

# Tenant/Landlord Handbook

Basic information about the rights and responsibilities of tenants and landlords



# Introduction

This handbook is intended for those who rent or own one of Oak Park's more than 10,000 housing units. The goal of the handbook is to provide basic information about the rights and responsibilities of tenants and landlords, and to help make apartment living in Oak Park an enjoyable experience.

Owners, agents, landlords and managers also can use this handbook to help develop policies and procedures for maintaining and upgrading rental property, as well as better understand the fair housing and human rights expectations in Oak Park.

The Village of Oak Park supports the needs of tenants and landlords through the Community Relations Department, which is responsible for enforcing fair housing standards and responding to discrimination complaints. The Department also offers advice on solving interpersonal conflicts between tenants and landlords, including free mediation services provided by trained staff. More information about the Community Relations Department and its services is available online at [www.oak-park.us/community](http://www.oak-park.us/community), by email to [community@oak-park.us](mailto:community@oak-park.us) and by telephone at 708.358.5405.

## Considerations for Condo Renters and Owners

Many apartments for rent in Oak Park are units in condo buildings. Renting a condo requires specific considerations and precautions. Condos are unique because while they share the same physical building with other units, the condo itself is designated as an individual property. This separately regulated shared space can create issues that are difficult for an owner who cannot act as a typical landlord. The owner/landlord does not have authority over other units and also is bound by the bylaws of the condo association. Both potential renters and owner/landlords should review the terms of the association's bylaws to understand the legal parameters of the property. Potential renters should be aware that unlike apartment building managers, many condo owners are not professionals and that they have limited enforcement powers, such as handling complaints about noisy neighbors. Regardless of the challenges of condo renting, both the renter and owner/landlord are expected to uphold renting standards included in this handbook. The Community Relations Department is available to discuss responsibilities and obligations related to renting a condo. Renters and owner/landlords also may seek information and assistance from the *Condo Network Association of Oak Park* at 708.386.6061 ext. 123.

## Disclaimer

This handbook provides the fundamentals of rental agreements and landlord-tenant relations. Since it is impossible to outline all possible situations, readers may wish to consult an attorney. Unless specifically stated, the ideas and alternatives presented here are not necessarily those required by the Village of Oak Park and/or the State of Illinois. Statutory materials referred to in the text should be examined by an individual's own legal counsel as to their current status. The Village of Oak Park assumes no responsibility for actions individuals take as a result of using the material presented in this handbook.

## About Village of Oak Park

Oak Park is a thriving community of about 52,000 people located immediately west of the City of Chicago and known for its architectural heritage and diverse population. Within its 4.5 square miles live one of the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes.

Oak Park was one of the first municipalities in the country to make diversity a matter of public policy by crafting and formally adopting a *Diversity Statement*. Following each two-year election cycle since 1973, the Village Board demonstrates its support of the high ideals embodied in the statement by reaffirming the following *Diversity Statement* via a formal resolution...

### Oak Park Equity, Diversity and Inclusion Statement

The people of Oak Park choose this community, not just as a place to live, but as a way of life and as a place to seek shelter, refuge and acceptance. Oak Park commits itself to equity, diversity, and inclusion because these values make us a desirable and strong community for all people. Creating a mutually respectful, multicultural and equitable environment does not happen on its own; it must be intentional.

We believe in equity. By embracing equity, with an explicit but not exclusive focus on racial equity, we work to break down systems of oppression, including racism, sexism, homophobia, xenophobia and other forms of bias and hate to achieve a society where race no longer determines one's outcomes, where everyone has what they need to thrive. This is both a process and a goal. We reject racial barriers that limit and divide us, and we reject bias towards any group of people.

We believe in diversity because our commonalities and differences are both assets. Oak Park is a dynamic community that welcomes, respects, and encourages the contributions of all people, in all our rich variety by race, color, ethnicity, ancestry, national origin, religion, age, sex, sexual orientation, gender identity or expression, marital and/or familial status, language, mental and/or physical impairment and/or disability, military status, economic class, immigration status, foster status, body size, criminal history, or any of the other characteristics that are often used to divide people.

We acknowledge intersectionality and the compounding effect of multiple forms of discrimination that many in our community experience. We affirm all people as members of the human family. Our goal is for people of widely differing backgrounds to do more than live next to one another. Through intentional interaction and fair treatment, we can respect our differences while fostering unity and developing a shared, intersectional vision for the future.

We believe in inclusion because we need to go beyond numerical diversity and strive for authentic representation, empowered participation, full access, and a true sense of belonging for all people. Oak Park recognizes that a free, open, and inclusive community is

achieved through full and broad participation of all community members and the ongoing commitment to active and intentional engagement across lines of difference. We believe the best decisions are made when everyone is authentically represented in decision-making and power is shared collectively.

The Village of Oak Park commits itself to a future ensuring equity, diversity, and inclusion in all aspects of local governance and community life. We strive to make these values aspirational and operational, reflected in our everyday practices and priorities. This includes fair treatment, equal access, and full participation in all of the Village's institutions and programs, and the goal of racial equity in all Village operating policies. The Village of Oak Park must continue to support its fair housing philosophy that fosters integration and unity in our community. Our intention is that such principles will be a basis for policy and decision making in Oak Park. The President and Board of Trustees of the Village of Oak Park reaffirm their dedication and commitment to these precepts.

*- Revision adopted October 7, 2019*

# Oak Park Law Regarding Renting

## Human Rights Code and Fair Housing

The rights of individuals within the protected classes of race, sex, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, disability, source of income, gender identity, gender expression, military discharge status, housing status, order of protection status or the actual or perceived association with such a person in the purchasing, leasing, securing a loan, renting or occupying housing or other real estate are protected under [Chapter 13 of the Village Code](#). For properties containing four or more units, the Code is enforced by the Community Relations Department at Village Hall, 123 Madison St.

In addition to the discrimination provisions of the Human Rights Code, local law also requires tenants to complete a written application for any apartment in building of four or more rental units, a written lease between the tenant and landlord, and a security deposit of not less than one month's rent.

## Filing Complaints

Any person otherwise qualified who is denied or discriminated against or suspects denial or discrimination in these processes should immediately contact the [Community Relations Department](#) for more information, conciliation, or to file a formal, written complaint. Individuals also may file written, formal complaints with the [Cook County Human Rights Commission](#) or [Illinois Department of Human Rights](#).

## Crime Free Housing Program

Oak Park's *Crime Free Housing Program* offers rental property owners and managers a powerful tool to help reduce the chances of criminal activity in individual rented units.

## How the Program Works

The cornerstone of the program is a lease addendum (example found in the "Forms" section) that puts potential tenants on notice that they are liable for any criminal activity within their units. And if criminal activity does occur, the lease can be terminated and eviction action initiated.

## Protecting Tenant's Rights

A property owner or manager cannot simply make an accusation as a reason to terminate a lease. The ordinance that created the program is very specific about what is considered criminal activity. For example, victims of domestic violence are expressly protected. Police make the final determination if the crime-free housing ordinance is applicable on a case-by-case basis.

## Required Training for Property Owners & Managers

To ensure rental property owners and managers fully understand the program, participation in an annual training session is required. Attendance is part of the Village's existing rental property licensing requirement for buildings with four or more units, which was extended under the Crime-free Housing Program to all rental property, including condominiums and single-family and two- and three-flat homes.

## Safe Homes Act

The Safe Homes Act is an Illinois law that allows victims of domestic or sexual violence to leave their rental housing early, prior to the end of their lease, in order to protect their physical safety and emotional well-being. Managers of rental units are required to comply with this law. Should circumstances related to this law arise, contact the Community Relations Department for guidance.

## Best Practices for Tenants

- **Document all communications in writing** – All repair requests should be in writing. Always keep a copy of your communication with your landlord and proof of mailing and be sure to get copies of all documents you sign. You can prove the letter was sent and received by sending it via email, but certified mail is preferred in legal settings. Be sure to keep a copy for your own records. You can also hand deliver the letter and ask your landlord to sign and date your copy of the letter. Document all agreements between you and the landlord and any commitments made to you, especially payment arrangements. Everything should be signed by you and the landlord.
- **Always get receipts for money paid to the landlord** – Tenants should ask for a receipt for rent or any payment made to a landlord. Payment also can be documented by sending payments via certified mail or making a copy of the check or money order before it is sent. Whenever possible, pay using money orders or cashier's checks instead of cash. Be sure to fill out money orders and make copies before it is separated from the stub. Mark checks and money orders for the actual month the payment is intended to cover. This documents that your payment can only be used for the rent in the proper month and is not for other fees.
- **Do not withhold rent if landlord is not making repairs** – Tenants must be current in rent to access legal repair remedies. Even if the repairs are severe, withholding rent leaves a tenant vulnerable to eviction. Tenants can call the Neighborhood Services Division at Village Hall (708.358.5410) to discuss property standard concerns. Staff will determine if an issue is valid and may send a property inspector to investigate. The *Illinois Residential Tenants Right to Repair Act* governs repair-related issues (Illinois Compiled Statute 742).
- **Document the condition of your unit when you move in/out** – Documenting the unit's condition when moving in and moving out can help defend a tenant against wrongful damage charges. Take pictures of the unit's condition. Some judges will not accept camera date stamps because they can be manipulated, so be judicious in how you note the date of the original photographs. Consider making a copy of the day's newspaper visible in the frame to establish the date the photo was taken.

## Landlord Responsibilities

The landlord is responsible for items agreed to in the lease and for following appropriate procedures should issues arise. The landlord has a duty to keep the apartment and building fit to live in and completing all necessary repairs (see the *Property Standards* section of this handbook for more details). The landlord also must comply with Fair Housing standards and obligations if a sale of property occurs.

### Fair Housing

Management entities of rental units are required to follow the provisions of Chapter 13 of the Village Code, which includes the Human Rights and Fair Housing provisions. These local laws give the right for all people to live wherever they choose, to have access to housing via purchase, sale, lease or rent and to enjoy the full use of their homes without unlawful discrimination, interference, coercion, threats or intimidation by owners, landlords, real estate agents or any other persons. Consider these tips to comply with fair housing regulations:

- Learn about fair housing laws
- Train staff and agents to follow the laws
- Have written policies and practices and following them consistently
- Apply policies and practices consistently
- Keeping good records to document actions
- Attend diversity training sessions
- Challenge stereotypes

### Discrimination

Discrimination in housing includes refusing to rent for a reason relating to a protected class of persons, setting different terms, conditions, or privileges; engaging in steering; refusing to provide reasonable accommodations or modifications for a disabled person; refusing to modify a no-pet policy if pet is service or support animal; making statements that indicate a preference; or not having staff trained in the latest tools used to communicate by people with hearing/visual impairments. Examples of unlawful discrimination include, but are not limited to the following:

- Demanding higher rent amounts and security deposits
- Differential treatment such as with repairs and lease violation notices
- Sexual or other harassment
- Allowing tenant-on-tenant harassment.

### Accommodating Tenants with Disabilities

Housing providers must make reasonable modifications or accommodations for persons with disabilities in rules, policies, practices and services. The landlord is responsible for the



cost of the changes if federal money is received. Otherwise, the tenant is responsible for costs of modifications. When the cost is to be borne by the tenant, the landlord may require payment in advance into an escrow account. Examples of reasonable accommodations include, but are not limited to the following:

- Adding support bars to bathroom walls
- Removing doors
- Changing a sink to accommodate a wheelchair
- Adding an exterior ramp
- Changing parking rules/spot assignment
- Designating a different way to get mail or pay rent
- Changing rent due date
- Allowing for service pets.

## **No-Pet Policies and Service Animals**

Federal fair housing laws require landlords to make exceptions to no-pet policies for a service dog or emotional support animal. A landlord cannot refuse to rent or discriminate in terms, conditions or privileges if a person with a disability needs a dog or support animal. A separate pet deposit may not be charged, but the tenant remains responsible for any property damage caused by the animal, as well as for its care, maintenance and supervision.

## **Changes in Building Ownership**

All existing oral and written leases remain valid when a property is sold. New landlords cannot evict any tenant unless a valid lease violation has occurred or the term of the original lease is up. New owners cannot force tenants to sign a new lease or pay a different rent. The new owner must notify the tenants in writing within 10 days of the purchase. The old landlord must give the new landlord copies of all leases, security deposits with interest, records of rent payments and any documents related to the tenants. Both old and new landlords are responsible for the current tenants' security deposits.

## Property Standards

Landlords are required to keep their building in a livable condition. The following items are among the responsibilities required under Village of Oak Park law:

- Buildings must be solid and in good condition
- Foundations, walls and roofs must be water tight
- Property must be exterminated to prevent mice, rats, insects and other pests
- Smoke alarms must be provided, although the tenant is required to replace the batteries
- Hallways and stairways must be lighted
- Windows and outside doors must be in good condition;
- Boilers, furnaces and chimneys must be in good working condition
- Stairways, floors and hallways must be clean and functional
- Plumbing and pipes must be in good working condition
- Electric wires and circuits must be in good working condition
- Toilets, sinks, tubs and showers must be in good working condition
- Supply hot and cold water
- Supply sufficient heat
- Prevent the collection of stagnant water
- Provide adequate ventilation and light
- Provide screens for windows during the warm months.

### Insects and rodents

Landlords are required to exterminate to prevent rats, mice, insects and other pests in the building.

### Trash collection

Landlords are required to provide for trash and garbage disposal services.

### Appliances Repair

If the landlord supplies an appliance such as a refrigerator, stove or air conditioner, the landlord must keep them in good working condition. The tenant may not be held responsible if appliance fails due to normal wear-and-tear or age. However, if problem is the result of the tenant's negligence, the landlord may hold the tenant responsible for the appliance repair or replacement.

## **Failure to Make Needed Repairs**

If a landlord fails to make a necessary repair, the tenant may take advantage of the *Illinois Residential Tenants Right to Repair Act*, which governs repair-related issues (Illinois statute 765 ILCS 742). This state law requires the tenant to inform the landlord in writing of the request to repair. Upon notification, the landlord has 14 days to make the repair. If the repair is not made during this time, the tenant may hire a private contractor, not related to the tenant, to make the repair. The cost of the repair may not be more than \$500 or half a month's rent, whichever is lower. The paid contractor's bill, which must include the contractor's name, address and telephone number, must then be given to the landlord. Persons interested in this remedy should contact the staff of the Community Relations Department for consultation. Tenant may also contact the Neighborhood Services Division to request an inspection of the property by Village inspectors (see the *Who to Call* section of this handbook for contact information).

## **Minimum Temperature Heating Requirements**

Landlords are required to provide adequate heat in all habitable rooms, bathrooms and toilet rooms from September 15 through May 15. From 6:30 a.m. to 11 p.m., a minimum temperature of 68 degrees (F) must be provided and from 11 p.m. to 6:30 a.m., the temperature must be at least 65 degrees (F) from 11p.m. to 6:30 a.m. If the apartment is not being kept in a livable condition, the tenant should contact the Neighborhood Services Division at 708.358.5410 and request a property inspection. The landlord may not retaliate against a tenant for contacting the Village.

## **Failure to Pay Utilities as Required by Lease**

If the landlord fails to pay a utility as required by the lease and the utility company is threatening to shut-off service, tenants may seek an agreement with the utility company to pay their rent directly to the utility to avoid loss of service. This includes water service provided by the Village of Oak Park.

## **Billing Tenants for Lights Not Agreed to in a Lease**

Any tenant who suspects they are being billed for electric lighting not stipulated in the lease should immediately contact the electric company to take a usage reading for the unit's electricity. If the utility company determines the tenant is paying for more than the unit's share as stipulated in the lease, the tenant should alert the landlord in writing, supply appropriate documentation and request repayment.

# Oak Park Housing Code

The Village of Oak Park vigorously enforces local codes to help maintain the quality of housing in the community. Tenants have the right to have their apartments inspected by Village inspectors any time they suspect a violation of the code or if the landlord refuses to make corrections. State law prevents a landlord from taking action against a tenant in retaliation for a housing code violation complaint. Any tenant who suspects a violation should first contact the landlord. If no action is taken on the complaint, call Neighborhood Services Division at 708.383.5410 and ask to have an inspector come to the apartment. The inspector will schedule an appointment and perform an inspection. If the condition is a violation of the code, the inspector will inform the tenant and require the landlord to correct the issue.

## Typical Building Code Violations

- Insufficient heat (68° F, 6:30 a.m. to 11 p.m.; 65° F, 11 p.m. to 6:30 a.m.)
- Insufficient garbage bins with tight fitting lids
- Public halls, stairways and passageways not adequately lit at all times or maintained in good and safe condition
- Signs of rodents or insects
- Toilet in poor working condition
- Bathtub or shower not in good working condition
- Kitchen sink not in good working condition
- Bathroom floor not reasonably resistant to water and or easily kept in a clean and sanitary condition
- All faucets not providing adequate hot water (120° F) or with insufficient water pressure
- Foundation, floor, wall, window, ceiling and roof not weather-tight, rodent-proof or kept in good working condition and repair
- Inadequate window screens in good condition on at least one operable window per room
- All habitable rooms do not have at least one operable window or adequate artificial ventilation
- All ceilings, walls and floors not free of mold growth or other environmental invaders
- Every habitable room does not contain either two separate outlets or one outlet and one light fixture
- All electrical outlets, switches and wires not in good and safe working condition
- All plumbing fixtures not maintained in good sanitary working condition, free from defects, leaks and obstructions
- Dwelling unit does not contain at least 200 square feet of floor space for the first occupant and 150 square feet of floor space for each additional occupant, not including verandas, porches, terraces, balconies or basements
- Sleeping rooms lack closeable doors that afford privacy, a window and access other than through a tandem room

## **Parking**

Overnight parking is prohibited on Oak Park streets from 2:30 to 6 a.m. except by permit or pass. Landlords of buildings with four or more rental units are required to include this parking information in applications and leases. Buildings may offer off-street parking spaces as part of the rent or at additional cost.

The Village sells parking permits for most multifamily building neighborhoods, which must be renewed every three months. Some homeowners also rent parking spaces on their properties. For information on permit parking and available private parking, contact the Parking & Mobility Services Division at 708.358.7275.

Motorcycle parking is regulated the same as motor vehicles. Bicycles should be parked and locked in building storage areas.

## **Pets**

Pets are allowed in Oak Park residential units unless they are prohibited in the lease. Residents with service animals have special protection in renting and visiting rental units in Oak Park. However, pet owners must follow all applicable local laws. The Animal Control Division of the Oak Park Department of Public Health regulates pet ownership and care in Oak Park. For information on licensing, adopting and impounding pets, call 708.358.5680.

### **Responsibilities of Pet Ownership**

Oak Park requires all dogs and outdoor cats to be licensed annually by May 1. New residents must license their pets within 10 days of moving into the community or acquiring a new animal. A new pet license requires a trip to Village Hall, 123 Madison St. Pet owners must complete a form and provide proof of rabies inoculation before a license will be issued. The annual license fee is reduced for a spayed or neutered animal. Proof of spaying or neutering is required for the reduced fee. Pet licenses can be renewed online. Pet owner also must follow these rules:

- Treat pets in a humane manner
- Be considerate of neighbors
- Report animal bites to the Police Department at 708.386.3800
- Keep animals on a leash no longer than eight feet in public parks, school grounds and other public properties
- Bring only service animals into public buildings, food establishments or stores
- Do not allow a pet to make excessive or annoying noise, create noxious odors or damage the property of others

### **Limits on animals on private premises**

Village ordinance limits the number of animals on private premises as follows:

- **Single-family residences, townhomes, buildings or lots:** Three dogs and/or two cats that run outside, or four cats that are kept indoors. No more than 10 of a combination of all types of permitted animals.
- **Single units of two- or three-flat residential dwellings:** Two dogs and/or cats that run at-large, or two cats that are kept indoors. No more than five of a combination of all types of permitted animals.
- **Multi-family residential building containing four or more dwelling units:** Two dogs and/or cats that are kept indoors, or one cat if allowed to run outside. No more than five of a combination of all types of permitted animals.
- **Prohibited animals:** Generally, pigs, swine, sheep, cattle, horses, goats or similar animals; naturally wild animals except fish and birds; no more than one pigeon or two rabbits, two guinea pigs, two gerbils or two fowl.

# Answers to Frequently Asked Questions Regarding Landlord/Tenant Law in Oak Park

The answers to these questions are provided for general information only and are not intended to be used as legal advice about any individual situation. Questions about a specific situation should be directed to an attorney.

## Leases

### **Q: What is important to know about leases?**

**A:** A written lease is proof of the specific agreements and makes clear the duties of the tenant and the landlord. A written lease also gives the tenant the right to stay in the apartment for the time period of the lease so long as the terms of the lease are met. Once the lease is signed, both parties are expected to abide by the terms in lease unless both sides agree to amend the document in writing. Potential tenants should read the lease carefully before signing.

### **Q: Do all leases have to be written?**

**A:** Yes. A written lease is required for any apartment in a building containing four or more apartments, pursuant Section 13-5-1B of the Village Code.

### **Q: What does the Village of Oak Park Code require to be included in a lease for an apartment in a multiple family dwelling building containing four or more units?**

**A:** A written lease in Oak Park must include, but is not limited to the following:

- Specific apartment number to be leased
- Maximum number of occupants as is determined by the apartment size
- Full names and birth dates of all who will occupy the apartment;
- Name and telephone number of the landlord's agent or manager who will be available for emergencies 24 hours a day
- Statement that parking is prohibited on Village streets between 2:30 and 6:00 a.m. and that the tenant is responsible for parking
- Security deposit of at least one month's rent is required.

### **Q: Can the landlord charge a late fee if rent is not paid on time?**

**A:** Yes. A late fee may be charged if the fee amount is stated in the lease.

### **Q: After the lease has begun, can the landlord change the rent amount?**

**A:** This depends upon the lease. A landlord may specify in the lease that rent can change during the term of the lease. If the tenant is on a month-to-month lease, Illinois law states that a landlord can increase the rent, typically with 30 days' notice.

### **Q: If a lease contains unwanted conditions, what can a potential tenant do?**

**A:** Never sign a lease that includes items that are not acceptable. Once the lease is signed, the tenant has agreed to do what it requires. A tenant may cross out parts so long as the landlord initials the change. If anything is changed by agreement between the landlord and

tenant, both parties should make sure the change is in writing, signed and dated by both, and each side has a copy of the changed document. Remember, the lease serves as the final word in the rental agreement, and any violations of it can result in eviction proceedings.

**Q: Can the landlord change or add to the lease after the original has been signed?**

**A:** No. The landlord cannot change or add to the lease after it has been signed without the consent of both parties. Remember, the lease may be altered when the terms of the old lease have ended and a new lease is offered. Read the new lease carefully and don't assume it has not changed.

**Q: Who pays the utilities for the apartment?**

**A:** Utility payment depends upon the lease terms. The tenant and the landlord should make responsibility for utility payments part of the written lease.

**Q: Can a tenant be required to pay for the utilities for hallway lights outside of the apartment?**

**A:** Yes, but only if the lease clearly states such utility costs are to be included in tenant costs. The landlord must provide the prior 12 months of utility bills for the hallway lights, and state in writing how much the tenant's rent will be reduced by paying a utility bill that includes more than the individual unit charges. This information must be provided before the lease is signed.

**Q: If the landlord has fulfilled all lease obligations, can a tenant terminate the lease early?**

**A:** Unless the lease states otherwise, the lease can only be terminated early by agreement with the landlord. Be sure to get any agreement for early lease termination in writing.

**Q: Can the tenant sublet the apartment to a new tenant during the term of the lease?**

**A:** If a tenant wants to move out early and has arranged to sublet the apartment to a suitable tenant, the landlord must accept a subtenant regardless of whether or not language allowing sublets is included in the lease. However, if sublets are specifically forbidden in the lease, the tenant cannot sublet without agreement with the landlord. The landlord cannot charge additional fees unless the fees are clearly stated in the lease. Remember, the tenant remains liable for the rent if the subtenant does not pay.

**Q: What are the payment responsibilities if the tenant moves out early?**

**A:** If a tenant moves out before the lease ends, the landlord can charge for the rent due to the end of the lease minus the rent received from a new tenant, as well as the costs to rent the apartment. The landlord has a duty to try and rent the apartment to another tenant. If the landlord can only rent the apartment to another tenant for less than the original rent, the tenant can be held responsible for paying the difference between the amount the new tenant pays and the prior tenant's rent to the end of the lease.

**Q: What if the landlord cannot rent the apartment after the tenant has moved out early?**

**A:** If the landlord makes a good faith effort to rent the apartment but cannot find someone else to rent it, the tenant is responsible for the rent owed until the lease ends in addition to the landlord's costs to try and find a new tenant.



**Q: What if a landlord will not rent to a tenant because of race, sex, color, religion, ethnicity, ancestry, national origin, gender expression or identity, veteran status, sexual orientation, age, marital status, familial status, source of income or disability?**

**A:** Oak Park law prohibits landlords from discriminating in renting apartments based upon any of these factors. Anyone who has experienced this type of discrimination should contact the Oak Park Community Relations Department immediately.

**Q: Can a landlord refuse to rent to a tenant because of children?**

**A:** No. A landlord may not refuse to rent to a tenant solely because of children under the age of 18. However, the apartment must be large enough to meet Village space requirements, which are based on the number of persons in the tenant's family.

**Q: Must a landlord notify a tenant when a lease ends and ask the tenant to move out?**

**A:** No. Written notice is not required when a lease has ended. The specific date must be stated in the written lease.

**Q: What if the landlord sells the building before a tenant's lease is up?**

**A:** When a building is sold, the new landlord is required to honor the terms of original written or oral leases until the leases ends. Evictions require that a lease be violated or expired. See the Responsibilities of the Landlord section in this handbook for more details on specific details on what is required of both the old and new landlord at time of a property sale.

**Q: Can a landlord enter a tenant's unit without prior notification?**

**A:** Guidelines governing landlord access to a rented unit should be included in the written lease. If is no language governing access to a rental unit is included in the lease, then the landlord or landlord's representative should confer with the tenant to determine a mutually acceptable time to enter.

**Q: Can a tenant deny entry to a unit if the building is in the process of being sold?**

**A:** No. However, the landlord or a representative should confer with the tenant to agree upon a mutually acceptable time to enter for viewing.

**Q: Can a landlord or property manager terminate a lease because of tenant's complaints about noise or maintenance issues?**

**A:** No. Complaints are not acceptable reasons for lease termination. However, a landlord has the right not to renew a lease when the term has ended.

**Q: Is a landlord required to rent to a *Housing Choice Voucher recipient*?**

**A:** Yes. Federal law prohibits a landlord from refusing to rent based solely on source of income. A prospective tenant must follow the required application process when seeking a desired unit and a landlord must use the same renting process and lease for all renters regardless of sources of income.

## Security Deposits

**Q: What is a security deposit?**

**A:** A security deposit is money a landlord holds to pay for repairs from damage to the apartment caused by a tenant or for rent or charges a tenant might owe at the time a lease expires. A landlord may not charge for normal wear and tear to the apartment.

**Q: How much is the security deposit?**

**A:** A security deposit must be at least one month's rent or a non-refundable move-in fee not to exceed \$500. The security deposit may be greater if agreed to by the tenant and the landlord.

**Q: Must a landlord charge a security deposit in Oak Park?**

**A:** Yes. A landlord must receive at least one month's rent as a security deposit in Oak Park.

**Q: Must a landlord hold the security deposit in a separate bank account?**

**A:** No. The Oak Park law does not require a separate bank account for security deposits.

**Q: May a tenant use a security deposit as the last month's rent?**

**A:** No. A tenant may not specify the security deposit as the last month's rent without an agreement with the landlord.

**Q: Are landlords required to pay tenants interest on security deposits?**

**A:** Tenants of units in buildings with four or more apartments are owed interest on deposits held for more than six months. Interest should be paid annually.

**Q: What is the interest rate on security deposits?**

**A:** The interest that accrues on security deposits is the passbook savings rate paid by the largest Illinois bank as set on January 1. Contact the Community Relations Department for the current rate.

**Q: When should interest on a security deposit be paid?**

**A:** Interest is due in cash or rent credit every 12 months, so long as the tenant's rent is current.

**Q: How long after a tenant moves must a landlord return the deposit?**

**A:** A landlord has 45 days after a tenant moves out to return the security deposit plus any interest owed, minus deductions for any rent and/or charges due for damage and/or repairs to the apartment. The time period is extended to 60 days if the landlord sends an estimate of repair charges within 30 days after the tenant moved out of the apartment. Interest does not accrue during the 45-day or 60-day period.

**Q: How does a tenant know if all or only part of the security deposit was used for repairs?**

**A:** A landlord who takes money from the security deposit for repairs must within 30 days of the tenant's move provide the former tenant a written list of damages and a copy of paid bills, actual costs or estimates for the repairs. A landlord has 60 days from the date the tenant moved to provide copies of paid receipts or proof of actual costs of repair and any remaining security deposit.

**Q: What is the procedure for tenant to request return of a security deposit?**

**A:** A tenant should request an inspection with the landlord at the time of vacating the apartment, then request in writing return of the security deposit and any interest due. The written notification should include an address of where the landlord should send the deposit. If the deposit or a written estimate of repairs is not received within 45 days of moving, the tenant should make a second written request for the return of the deposit. If the landlord still does not return the deposit or provide required documentation as to why, a tenant may seek repayment through small claims court. The Community Relations can provide information on how to file a small claims court case.

**Q: What if the landlord sells the building to a new landlord before returning a security deposit?**

**A:** Both the original landlord and the new landlord are responsible for the return of a tenant's security deposit.

## **Evictions**

**Q: What is cause for eviction?**

**A:** A tenant may be evicted for not paying rent, damaging the apartment, disturbing neighbors, violating the terms of the lease or by remaining in the apartment after the lease has expired. Eviction is a legal process that must follow very specific steps.

**Q: What if the tenant does not vacate the unit by the appointed rental termination date?**

**A:** The landlord may go to file a complaint in the Circuit Court of Cook County requesting eviction. If granted, the tenant may be evicted only by the Sheriff of Cook County after the court has ordered the tenant to leave.

**Q: What if a tenant does not pay the rent?**

**A:** If a tenant does not pay the rent as specified in the written lease, the landlord may seek eviction. The landlord must provide the tenant with a written notice of rent due. If the tenant does not pay rent due within five days of receipt of the notice, the landlord can seek eviction through the court.

**Q: Can a tenant be evicted for having people living in the apartment who are not listed on the lease?**

**A:** Yes. The lease must list all the people who are occupants of the apartment.

**Q: Can a tenant be evicted for exceeding the maximum occupancy of the dwelling unit?**

**A:** Yes. Regardless of whether they are listed on the lease, if more people than are permitted by local laws governing space requirements are living in an apartment, the Village may prosecute both the landlord and the tenant for exceeding maximum occupancy standards.

**Q: Must a tenant be notified if the landlord is ending the lease early for violations?**

**A:** Yes. If a landlord intends to end a lease because a tenant has violated the terms of the lease other than failing to pay rent, the landlord must give the tenant notice explaining in general terms what the tenant did to violate the lease and giving them 10 days to correct the violation.

**Q: What happens if a tenant does not correct violations after the appropriate warning period?**

**A:** The landlord may seek eviction by filing a complaint in the Circuit Court of Cook County. If the request is granted, the tenant may be evicted – but only by the Sheriff of Cook County and only after the court has ordered the tenant to leave.

**Q: Can a landlord change locks, remove items from the unit or shut off utilities for lease violations?**

**A:** A landlord may not change locks, remove items from the unit or turn off utilities without a court order allowing the actions. If a landlord attempts illegal eviction steps, the tenant should call the Oak Park Police non-emergency police number 708.386.3800 and file a complaint.

**Q: What if the tenant has an oral or a month-to-month lease?**

**A:** A landlord must give a written 30 day notice of termination of the rental agreement before eviction proceedings can begin.

## **Tenant Responsibilities**

**Q: What are some of the responsibilities of the tenant?**

**A:** Tenant responsibilities include paying rent on time, ensuring the apartment is not damaged by its occupants or guests and not disturb their neighbors. A tenant also must comply with terms of the lease.

**Q: Must the tenant keep the apartment clean?**

**A:** Yes. A tenant must keep the apartment in a clean and sanitary condition.

**Q: What apartment conditions are the responsibilities of the tenant?**

**A:** The tenant must keep the apartment as safe as possible. This includes making sure its occupants or guests do not intentionally or carelessly destroy, deface, damage or remove any part of the apartment or building.

**Q: How many people may occupy an apartment in Oak Park?**

**A:** Village Code sets a maximum number of people who may occupy each dwelling unit based on its square footage. The lease is required to state the maximum number of occupants for the specific dwelling unit.

**Q: Is the tenant responsible for appliances in the apartment?**

**A:** If the landlord supplied the appliances to the apartment, the landlord is responsible for repairs unless the tenant, the tenant's family or guests damage or use them in an unreasonable manner.

**Q: Is the tenant responsible for guests?**

**A:** Yes. The tenant is responsible for the behavior of guests.

**Q: Is the tenant responsible for damage to possessions in the rented apartment?**

**A:** In most cases the tenant is responsible for damages to personal possessions in the apartment unless the lease states otherwise. Many tenants purchase renter's insurance

from an insurance agent to cover their possessions. Renter's insurance tends to be relatively low cost, but can be of great benefit when personal property is damaged or stolen.

**Q: How can a tenant be a good neighbor?**

**A:** Practicing common courtesy, being mindful of noise and not taking up an excessive amount of shared space are important to being a good neighbor. Should a conflict with a neighbor arise, respectfully express the concern and offer a solution to solve the problem. If a neighbor or landlord approaches the tenant, it is advised to not act defensively or engage in retaliation, but instead to listen respectfully and try to develop a shared solution. If these actions do not help, individuals may contact the Community Relations Department for suggestions on how to proceed, which include the option of free mediation services. Sharing living spaces can sometimes be a challenge, but when every tenant agrees to act with consideration of others, conflicts can be minimized.