiate or prosecute an eviction or other action seeking possession of a dwelling unit, unless the landlord establishes one or more of the following grounds:

(1) *Nonpayment of Rent.* If all or any portion of rent is unpaid when due and the tenant fails to pay the unpaid rent within five days of receipt of written notice from the landlord of the landlord's intention to terminate the rental agreement if rent is not paid, the landlord may terminate the rental agreement pursuant to Article IX of the Illinois Code of Civil Procedure, codified at 735 ILCS 5/9-101 et seq. Provided, however, that at any time prior to the issuance of any order of possession or an eviction order made pursuant to Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/9-101 et seq., the tenant has a one-time right to cure the nonpayment of rent referenced in the written notice by paying the landlord unpaid rent, duly owed from the date of the notice of termination to the date of payment, together with all filing fees and costs paid by the landlord and all fees and costs expended by the landlord for service of process, but not including attorney fees. If the tenant so cures, then the case shall be dismissed upon motion by either the landlord or the tenant. If a landlord does not provide a total amount due, the tenant shall be obligated to provide only the amount of rent due from the notice to the date of judgment. A landlord may also maintain an action for rent and/or damages without terminating the rental agreement. Nothing in this paragraph shall be construed to impair a landlord's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations.

(2) *Material Noncompliance.* If the landlord alleges that the tenant has committed acts in material noncompliance with the rental agreement or the tenant's obligations under this chapter, the landlord may deliver written notice to the tenant stating the acts and omissions constituting the alleged material noncompliance and that the tenant has the right to remedy the alleged material noncompliance by a date certain but not less than ten days from the date that the landlord served the notice upon the tenant. If the breach is not remedied by the specified date, the landlord may terminate the rental agreement as provided in the notice. If the landlord accepts rent or does not file an eviction action within 30 days after serving the written notice or the end of the next rental payment period, whichever is longer, then the landlord's written notice is deemed withdrawn and the rental agreement shall remain in full force and effect. For purposes of this paragraph, material noncompliance means:

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

(B) A deliberate or reckless violation of Section 5-12-040;

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

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

(3) *Refusal to Renew Rental Agreement.* In all tenancies or rental agreements for a term of one year or more, if the tenant refuses to renew or extend the rental agreement within 45 days after receipt of the landlord's request that the tenant do so in compliance with Section 5-12-070, the landlord may terminate the tenancy provided the offered renewed or extended rental agreement was in writing and substantially similar in material terms to the existing tenancy or rental agreement. Where the landlord elects to terminate, the landlord shall provide the tenant with written notice that the landlord may recover possession of the dwelling unit if the tenant does not vacate by the expiration of the required notice period or the expiration of the rental agreement, whichever is later. Additionally, if a landlord offers an extension or renewal that increases rent with the intention of encouraging the tenant to refuse to renew the rental agreement, the tenant may accept the increase or, in addition to any other remedies, reject the increase and notify the landlord that they will vacate the premises on or before the expiration of the notice provided, and the landlord shall provide the tenant with a relocation assistance fee in the amount set forth in Section 5-12-137(a)(2) within 14 days after receiving the tenant's rejection. Evidence that may be used to demonstrate a landlord's intention includes, but

is not limited to, proof that the landlord seeks to increase the rent significantly more in one unit than in other, similar units that the landlord owns or manages.

(4) *Occupancy by Owner or Qualified Relative.* Upon 120 days' written notice, the landlord, in good faith and without retaliation, may terminate a periodic tenancy or seek to recover possession of the dwelling unit at the end of the lease term so that the owner of the property or a qualified relative may occupy the dwelling unit as that individual's principal residence for a period of no fewer than 12 continuous months. The owner or qualified relative must move into the unit within three months from the tenant leaving the unit. If a substantially equivalent replacement unit is vacant and available, that unit may be made available to the tenant at a substantially similar rental rate to the tenant's current rental agreement or at a rental rate agreeable to the tenant. If the tenant accepts such replacement unit, the tenant shall not be entitled to rental assistance. The tenant may reject the landlord's offer of a replacement unit without prejudicing the tenant's right to relocation assistance under this chapter. If the landlord recovers possession under this paragraph, and continuous occupancy by the owner or qualified relative is for fewer than 12 months or the owner or qualified relative fails to occupy the unit within three months of the tenant leaving the unit, a rebuttable presumption arises that the landlord has violated this section. The landlord may rebut this presumption by demonstrating that the intent to occupy for at least 12 continuous months was in good faith but could not be achieved due to circumstances beyond the landlord's control. A landlord shall provide reasonable accommodation to the length of time allotted for tenant relocation prior to the landlord's possession of a dwelling unit under this paragraph if the tenant has a disability as defined in Section 6-10-020 of this Code and the tenant's treating medical professional supports by letter that the tenant would not be able to move in four months for a disability-related reason.

(5) *Condominium Conversion.* The landlord, in good faith and without retaliation, may terminate a periodic tenancy or seek to recover the unit to sell it in accordance with a condominium conversion approved under Chapter 13-72 of this Code. If a substantially equivalent replacement unit is vacant and available, that unit may be made available to the tenant at a substantially similar rental rate to the tenant's current rental agreement or at a rental rate agreeable to the tenant. The tenant may reject the landlord's offer of a replacement unit without prejudicing the tenant's right to relocation assistance under this chapter.

(6) *Significant Repair Needed.* The landlord may seek to terminate a periodic tenancy or recover possession of the dwelling unit:

(A) In order to comply with a court or government agency's order to vacate, order to comply, order to abate, or any other order that necessitates the vacating of the dwelling unit because of a violation of this Code or any other provision of law. This paragraph includes circumstances in which Chicago Housing Authority determines that a property fails Housing Quality Standards, as defined in 24 CFR 982.401, terminates its Housing Assistance Payment contract with the landlord, and requires a Housing Choice Voucher participant to make a mandatory move to remain in the Housing Choice Voucher

program. The landlord shall promptly provide the tenant with a notice to vacate within the time mandated by the court or government agency, and include a copy of the order; or

(B) In order to substantially rehabilitate or make necessary repairs to the dwelling unit, which would, according to a licensed contractor, render the unit uninhabitable for the duration of the rehabilitation or repair. The landlord must provide written 120 days' notice to the tenant, together with a written statement from the licensed contractor stating the reason why the unit cannot be inhabited for the duration of the rehabilitation or repair. If a substantially equivalent replacement unit is vacant and available, that unit may be made available to the tenant at a substantially similar rental rate as the tenant's current rental agreement or a rental rate agreeable to the tenant. The tenant may reject the landlord's offer of a replacement unit without prejudicing the tenant's right to the relocation assistance fee under this chapter.

(7) *Removal or Demolition.* If the landlord seeks, in good faith, to terminate a periodic tenancy or recover possession to demolish or remove the dwelling unit from residential use for a period of at least 120 days, the landlord shall provide the tenant with written 120 days' notice to terminate rental agreement.

(8) *Other Reason.* The landlord may seek to terminate a periodic tenancy or recover possession of the dwelling unit for any other reason not otherwise listed in this section, except for reasons prohibited under federal, State, or local law. If the landlord seeks to recover possession for any other reason, the landlord shall provide the tenant with written 120 days' notice to terminate the rental agreement and pay relocation assistance as listed in Section 5-12-137.

5-12-137 Tenant relocation assistance.

(a) *Amount of Payment.*

(1) *General.* For tenants whose tenancy is terminated based on the grounds set forth in paragraph (4), (5), (6), or (7) of Section 5-12-135, the landlord shall pay to the tenant a one-time, per unit relocation assistance fee in an amount equal to five months' rent or \$5,000, whichever is greater.

(2) *Other Reasons.* For tenants whose tenancy is terminated based on the grounds set forth in paragraph (8) of Section 5-12-135 or for tenants who reject a rent increase pursuant to paragraph (3) of Section 5-12-135, the landlord shall pay to the tenant a one-time, per unit relocation assistance fee in an amount equal to ten months' rent or \$10,000, whichever is greater.

(3) *Not-for-Profit Corporations.* Notwithstanding subsections (a)(1) and (a)(2) of this section, where the dwelling unit is owned by a not-for-profit corporation and subject to an affordability restriction, for tenants whose tenancy is terminated based on the grounds set forth in paragraph (4), (5), (6), (7), or (8) of Section 5-12-135, or for tenants who reject a rent increase pursuant to paragraph (3) of Section 5-12-135, the

landlord shall provide relocation assistance to a tenant as required by federal, State, or local law or regulation, or contract that applies to or governs the tenancy or dwelling unit. If no federal, State, or local law or regulation, or contract requires the not-for-profit corporation to provide relocation assistance, the not-for-profit organization shall pay to the tenant a one-time, per unit relocation assistance fee in an amount equal to three months' rent or \$3,000, whichever is greater.

(4) *Owner-Occupied Premises Containing Six Units or Fewer.* Notwithstanding subsections (a)(1) and (a)(2) of this section, where the dwelling unit is in an owner-occupied premises containing six units or fewer, for tenants whose tenancy is terminated based on the grounds set forth in paragraph (4), (5), (6), (7) or (8) of Section 5-12-135, or for tenants who reject a rent increase pursuant to paragraph (3) of Section 5-12-135, the landlord shall pay to the tenant a one-time, per unit relocation assistance fee in an amount equal to three months' rent or \$3,000, whichever is greater.

(b) *Payment Deadline.* The landlord shall pay the relocation assistance fee within 14 days prior to the date set for termination of the tenancy or 14 days prior to the date set for the time to move from the unit in an applicable court or agency order, whichever is sooner.

(c) *Method of Payment.* Upon written agreement between the tenant and landlord, the landlord may elect to provide some or all of the relocation assistance required under Section 5-12-137(a) in the form of reduced rent for the outstanding duration of the lease; provided, however, that the combined amount of the reduced rent and the relocation assistance payment must equal the applicable relocation assistance fee amount described in Section 5-12-137(a).

5-12-138 Rulemaking.

The Commissioner shall have the authority to promulgate rules necessary for the administration of this Chapter 5-12.

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

(a) *Affirmative Defense.* Any landlord action in violation of Section 5-12-070, Section 5-12-135, or Section 5-12-137 shall be an affirmative defense for a tenant in an eviction action or any action brought by the landlord or owner against the tenant to recover possession of the dwelling unit.

(b) *Damages.*

(1) If a tenant in a civil legal proceeding by or against an owner or landlord establishes that a violation of Section 5-12-070 or Section 5-12-135 has occurred, the tenant shall be entitled to recover up to two months' rent in damages, in addition to any other remedies to which the tenant may also be entitled.

(2) If a tenant in a civil legal proceeding by or against an owner or landlord establishes that a violation of Section 5-12-137 has occurred, the tenant shall be entitled to the relocation assistance fee prescribed in subsection (a) of Section 5-12-137 and any other remedies to which the tenant may also be entitled.

(c) *Cumulative Rights, Obligations, and Remedies.* The rights, obligations, and remedies set forth in this section shall be cumulative and in addition to any others available at law or in equity.

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

(a) *Prohibited Provisions.* Except as otherwise specifically provided by this chapter, ~~no rental agreement may provide that the landlord or tenant~~ a landlord shall not include in any rental agreement and shall not enforce any provision, whether written, oral, or implied, where a 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 to pay a charge, fee, or penalty, in excess of ~~\$10.00~~ \$10 per month for the first ~~\$500.00~~ \$1,000 in monthly rent plus five percent per month for any amount in excess of ~~\$500.00~~ \$1,000 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~~ \$10 per month for the first ~~\$500.00~~ \$1,000 in monthly rent plus five percent per month for any amount in excess of ~~\$500.00~~ \$1,000 in monthly rent. rent;

~~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.~~

(10) Agrees to or authorizes that any fee, fine, charge, or assessment shall be or may be converted to, incorporated into, or considered as rent when unpaid or past due by a tenant;

(11) Agrees that a landlord may apply rent payments to a charge other than rent, including but not limited to utilities, fines, late fees, or other charges;

(12) Agrees that the landlord may charge the tenant for placing a service call for maintenance or for the landlord undertaking the landlord's responsibility to maintain, as provided in Section 5-12-110. However, a landlord may charge the tenant if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or a person on the premises with the tenant's consent;

(13) 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.; or

(14) Agrees to a non-disparagement clause that limits any written or oral statements, remarks, or other communications, public or private, directly or indirectly, made by tenants regarding the landlord, property, management, staff, officers, directors, representatives, investors, shareholders, administrators, affiliates, employees, affiliated corporations, divisions, or subsidiaries.

(b) Remedies. A landlord shall not enforce a provision prohibited by this section. If a landlord enforces or attempts to enforce a prohibited provision, the tenant shall recover actual damages or two months' rent, whichever is greater.

(c) Unconscionable Provisions. If the court finds the rental agreement, or a settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement to have been unconscionable when made, the court shall not enforce the unconscionable provisions and shall grant relief provided in this section.

(d) Penalties. Any landlord that violates this section shall be subject to a fine of not less than \$50 and not more than \$150. Each of the prohibited provisions listed in subsection (a) shall constitute a separate and distinct offense.

5-12-145 Right to return.

(a) *Right.* A tenant who has experienced displacement from the tenant's dwelling unit due to code compliance activities shall have the option of moving back into that dwelling unit or an equivalent dwelling unit in the same building, if and when the dwelling unit is ready for occupancy. If a tenant wishes to avail themselves of this option, the tenant must inform the property owner in writing of the tenant's address or other contact information during the period of displacement.

(b) *Circumstances Constituting Displacement.* A tenant shall be deemed to be displaced from the tenant's dwelling unit due to code compliance activities when the tenant:

(1) Receives a notice to vacate from the landlord who, after having obtained all necessary permits from the City on or before the date upon which the notice to vacate is given, seeks in good faith to undertake substantial repairs that cannot be completed while the unit is occupied, and that are necessary either to bring the property into compliance with applicable law, or under an outstanding notice of code violation;

(2) Vacates the dwelling unit after receiving a properly issued notice to vacate, notice to abate, or declaration of substandard property and, if applicable, after the abatement period has expired without correction of the noncomplying condition; or

(3) Vacates the dwelling unit because the landlord seeks to cause the dwelling unit to be vacated due to the existence of conditions for which the City or a court could issue a notice to vacate, notice to abate, or declaration of substandard property.

(c) *Circumstances Not Constituting Displacement.* A tenant shall not be deemed to be displaced due to code compliance activities when:

(1) The landlord can demonstrate by clear and convincing evidence that vacation of the unit or room was due primarily to a cause other than: (A) the noncomplying condition; (B) the City's or court's determination that the dwelling unit or building was noncomplying; or (C) the need to make repairs to rectify the noncomplying condition;

(2) The landlord can demonstrate by clear and convincing evidence that the noncomplying condition was created by the tenant or the tenant's guests, and was not created by the landlord, or the Department determines that the tenant occupied the dwelling unit for the purpose of receiving relocation assistance;

(3) The landlord can demonstrate by clear and convincing evidence that the tenant unreasonably prevented the landlord from undertaking maintenance or repairs that would have prevented or rectified the noncomplying condition;

(4) All noncomplying conditions are corrected prior to the time the tenant has taken definitive steps to move;

(5) The notice to vacate, notice to abate, or declaration of substandard property is rescinded or withdrawn or overturned on appeal, prior to the time the tenant has taken definitive steps to move;

(6) The tenant is required to vacate the dwelling unit solely due to damage resulting from conditions outside of the landlord's control if the vacation is required within six months of the event creating the condition and the landlord can demonstrate that such damage was not caused by the acts or negligence of the landlord or by a preexisting condition of the dwelling unit or building in violation of applicable law; or

(7) The landlord offers in writing to move the tenant immediately, at the landlord's expense, into a replacement dwelling unit in the same building or a different building under the landlord's control and all of the following are true:

(A) The replacement dwelling unit is substantially comparable in size, condition and amenities;

(B) The replacement dwelling unit complies with all applicable law;

(C) The replacement rent is no greater than the rent charge for the former dwelling unit; and

(D) The offer was made prior to the time the tenant had taken definitive steps to move.

(d) *Notice Requirements.* A landlord shall notify a displaced tenant at least 30 days in advance, in writing and in a manner reasonably calculated to reach the tenant based on previous communications or lease terms, of the availability of the dwelling unit. If a shorter notice is given and the tenant indicates that the tenant wishes to return, the dwelling unit must be held vacant at no cost to the tenant for a period no less than 35 days after the delivery of the notice of availability. The notice shall provide that within seven days of receipt of notice of availability of the unit or room, a tenant wishing to move back must notify the landlord in writing of this election.

(e) *Rent.* For tenants exercising this option, the rent upon return to the unit shall be the same as the rent in effect at the time the tenant was required to vacate and shall be subject to a rental agreement containing materially the same terms and conditions. The landlord shall not charge any fees other than due rent or require that an additional security deposit be paid by the returning tenant.

(f) *Relationship to Relocation Assistance.* If a tenant is considered displaced as per subsection (b) of this Section 5-12-145, the landlord remains obligated to pay the relocation assistance fee required by Section 5-12-137. A tenant's exercise of

the right to return under this section does not require the tenant to repay any previously paid relocation assistance fee. A landlord shall not condition the offer of return occupancy on the repayment of relocation assistance, and any such condition is void and unenforceable. Any tenant housed in a replacement dwelling unit pursuant to subsection (c)(7) of this section shall not be entitled to relocation assistance.

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

~~(d) (4)~~ (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)~~ (6) Testified in any court or administrative proceeding concerning the condition of the premises; or

~~(g) (7)~~ (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, ~~and reasonable attorneys' fees greater.~~ 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. 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.

(c) Any landlord that violates this section shall be subject to a fine of not less than \$500 and not more than \$2,000.

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

(a) Prohibition. It is unlawful for any landlord or any person acting at ~~his~~ the landlord's 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:

- ~~or by~~ (1) plugging, changing, adding, ~~or~~ removing any lock or latching device;
- (2) blocking any entrance into said unit; ~~or by~~
- (3) removing any door or window from said unit; ~~or by~~
- (4) interfering with the services to said ~~unit~~; unit, including but not limited to electricity, gas, hot or cold water, plumbing, heat, internet, or telephone service; ~~or by~~
- (5) removing a tenant's personal property from said unit; ~~or by~~
- (6) the removal or ~~incapacitating~~ incapacitation of appliances or fixtures, except for the purpose of making necessary repairs; ~~or by~~
- (7) the use or threat of force, violence, ~~or~~ injury to a tenant's person or property; ~~or by~~
- (8) any act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable. ~~The foregoing~~

(b) Exceptions. The prohibitions set forth in this section shall not apply where:

- ~~(a)~~ (1) A landlord acts in compliance with the laws of Illinois pertaining to ~~forcible entry and detainer~~ an eviction action and engages the sheriff of Cook County to forcibly evict a tenant or ~~his~~ the tenant's personal property; ~~or~~
- ~~(b)~~ (2) A landlord acts in compliance with the laws of Illinois pertaining to distress for rent; ~~or~~
- ~~(c)~~ (3) A landlord interferes temporarily with possession only as necessary

to make needed repairs or inspection and only as provided by law; or

~~(d) (4)~~ The tenant has abandoned the dwelling unit, as defined provided in Section ~~5-12-130(e)~~ 5-12-130.

(c) Penalties and Enforcement. Whenever a complaint of violation of this provision is received by the Chicago ~~Police Department of Police~~, the ~~department~~ Department of Police shall investigate and determine whether a violation has occurred. Any person found guilty of violating this section shall be fined ~~not less than \$200.00 nor more than \$500.00~~ \$2,500, and each day that such violation shall occur or continue shall constitute a separate and distinct offense for which ~~a an additional fine as herein provided of \$1,000 per day~~ shall be imposed. If a tenant in a civil legal proceeding against ~~his~~ the tenant's landlord establishes that a violation of this section has occurred, ~~he~~ the tenant shall be entitled to recover possession of ~~his~~ the tenant's 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~~ the tenant, 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. The landlord shall also be subject to a fine of not less than \$50 and not more than \$150.

5-12-175 Residential rental registry.

(a) *Registration Required.* No landlord shall allow a dwelling unit to be occupied by a tenant, rent a dwelling unit to a tenant for occupancy, or charge or accept or retain rent for any dwelling unit, unless the owner has duly registered the dwelling unit with the Department. All owners of one or more dwelling units that are being rented or offered for rent within the City shall register each dwelling unit with the Department on an annual basis. For condominiums and cooperatives, the property required to be registered shall be the individual dwelling unit being rented or offered for rent, and not the entire building or development. For dwelling units already being rented or offered for rent as of the effective date of this section, initial registration shall be completed no later than January 15, 2027. Thereafter, all owners shall renew their registration annually no later than January 15th of each year.

(b) *Registration Form.*

(1) The Department shall prepare and make available via a public website a registration form for owners to complete. Certain types of information collected through the registration form shall be designated as either publicly accessible or restricted as set forth by rule. Publicly accessible information shall be made available to the public in searchable form. Restricted information shall be maintained by the Department and shall not be disclosed to the public except as set forth by rule or as required by law. The registration form shall collect information including, but not limited to:

(A) The street address and property index number of the building within which any dwelling unit being rented or offered for rent is located;

(B) The number of dwelling units in the building, the number of floors in the building, the floor number and unit number or letter designation for each dwelling unit that is or may be available for rent at any time, the number of bedrooms in each dwelling unit, whether each dwelling unit is currently occupied or vacant, and the monthly rent charged to each dwelling unit;

(C) The name, business address, email address, website address, and telephone number of the property manager, if different from the owner;

(D) The name, business address, email address, and telephone number of the person or entity the tenant is to contact when requesting repairs to be made

to their dwelling unit, and the contact person's business relationship to the owner;

(E) The ownership structure of the property and relevant contact information, as follows:

(i) If the owner is an individual or natural person, the owner shall provide: the legal name of each owner of record; a primary mailing address; email address; telephone number; and, if different from the mailing address, an Illinois business address for service of process and receipt of City notice;

(ii) If the owner is a corporation, partnership, limited partnership, limited liability company, or other entity, the owner shall provide: the name, title, business address, email address, website address, and telephone number of an authorized agent with full authority to act on behalf of the entity with respect to the registered property; the name, title, business address, email address, website address, and telephone number of any partner, member, or officer holding a 20 percent or greater interest in the entity, or, if no one person holds 20 percent or greater interest in the entity, the foregoing information for each of the five persons holding the most interest in the entity shall be disclosed; the date on which it acquired ownership of the property; the name, address, and contact information of any parent company or controlling entity; and the names of any subsidiaries or commonly controlled entities with an ownership interest in the property;

(iii) If the property is held in trust, the owner shall provide: the trust name; the type of trust; the date on which the property was placed in trust; the name, business address, email address, and telephone number of a party with authority to direct the trustee; and the name, Illinois business address, email address, and telephone number of an authorized agent designated to receive service of process and City notices on behalf of the trust; and

(F) If the owner and landlord do not reside or have a principal place of business in the City of Chicago, Illinois, then the owner shall designate a local contact representative, whose residence or principal place of business is in the City of Chicago, and having full authority to act on behalf of the owner, including the acceptance of service of all notices from the City, and provide the name, business address, telephone number, and email address of the local contact representative in the registration.

(2) For purposes of this section, a post office box or commercial mail receiving service shall not be accepted as the owner's, landlord's, or local contact representative's address. Further, the building and dwelling units being registered shall not be accepted as the owner's address, unless it is the principal place of business or residence of the owner.

(3) An owner may designate one or more authorized operators or agents to complete, submit, or update registration on the owner's behalf. Any such designation shall be disclosed to the Department as part of the registration, and shall

include the name, business address, email address, and telephone number of each authorized operator or agent and a description of the scope of authority granted. Designation of an authorized operator or agent shall not relieve the owner of any obligation imposed by this section, including the obligation to ensure that all registration information is accurate and complete.

(c) Registration Fees.

(1) Except as provided in paragraph (2) of this subsection (c), all owners of residential dwelling units shall pay an annual registration fee in accordance with the following schedule:

(A) For buildings containing one to four dwelling units, \$20 per dwelling unit per year.

(B) For buildings containing five to 49 dwelling units, \$40 per dwelling unit per year.

(C) For buildings containing 50 or more dwelling units, \$60 per dwelling unit per year.

(2) An owner shall be exempt from paying a registration fee for the following types of dwelling units:

(A) Dwelling units owned or subsidized by the Chicago Low-Income Housing Trust Fund (CLIHTF) or the Chicago Housing Authority, including dwelling units that are subject to a housing assistance payment contract as described in 24 CFR 982.451.

(B) Dwelling units within owner-occupied buildings of one to six units.

(C) Dwelling units owned, managed, and operated by a not-for-profit corporation, registered in and in good standing with the State of Illinois.

(d) Amended Registrations. The owner of a property required to register with the Department pursuant to the terms of this section shall notify the Department within 30 days of any change in the registration information by filing an amended registration statement on a form provided by the Department for such purpose. There shall be no additional fee for filing an amended registration statement.

(e) Failure to Provide Required Information or Payment. Failure to provide required information in accordance with subsection (b) of this section or to pay a registration fee in accordance with subsection (c) of this section shall be grounds for the Department to deny registration.

(f) *Disclosure of Registration at Lease Signing.* Before or at the start of a tenancy, the landlord shall give the tenant a copy of the current registration confirmation issued by the Department for the dwelling unit. This document should include the dwelling address, registration period, and confirm that the registration is current and in good standing. Failure to provide this registration confirmation as required will result in penalties set forth in subsection (h) of this section.

(g) *Administration.* The Commissioner of Housing is authorized to promulgate rules for the effective administration of this section. The Commissioner of Housing shall establish and maintain publicly relevant data from the rental registry on a publicly accessible, searchable website, and shall include, in addition to information submitted by owners, records of registration violations, and the results and reports of inspections regarding the health, safety, habitability, and compliance and noncompliance with any building or housing code for each dwelling unit conducted by a City department or agency. Such website shall maintain public access to this information for a period of at least ten years.

(h) *Penalties.* Unless otherwise provided, any person who violates this section, or provides false or misleading information to the Department, or violates any rule promulgated hereunder, shall be fined \$100 per dwelling unit for the first offense, \$250 per dwelling unit for the second offense, and \$500 per dwelling unit for the third and any subsequent offense. Each day that a violation exists shall constitute a separate and distinct offense. Further, where the failure of an owner to register a dwelling unit is willful or where an owner knowingly provides false information in a registration statement, then the City shall, in addition to other remedies, recover any financial benefit given, awarded, or credited to the owner by the City for the period that the owner benefitted, up to seven years preceding the owner's act or omission. Liability for violations of this section shall be joint and several among owners. The remedies available to the City under this section are cumulative and not exclusive.

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.

(Omitted text is not affected by this ordinance)

5-12-195 Compliance notices.

If the director of the Bureau of Rental Housing Services believes or has reason to believe that a violation of this chapter for which a fine may be imposed has occurred, the director shall issue a compliance notice to the alleged violator directing that the violation be corrected. If the compliance notice does not specify the time in which the correction shall occur, the alleged violator shall correct the violation within 14 days after the issuance of the compliance notice, unless the director determines that a longer period is necessary and reasonable. The alleged violator shall provide the director with evidence that the violation has been corrected no later than 30 days after the issuance of the compliance notice, unless the director determines that a longer period is necessary and reasonable.

ARTICLE II. AMENDMENTS TO CHAPTER 2-44

SECTION 1. Chapter 2-44 is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

ARTICLE I. GENERAL

2-44-005 Definitions.

(Omitted text is not affected by this ordinance)

2-44-050 Commissioner of Housing – Powers and duties.

(a) The Commissioner is authorized to:

(Omitted text is not affected by this ordinance)

(10) Subject to the appropriation of funds, enter into and execute any and all agreements or instruments and perform any and all acts as shall be necessary or advisable to purchase delinquent or forfeited property taxes from the County of Cook in order to assemble property for development.

(11) Enter into and execute agreements for the provision of legal services in accordance with Section 2-44-175.

(Omitted text is not affected by this ordinance)

2-44-175 Eviction Counsel Program.

(a) Definitions. In this section:

The term "area median income" has the meaning ascribed to that term in Section 2-44-085 of this Code.

The term "brief legal assistance" means individualized legal assistance provided in a single consultation by a designated organization to a qualifying individual in connection with a qualifying proceeding.

The term "designated organization" means an organization that has a contract with the City for the provision of legal services.

The term "dwelling unit" has the meaning ascribed to that term in Section 5-12-030 of this Code.

The term "full legal representation" means ongoing legal representation provided by a designated organization to a qualifying individual and all legal advice, advocacy, and

assistance associated with such representation. The term "full legal representation" includes, but is not limited to, the filing of a notice of appearance on behalf of the qualifying individual in a qualifying proceeding. The term "full legal representation" may further include appealing a decision on a qualifying proceeding if a designated organization finds that the appeal is appropriate using the criteria listed in subsection (c) of this section to determine the provision of full legal representation.

The term "landlord" has the meaning ascribed to that term in Section 5-12-030 of this Code.

The term "legal services" means brief legal assistance or full legal representation.

The term "qualifying individual" means a tenant of a dwelling unit located within the City who has received an eviction notice and has an income of 80 percent of the area median income or less.

The term "qualifying proceeding" means any action brought pursuant to the Illinois Eviction Act, codified at 735 ILCS 5/9-101 *et seq.*, to evict a qualifying individual, including a summary proceeding to seek possession for nonpayment of rent or a holdover, or an administrative proceeding brought by the Chicago Housing Authority for termination of tenancy. The term "qualifying proceeding" does not include any independent action or affirmative claims that are not germane to the eviction proceeding; provided, however, the term "qualifying proceeding" includes any defense or counterclaim germane to the eviction proceeding that a tenant may raise and litigate.

The term "tenant" has the meaning ascribed to that term in Section 5-12-030 of this Code.

(b) *Eviction Counsel Program.* Subject to appropriation, the Commissioner shall establish an Eviction Counsel Program to provide access to legal services such that all qualifying individuals receive access to brief legal assistance. One or more designated organizations shall provide full legal representation when, while providing brief legal assistance, the designated organization finds that:

(1) the qualifying individual likely has a meritorious legal defense to the eviction;

(2) the qualifying individual has been improperly locked out of their home;

(3) the landlord in the qualifying proceeding has not adhered to the procedural requirements of an eviction action under the Illinois Eviction Act, codified at 735 ILCS 5/9-101 *et seq.*; or

(4) full legal representation would otherwise materially benefit the qualifying individual.

(Omitted text is not affected by this ordinance)

ARTICLE II. BUREAU OF RENTAL HOUSING SERVICES

2-44-200 Bureau of Rental Housing Services.

(a) Establishment. Subject to appropriation, the Commissioner shall establish a Bureau of Rental Housing Services within the Department. The Commissioner shall appoint a director to the Bureau of Rental Housing Services and hire such other employees as needed to perform the duties set forth in this section. The director of the Bureau of Rental Housing Services shall be responsible for the administration of the Bureau and shall oversee the exercise of the powers and performance of the duties of the Bureau.

(b) Power and Duties. The director of the Bureau of Rental Housing Services shall have the following powers and duties:

- (1) To identify and recommend policies to increase access to housing;
- (2) To provide education and outreach to landlords, tenants, and the public about laws, rules, and other matters regarding rental housing, including landlord and tenant rights under applicable law;
- (3) To administer the residential rental registry established under Section 5-12-175 of this Code, including procuring and contracting with third party vendors as needed;
- (4) To receive and process complaints and 311 requests alleging violation of the Residential Landlord and Tenant Ordinance;
- (5) To conduct investigations and make findings regarding complaints received;
- (6) To issue compliance notices as set forth in Section 5-12-195;
- (7) To issue notices of violation of the Residential Landlord and Tenant Ordinance; and
- (8) To refer cases to the Department of Buildings or the Department of Law, as appropriate.

ARTICLE III. MISCELLANEOUS AMENDMENTS

SECTION 1. Section 2-14-200 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-14-200 Eviction proceedings.

(Omitted text is not affected by this ordinance)

(d) If the tenant does not vacate and remove his or her personal property from the premises as of the effective date of an eviction order specified in subsection (b), the landlord shall dispose of the property as provided in ~~subsection (f) of~~ Section 5-12-130 of this Code.

SECTION 2. Section 8-30-020 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

8-30-020 Unlawful use of leased premises – Evictions.

(a) The ~~department~~ Department, on behalf of the ~~city~~ City, or the Chicago Housing Authority on its own behalf, may bring an eviction proceeding pursuant to Section 2-14-200 of this Code whenever there is cause to believe that a tenant is subject to eviction under this chapter. In any case in which a pattern of controlled substance violations is proven by a preponderance of the evidence, the tenants of the dwelling unit involved are in violation of this section and an order of eviction shall be issued against those tenants. The order of eviction shall cause the forfeiture of and terminate the rights of the tenant to use or occupy the dwelling unit pursuant to the rental agreement. Any tenant who has been served with an order of eviction shall be deemed to have abandoned the dwelling unit, as provided in ~~subsection 5-12-130(e)~~ Section 5-12-130 of this Code, as of the effective date of the order.

(Omitted text is not affected by this ordinance)

SECTION 3. Section 13-72-065 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

13-72-065 Tenant relocation assistance.

(a) For any building containing residential rental units that is being converted to a condominium project and for which a declaration is recorded on or after July 30, 2012, a qualified tenant may, at the tenant's option, receive relocation assistance. For any

building containing residential rental units that is being converted to a condominium project and for which a declaration is recorded on or after January 1, 2027, any tenant may, at the tenant's option, receive relocation assistance.

(b) ~~If such~~ Until January 1, 2027, if a qualified tenant exercises the option for relocation assistance, the landlord of such building shall provide the qualified tenant with relocation assistance as follows:

~~(A)~~ (1) The landlord shall pay to a qualified tenant who exercises the option for assistance a one-time relocation fee of ~~\$1,500.00~~ \$1,500; provided that if the tenant's one month's rent is greater than ~~\$1,500.00~~ \$1,500, the landlord shall pay to the tenant one month's rent at the highest rent charged to that qualified tenant for that rental unit, or ~~\$2,500.00~~ \$2,500, whichever is less; provided further, that if a rental unit is occupied by two or more qualified tenants, the landlord's total liability to all the qualified tenants of the rental unit shall be no more than if the rental unit was occupied by one qualified tenant.

~~(B)~~ (2) The landlord shall pay the relocation fee to the qualified tenant no later than ~~7~~ seven days after the day of complete vacation of the rental unit by the qualified tenant. The relocation fee shall be paid by certified or cashier's check payable to the qualified tenant.

~~(C)~~ (3) The relocation fee shall be in addition to any damage, deposit, or other compensation or refund to which the qualified tenant is otherwise entitled.

~~(D)~~ (4) No rental agreement may provide that a qualified tenant agrees to waive or forego the rights and remedies provided under this section and any such provision included in a rental agreement is unenforceable.

~~(E)~~ (5) The landlord may deduct from the relocation fee all rent due and payable for the rental unit occupied by the qualified tenant prior to the date on which the rental unit is vacated, unless such rent has been validly withheld or deducted pursuant to state, federal or local law. The landlord shall not retain all or any part of the relocation fee for the payment of any other amount, including without limitation, for any damage to the premises or for any other violation or breach of a rental agreement.

(c) On and after January 1, 2027, if any tenant exercises the option for relocation assistance, the landlord of such building shall provide the tenant with relocation assistance in the amount and in the manner prescribed in Section 5-12-137 of this Code.

~~(F)~~ (d) The landlord shall not be liable to pay the relocation fee to any qualified tenant:

(1) who exercises the right to purchase the rental unit, or another unit within the same building or condominium project;

(2) against whom the landlord has obtained a judgment for possession of

the rental unit;

(3) who fails to provide the landlord with the written evidence, as provided in rules, ~~and regulations~~, to prove household income; or

(4) who fails to exercise the option for relocation assistance.

~~(G)~~ (e) For purposes of this section only, the following definitions apply:

(Omitted text is not affected by this ordinance)

ARTICLE IV. EFFECTIVE DATE

SECTION 1. Section 3 of Article III of this ordinance shall take effect upon passage and publication. The remainder of this ordinance shall take effect on January 1, 2027, after passage and publication. Sections 5-12-135, 5-12-137, and 5-12-139 within Section 1 of Article I of this ordinance shall not apply to any leases initially signed before January 1, 2027.

SECTION 2. Notwithstanding anything in this ordinance to the contrary, all interest accrued on any security deposit held by a landlord as of the effective date of this ordinance shall remain the property of the tenant making such deposit and shall be returned to the tenant upon termination of tenancy or renewal of the rental agreement, whichever is earlier. If the landlord fails to timely return all interest accrued on any security deposit pursuant to this section, then the tenant shall be awarded damages in accordance with the applicable lease entered into prior to the effective date of this ordinance.