

## ARTICLE 6

# RESIDENTIAL TENANT AND LANDLORD ORDINANCE

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#### 12-6-1: TITLE, PURPOSE AND SCOPE:

A. This article shall be known and may be cited as the Residential Tenant and Landlord Ordinance and shall be liberally construed and applied to promote its purposes and policies.

B. The purpose of this article and the policy of the Village is to protect and promote the public health, safety, and welfare of its residents, to establish the rights and obligations of the tenant and the landlord in the rental of dwelling units, and to encourage the tenant and the landlord to maintain and improve the quality of housing.

C. This article applies to, regulates, and determines rights, obligations, and remedies under a rental agreement, wherever made, for a dwelling unit located within the Village. In addition, this article applies specifically to rental agreements for dwelling units operated under subsidy programs of agencies of the United States and/or the State of Illinois, including specifically programs operated or subsidized by the Oak Park Housing Authority, Housing Authority of Cook County and/or Illinois Housing Development Authority to the extent that this article is not in direct conflict with statutory or regulatory provisions governing such programs.

D. This article is subject to the home rule as established by the Constitution of the State of Illinois Article VII Section 6. Powers of Home Rule Units. This article regulates all residential buildings and structures that exist or are erected, constructed, altered, demolished, or relocated within the boundaries of the Village. (Ord. 21-60, 7-19-2021)

#### 12-6-2: EXCLUSIONS:

A. The following arrangements are not governed by this article:

1. Transient occupancy in a hotel or motel;
2. Residence at a public or private medical, extended care facility, geriatric facility, convent, monastery, religious institution, temporary overnight shelter, transitional shelter, educational dormitory, or in a structure operated for the benefit of a social or fraternal organization;
3. Occupancy under a contract sale of a dwelling unit if the occupant is the purchaser;
4. Occupancy in a cooperative apartment by a shareholder of the cooperative;
5. Occupancy by an employee of a landlord whose occupancy is conditional upon employment in or about the premises;
6. Residential buildings in which occupancy is limited to six (6) units or less and which are owner-occupied;
7. A residential unit that is a single-family home, including a single condominium unit, provided that:
  - a. This is the only residential unit leased by the owner;
  - b. The owner or immediate family member has actually resided at the property for at least one (1) month in the twelve (12) months prior to marketing the property;

- c. The owner (not a management company) personally manages the unit; and
- d. The owner is not a corporation;

8. Dwelling units in hotels, motels, inns, bed-and-breakfast establishments, rooming houses, and boardinghouses, but only until such time as the dwelling unit has been occupied by a tenant for thirty-two (32) or more continuous days and tenant pays a monthly rent, exclusive of any period of wrongful occupancy contrary to agreement with an owner. No landlord shall bring an action to recover possession of such unit, or avoid renting periodically, in order to avoid the application of this Article. Any willful attempt to avoid application of this Article by an owner may be punishable by criminal or civil actions.

B. If a residence is excluded from coverage by the above exclusions, the owner shall make this exclusion known to prospective tenants in marketing materials and shall prominently state the exclusion on any application materials before the owner accepts any application fees, credit check fees, or holding fees.

C. The anti-lockout prohibition contained in section 12-6-13 applies to all dwelling units in the Village that are otherwise excluded by subsections 3, 5, 6, 7, and 8 of subsection A above.

D. A landlord shall not create a rental agreement in the form of an excluded agreement to avoid the application of this article. (Ord. 21-60, 7-19-2021)

### **12-6-3: DEFINITIONS:**

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

**DWELLING UNIT:** A structure or 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 and all housing services, privileges, furnishings, and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities. A dwelling unit includes a mobile or manufactured home where the tenant has entered into rental agreement to reside in the home. Where a dwelling unit is also governed by the Mobile Home Landlord and Tenant Rights Act, 765 Illinois Compiled Statutes 745/1 et seq. (MHLTRA), this article shall augment and not replace the rights of both landlords and tenants as set out in the MHLTRA. Where there is a direct conflict between the provisions of this article and the MHLTRA, this article shall take precedence except for the following sections of the MHLTRA which shall govern: Section 6 - "Obligation of Park Owner to Offer Written Lease," 765 Illinois Compiled Statutes 745/6; Section 8 - "Renewal of Lease," 765 Illinois Compiled Statutes 745/8; and Section 9.5 - "Abandoned or Repossessed Properties," 765 Illinois Compiled Statutes 745/9.5. Section 12-6-11 of this Article ("Security Deposit") shall supersede in its entirety Section 18 of the MHLTRA ("Security Deposit; Interest"), 765 Illinois Compiled Statutes 745/18, in its entirety.

**HARASS OR HARASSING:** Knowing conduct which is not necessary to accomplish a purpose reasonable under the circumstances that would cause a reasonable person emotional distress to the tenant and does cause emotional distress to another.

**LANDLORD:** The owner, agent, lessor, sublessor, or the successor in interest of any of them of a dwelling unit or the building of which it is part.

**MOVE-IN FEE:** The fee that a landlord charges to a tenant that is reasonably related to the landlord's cost for a tenant moving into the dwelling unit including, but not limited to, additional security costs or additional trash removal.

**OWNER:** One or more persons, jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership, and a right to present use and enjoyment of the premises including a mortgagee in possession.

**OWNER-OCCUPIED:** The residential building, or at least a portion or one unit thereof, condominium, or cooperative, is occupied by the owner of the residential building as their principal residence.

**PERSON:** An individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, or any other legal or commercial entity, unless otherwise expressly excluded.

**PREMISES:** The dwelling unit, and the structure of which it is a part, facilities and appurtenances therein, and grounds, areas, and facilities held out for the use of tenants.

**RENT:** All payments to be made to the landlord under the rental agreement. When it is used as a determination of damages, and the tenant has a subsidized rent, such as a Housing Choice Voucher, "rent" shall mean the full market rent, not the tenant rent based on income.

**RENTAL AGREEMENT OR LEASE:** A written or oral agreement, and any valid rules and regulations adopted pursuant to section 12-6-8(C) embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

**SECURITY DEPOSIT:** Funds provided to a landlord to secure payment or performance of a tenant's obligations under a rental agreement, or the obligations of the tenant for its guests or pets, and the identifiable proceeds of the funds, however denominated. The term does not include rent or fees.

**TENANT:** 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.

**WRITTEN NOTICE:** Communications in writing shared as handwritten, typed, or printed documents, mailed documents, or electronically mailed or messaged documents. (Ord. 21-60, 7-19-2021)

### **12-6-4: RENTAL AGREEMENTS:**

A. When a landlord and a tenant enter into a rental agreement, that rental agreement shall comply with the requirements of this article regardless of the duration of the tenancy. A landlord and tenant may include in a rental agreement any terms and conditions that are not prohibited by this article and other rules of law, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

B. Any written rental agreement subject to this article shall contain the full names of all known occupants of the dwelling unit leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit shall in no case exceed the maximum occupancy permitted by section 404.4.1 ("Room Area") and section 404.5.1 ("Maximum Number of Occupants") of the 2009 International Property Maintenance Code as adopted by the Village pursuant to section 7-13-2 ("Amendments") of this Code, as amended.

C. Rent is to be payable at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit at the beginning of any term of one (1) month or less and, otherwise, in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.

D. Unless otherwise agreed, when a tenant pays weekly, the tenancy shall be week to week and, in all other cases, month-to-month.

E. Effect of an Unsigned or Undelivered Written Rental Agreement.

1. If the landlord and tenant have agreed to a written rental agreement, and the landlord fails to sign or deliver the written agreement to the tenant, the landlord's acceptance of rent, without reservation by the landlord, gives the rental agreement the same effect as if the landlord had signed and delivered the written rental agreement to the tenant.

2. If the landlord and tenant have agreed to a written rental agreement, and the tenant fails to sign or deliver the written agreement to the landlord, the tenant's acceptance of possession and payment of rent, without reservation, gives the rental agreement the same effect as if the tenant had signed and delivered the written rental agreement to the landlord.

3. A written rental agreement given effect by the operation of this section shall have a term of one (1) year.

F. Prohibited Provisions. A rental agreement shall not provide that the tenant or the landlord:

1. Agrees to waive or to forego rights or remedies under this article, Illinois state law, or federal law;

2. Authorizes a confession of judgment, or any entry of a judgment by a court without written notice or a trial, for any claim, including but not limited to debts, liabilities, damages, and obligations, arising out of the rental agreement;

3. Agrees to a waiver of: any written termination of tenancy notice or manner of service thereof provided under state law or this Article, summons, copy of complaint, petition, right to notice, motion, entry of appearance, or other documents from the court as established through judicial process in the manner provided by the Illinois Code of Civil Procedure, 735 Illinois Compiled Statutes 5/2-201 et seq., or any action, regardless of good cause or cost;

4. 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;

5. Agrees to the limitation of any liability of the tenant or landlord arising under law or to indemnify the tenant or landlord for that liability or the costs connected therewith;

6. Agrees to waive the right of any party to a trial by jury;

7. Agrees that in the event of a lawsuit arising out of the tenancy the tenant will pay the landlord's attorney's fees except as provided for by court rules, statute or Ordinance. This paragraph shall also apply to a mobile home owner who, as a tenant, rents a manufactured home lot in a mobile home park as the terms "tenant," "manufactured home" or "mobile home," "lot," and "mobile home park," are defined or used in the Mobile Home Landlord and Tenant Rights Act, 765 Illinois Compiled Statutes 745/1 et seq.;

8. 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;

9. Agrees that a tenant shall pay a charge, fee or penalty in excess of ten dollars (\$10.00) per month for the first one thousand dollars (\$1,000.00) in monthly rent plus five (5) percent per month for any amount in excess of one thousand dollars (\$1,000.00) in monthly rent for the late payment of rent. This paragraph shall also apply to a mobile homeowner who, as a tenant, rents a manufactured home lot in a mobile home park as the terms, "tenant", "manufactured home" or "mobile home," "lot," and "mobile home park," are defined or used in the Mobile Home Landlord and Tenant Rights Act, 765 Illinois Compiled Statutes 745/1 et seq.;

10. Agrees that a tenant shall receive a discount in excess of ten dollars (\$10.00) per month for the first one thousand dollars (\$1,000.00) in monthly rent plus five (5) percent per month for any amount in excess of one thousand dollars (\$1,000.00) in monthly rent if the tenant pays rent before a specified date or within a specified time period in the month;

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; or

12. Agrees that the landlord shall not impose a fee in excess of the reasonable cost of that expense, including, but not limited to, credit-check fees and move-in fees. A landlord shall not rename a fee or charge to avoid application of this prohibition.

G. A landlord shall not enforce a provision prohibited by section 12-6-4. If a landlord deliberately uses a rental agreement containing any provision known by the landlord to be prohibited, the tenant may recover actual damages or two (2) months' rent, whichever is greater.

H. The provisions, provided in section 12-6-4(F), apply to new rental agreements starting on or after June 1, 2021. (Ord. 21-60, 7-19-2021)

#### **12-6-5: TENANT RIGHTS:**

A. In addition to any rights provided under federal or state law, a tenant shall have the rights specified in this section under the

circumstances set forth herein.

B. Tenant Right to Disclosure of Costs:

1. The tenant shall have the right to disclosure of utility costs. A landlord shall disclose to the tenant whether the landlord or tenant bears the responsibility for payment of the cost of a utility for the dwelling unit.
2. In rental agreements in which the tenant pays the cost of a utility for a dwelling unit and is directly responsible to the utility company, the utility service shall be individually metered to the dwelling unit, and the landlord shall disclose to the tenant in the rental agreement the annual cost of service from the utility providing the primary service during the previous twelve (12) months, if known.
3. In rental agreements in which the tenant pays the cost of a utility for a dwelling unit to the landlord, the landlord shall disclose to the tenant in the rental agreement the annual cost of service from the utility providing the primary service during the previous twelve (12) months. If the landlord did not own the dwelling unit during the previous twelve (12) months or did not pay the utility costs to the utility provider on behalf of the tenant during the previous twelve (12) months, the landlord may satisfy this requirement by providing cost of service for a similar dwelling unit, if known, or disclose to the tenant that the utility costs are unknown to the landlord.
4. When the landlord charges a move-in fee, the landlord shall provide the tenant with an itemized list of the landlord's reasonable estimate of the costs that comprise the move-in fee and shall not charge the tenant moving into the premises for costs associated with routine maintenance and the upkeep of the premises.

C. Tenant Right to Dwelling that Materially Complies with Habitability:

1. A tenant shall have the right to a dwelling that materially complies with habitability and shall have the right to a remedy when the property is not in material compliance with habitability standards.
2. The landlord tenant may use the 2009 International Property Maintenance Code as adopted by the Village pursuant to section 7-13-1 ("Adoption") of this Code and as amended pursuant to section 7-13-2 ("Amendments") of this Code as a reference for determining habitability standards.
3. Habitability standards shall include, but are not limited to, any of the following circumstances:
  - a. Floors with structural integrity, in sound condition, and maintained in good repair, with the safe load-bearing requirements;
  - b. Buildings, structure, and parts of buildings with structural integrity, in sound condition, and maintained in good repair;
  - c. Appropriate number, width, construction, location, and accessibility of exits, stairway, fire escape or directional signs with structural integrity, in sound condition, and maintained in good repair;
  - d. Appropriate number, location and accessibility of smoke alarms, smoke detectors, sprinkler systems, standpipe systems, fire alarm systems, automatic fire detectors, and fire extinguishers;
  - e. Elevators with structural integrity, in sound condition, and maintained in good repair;
  - f. Flush toilet, bathroom sink, bathtub or shower, and kitchen sink with structural integrity, in sound condition, and maintained in good repair;
  - g. Heating facilities and gas-fired appliances with structural integrity, in sound condition, and maintained in good repair;
  - h. Adequate heat, cold water, and hot water in such amounts and at such levels and times as required by the local, municipal, County or state code;
  - i. Adequate hall or stairway lighting with structural integrity, in sound condition, and maintained in good repair;
  - j. Foundation, exterior walls, and exterior roof with structural integrity, in sound condition, maintained in good repair, and substantially watertight and protected against rodents;
  - k. Floors, interior walls and ceilings with structural integrity, in sound condition, and maintained in good repair;
  - l. Windows, exterior doors, and basement hatchways with structural integrity, in sound condition, maintained in good repair and substantially tight with locks or security devices, including dead latch locks, deadbolt locks, sash and ventilation locks and front door windows or peepholes;
  - m. Screens with structural integrity, in sound condition, and maintained in good repair;
  - n. Stairways or porches with structural integrity, in sound condition, and maintained in good repair;
  - o. Basement and cellar with structural integrity, in sound condition, maintained in good repair, and in a safe and sanitary condition;
  - p. Facilities, equipment and chimneys in safe condition with structural integrity, maintained in good repair, and in sound working condition;
  - q. Prevention against the accumulation of stagnant water;
  - r. Extermination of insects, rodents and other pests;
  - s. Adequate facilities for refuse disposal;
  - t. Prevention against the accumulation of garbage, trash, refuse, or debris;

- u. Adequate light and ventilation with structural integrity, in sound condition, and maintained in good repair;
- v. Plumbing facilities, piping, fixtures, appurtenances, and appliances with structural integrity, in good operating condition and maintained in sound repair;
- w. Electrical systems, circuits, receptacles, and devices with structural integrity, in sound condition, and maintained in good repair;
- x. Any other equipment that the landlord agrees to or is required to supply, by any applicable law, with structural integrity, in sound operating condition, and maintained in good repair; and
- y. A dwelling unit and common areas in a fit and habitable condition and in compliance with all applicable local, municipal, state, and federal regulations and guidance.

D. Tenant right to adequate heat. A tenant's right to adequate heat shall be governed by section 602.3 ("Heat Supply") of the 2009 International Property Maintenance Code, as adopted by the Village pursuant to section 7-13-2 ("Amendments") of this Code, as amended.

E. Tenant Right to Exclusive Possession and to be Free from Unlawful Entry.

1. If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the rental agreement, rent abates until the landlord delivers possession and the tenant may:

- a. Upon written notice to the landlord, terminate the rental agreement and, upon termination, the landlord shall return within forty-eight (48) hours all security deposits; or
- b. Demand performance of the rental agreement and, if the tenant elects, the tenant may maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by the tenant.

2. An aggrieved person may recover from the person withholding possession an amount not more than two (2) months' rent or twice the actual damages sustained by them, whichever is greater, and reasonable attorney's fees.

3. If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated 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. In each case, the tenant may recover an amount equal to not more than two (2) months' rent or twice the damages sustained by them, whichever is greater, and reasonable attorney's fees.

F. One-time Tenant Right to Pay and Stay. At any time prior to the issuance of any order of possession or eviction order made pursuant to Article IX ("Eviction") of the Illinois Code of Civil Procedure, 735 Illinois Compiled Statutes 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 non-payment 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 pays, then the Court shall vacate any order of possession or eviction order and dismiss the case. If the landlord refuses to provide a total amount due, the tenant may cure by making a good faith payment of the amount that the tenant believes to be due. (Ord. 21-60, 7-19-2021)

**12-6-6: TENANT REMEDIES:**

A. Tenant Remedy of Withholding Rent: If the landlord is not in material compliance with the rental agreement or with section 12-6-5, the tenant may deliver a written notice to the landlord specifying the items of material noncompliance. The tenant may deliver this written notice at any time of month. The written notice shall indicate that the tenant will withhold rent on the next rent payment date if the landlord has not remedied the material noncompliance within fourteen (14) days after receipt of written notice. The tenant may withhold an amount of rent that reasonably reflects the reduced value of the premises. The tenant may not withhold for a condition 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.

B. Tenant remedy of terminating lease: If the landlord is not in material compliance with the rental agreement or with section 12-6-5, the tenant may deliver a written notice to the landlord specifying the items of material noncompliance. The tenant may deliver this written notice at any time of month. The written notice shall indicate that the tenant will terminate the rental agreement and vacate the property if the landlord has not remedied the material noncompliance within fourteen (14) days after receipt of written notice. The tenant may not terminate for a condition 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. If the tenant does not vacate the property within one (1) month after the expiration of the fourteen (14)-day period or the end of the next rental period, whichever is longer, then the tenant's written notice shall be deemed withdrawn and the rental agreement shall remain in full force and effect. If the rental agreement is terminated, the landlord shall return the security deposit immediately upon the tenant tendering possession.

C. Tenant remedy of right to file affirmative action: If the landlord is not in material compliance with the rental agreement or with section 12-6-5 the tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord with the rental agreement or with section 12-6-5. The landlord shall have an affirmative defense to this action that the condition was caused by a 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.

D. Tenant Remedy for Denial of Essential Services:

1. If the landlord fails to supply heat, running water, hot water, electricity, gas, or plumbing that the rental agreement requires the landlord to provide, or internet access if the rental agreement requires the landlord to provide, the tenant shall deliver a written notice to the landlord specifying the service to be restored. If the landlord fails to correct the condition within twenty-four (24) hours after being notified by the tenant, the tenant may:

- a. Withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises due to the material

noncompliance or failure; or

- b. Procure reasonable amounts of heat, running water, hot water, electricity, gas or plumbing service and, upon presentation to the landlord of paid receipts, deduct the cost from their rent; or
- c. Recover damages based upon the diminution in the fair rental value of the dwelling unit and reasonable attorney fees; or
- d. Procure substitute housing, in which case the tenant is excused from paying rent for the period of noncompliance. The tenant may recover the cost of reasonable value of the substitute housing up to an amount equal to the monthly rent and reasonable fees.

2. In addition, the tenant may terminate the rental agreement by written notice to the landlord if the landlord fails to supply heat, running water, hot water, electricity, gas, or plumbing that the rental agreement requires the landlord to provide, or internet access if the rental agreement requires the landlord to provide, for more than seventy-two (72) hours after the tenant has notified the landlord. If the rental agreement is terminated, the landlord shall return all security deposits thereon and the tenant shall deliver possession of the dwelling unit to the landlord within thirty (30) days after the expiration of the seventy-two (72) hour time period specified in the written notice or the end of the next rental period, whichever is longer. The landlord shall return the security deposit immediately upon the tenant delivering possession. If the tenant does not vacate the property within thirty (30) days after the notification of termination or the end of the next rental period, whichever is longer, then the tenant's written notice shall be deemed withdrawn and the rental agreement shall remain in full force and effect.

3. The tenant may not exercise their rights under section 12-6-6(D) if the condition was caused by the inability of a utility supplier, or internet provider to provide service, unless the landlord caused the inability of the utility supplier, or 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. Tenant Remedies in the Event of Fire or Casualty:

1. If the dwelling unit or premises 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 12-6-5(C), the tenant may immediately vacate the premises and notify the landlord in writing within fourteen (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 fire or casualty.

2. If continued occupancy is lawful, the tenant may 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 diminution in the fair rental value of the dwelling unit.

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, the tenant may notify the landlord in writing within fourteen (14) days after the tenant becomes aware that 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.

4. If the rental agreement is terminated, the landlord shall return all security deposit within forty-eight (48) hours. When the landlord accounts for rent after the tenant has terminated the rental agreement, the landlord shall not charge rent to the tenant for any date after the date of the fire or casualty.

5. A tenant may not exercise remedies in this section if the fire or casualty damage 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.

#### F. Tenant Remedy of Withholding Rent to Undertake Minor Repairs:

1. If the landlord is not in material compliance with the rental agreement or with section 12-6-5 and the reasonable cost of compliance does not exceed five hundred dollars (\$500.00) or one-half month's rent, whichever amount is greater, the tenant may notify the landlord in writing that, if the landlord does not remedy the condition within fourteen (14) days of receipt of the written notice or as promptly as conditions require in case of emergency, the tenant will correct the condition and withhold the cost of the repair from the tenant's next rent payment. The tenant shall have work done in a worker-like manner. The tenant shall submit to the landlord a paid bill from an appropriate tradesperson or supplier at the same time as deducting the amount from their rent. The tenant may not expend or deduct more than the amount specified in this section.

2. A tenant shall not repair at the landlord's expense or deduct rent 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 permission.

3. Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other affected tenants of their plans and so arrange the work as to create the least practicable inconvenience to the other tenants. (Ord. 21-60, 7-19-2021)

### **12-6-7: TENANT OBLIGATIONS:**

The Tenant Shall:

- A. Comply with all obligations imposed upon tenants by provisions of the codes applicable to the dwelling unit;
- B. Keep the part of the premises that they occupy and use as safe as the condition of the premises permits;
- C. Dispose from their dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
- D. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- E. Use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, in the premises;

- F. Not deliberately destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so;
- G. Conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment of premises; and
- H. Unless otherwise agreed, only occupy their dwelling unit as a dwelling unit. (Ord. 21-60, 7-19-2021)

**12-6-8: LANDLORD RIGHTS:**

A. In addition to any rights provided under federal and state law, a landlord shall have the rights specified in this section under the circumstances herein set forth.

B. Landlord Rights of Entry and Restrictions Thereto:

1. A tenant shall not unreasonably withhold consent to allow the landlord to enter the dwelling unit to:
  - a. Inspect the premises or conduct inspections authorized or required by any government agency;
  - b. Make necessary or agreed repairs, decorations, alterations or improvements, including where such work elsewhere in the building requires such access;
  - c. Supply necessary or agreed upon services;
  - d. Exhibit the dwelling unit to prospective or actual purchasers, mortgagees, workmen or contractors;
  - e. Exhibit the dwelling unit to prospective tenants 60 days or less prior to the expiration of the existing rental agreement; or
  - f. Determine a tenant's compliance with provisions in the rental agreement.
2. The landlord may only enter at reasonable times, except in case of an emergency. An entry between eight o'clock (8:00) a.m. and eight o'clock (8:00) p.m. or at any other time expressly requested by the tenant shall be presumed reasonable.
  - a. A landlord may enter the dwelling unit without consent of the tenant in case of an emergency.
  - b. The landlord shall not abuse the right of access or use it to harass the tenant.
  - c. Except in cases of an emergency, the landlord shall give the tenant at least two (2) days' written notice of their intent to enter. The landlord shall provide this written notice directly to each dwelling unit by mail, telephone, or written notice or by other reasonable means designed in good faith to provide written notice to the tenant. If access is required because of repair work for common facilities or multiple apartments, a general written notice may be given by the landlord to all potentially affected tenants that entry may be required. In cases where access is authorized due to an emergency the landlord shall give the tenant written notice of entry within two (2) days after such entry.
  - d. If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover damages and reasonable attorney's fees.
  - e. If the landlord makes an unlawful entry, or entry in an unreasonable manner, or repeated unreasonable demands for entry, 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. In each case, the tenant may recover an amount equal to one (1) month's rent or twice the damages sustained, whichever is greater, and reasonable attorney fees.

C. Landlord Right to Adopt Rules and Regulations:

1. The landlord may adopt general rules or regulations concerning the tenant's use and occupancy of the premises. Rules and regulations are enforceable only if in writing and if they are:
  - a. Made to promote the convenience, safety, and welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities among tenants;
  - b. Reasonably related to the purpose for which they are adopted;
  - c. Applied to all tenants in the premises in a fair manner;
  - d. Sufficiently clear to inform the tenant of what they must or must not do to comply;
  - e. Not for the purpose of evading the obligations of the landlord; and
  - f. Not for the purpose of preventing tenants to assemble or otherwise communicate amongst each other about the premises.
2. A rule or regulation adopted after the tenant enters into the rental agreement that substantially modifies the rental agreement is not enforceable unless the tenant consents in writing. (Ord. 21-60, 7-19-2021)

**12-6-9: LANDLORD REMEDIES:**

A. The landlord shall have the following remedies when the tenant fails to pay rent:

1. If the tenant is not in material compliance with the obligation to pay rent, the landlord may deliver to the tenant a written notice of the landlord's intention to terminate the rental agreement. The landlord shall serve the written notice in compliance with state law. If the tenant does not materially comply with the written notice within five (5) days of receipt, the landlord may file an eviction action to terminate the rental agreement.
2. 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.
3. A landlord may also maintain an action for rent and/or damages without terminating the rental agreement.

B. The landlord shall have the following remedies when the tenant is not in material compliance with the rental agreement or the obligations in section 12-6-7.

1. If the landlord alleges that the tenant is not in material compliance with a rental agreement or the obligations in section 12-6-10, the landlord may deliver written notice to the tenant specifying the acts and omissions constituting the alleged breach. The landlord shall serve the written notice in compliance with state law. The written notice may provide that the rental agreement will terminate upon a date no less than 10 days after the date of the written notice. The tenant shall have the amount of time specified in the written notice to remedy any alleged breach by the tenant prior to the date of termination. If the breach is not remedied, the landlord may file an eviction to terminate the rental agreement, as provided in the written notice. The landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement or the obligations in section 12-6-10. If the landlord does not file an eviction action within thirty (30) days after the notification of termination or the end of the next rental period, whichever is longer, then the landlord's written notice shall be deemed withdrawn and the rental agreement shall remain in full force and effect.

2. The landlord has the right to determine abandonment of the dwelling unit and dispose of property. The landlord may determine that the tenant has abandoned the property in the following circumstances:

a. The tenant has provided actual written notice to the landlord indicating the tenant's intention not to return to the dwelling unit.

b. All persons entitled under a rental agreement have been absent from the dwelling unit for a period of thirty-two (32) days, or for one rental period when the rental agreement is for less than a month, and such persons have removed their personal property from the premises and rent for that period is unpaid. However, if any person entitled to occupancy provides the landlord with written notice indicating that a tenant intends to occupy the dwelling unit and make full payments of all amounts due to the landlord, then the landlord may not determine that the tenant has abandoned the property.

c. If the tenant abandons the dwelling unit, the landlord shall make a good faith effort to rent it at a fair rental value. This shall include the acceptance of reasonable subleases. If the landlord succeeds in renting the dwelling unit at a fair rental value, the tenant shall only be liable for the amount by which the rent due from the date of abandonment to the termination of the initial rental agreement exceeds the fair rental value subsequently received by the landlord from the date of abandonment to the termination of the initial rental agreement. If the landlord makes a good faith effort to rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. The tenant shall also be liable for reasonable advertising and redecoration costs incurred by the landlord in re-renting the dwelling unit.

d. Unless otherwise agreed, if, upon termination of a tenancy including, but not limited to, a termination after expiration of a lease or by surrender or abandonment of the premises, a tenant has left personal property on the premises, and the landlord reasonably believes that the tenant has abandoned such personal property, the landlord may dispose of the property according to the following procedures.

(1) If the landlord in good faith reasonably determines that the tenant has left personal property that is valueless or of such little value that the cost of storing and conducting a sale would probably exceed the amount that would be realized from such a sale, the landlord shall retain the property either in the dwelling unit or remove and store the abandoned property from the dwelling unit and may dispose of the property after seven (7) days. The landlord shall not be required to provide written notice to the tenant of its intent to dispose of property pursuant to this subsection.

(2) If the landlord in good faith reasonably determines that the tenant has left personal property that has value, the landlord shall notify the tenant in writing of their demand that the tenant remove the property within dates set forth in the written notice, but no less than seven (7) days after delivery of the written notice. The landlord may deliver this written notice by posting it in a prominent location inside the dwelling unit or on the front door of the dwelling unit or by electronic means if the parties had previously communicated electronically.

(3) If the tenant does not remove the property within the time specified, the landlord may sell the property at a public sale or at a commercially reasonable private sale. The landlord may retain the proceeds of the sale to recover any rent owed by the tenant to the landlord. If the proceeds, less reasonable costs incurred by such sale or storage, exceed any rent owed to the landlord, the landlord shall retain the proceeds for one (1) year. If the tenant does not claim the proceeds within one (1) year, the proceeds shall be the property of the landlord.

e. At any time that the landlord is storing property pursuant to Sec. 12-6-9, the landlord shall exercise reasonable care of the property, but shall not be responsible to the tenant for any loss except for damage caused by the landlord's deliberate or negligent act or omission. The landlord may elect to store the property in or about the previously vacated premises. The landlord shall be entitled to the cost of storage for the period of time that the property has remained in their safekeeping. In such case the storage shall not exceed commercially reasonable storage rates. If the tenant's property is removed to a commercial storage company, the storage cost shall include the actual charge for such storage and removal from the premises to the place of storage.

f. If the tenant timely responds in writing of their intention to remove the personal property from the premises and does not do so within the time period in the landlord's written notice or a mutually agreeable date (whichever is later), it shall be conclusively presumed that they have abandoned such property.

C. The Landlord Right to Rent and Process Renewals of the Tenancy:

1. Termination of Tenancy:

a. If the landlord accepts rent, including holding payment, knowing that it alleges a lease violation, including a default in the payment of rent by the tenant, the landlord waives the right to terminate the rental agreement for that breach.

b. If the rental agreement is terminated, the landlord may make a claim for possession or for rent and a separate claim for damages for breach of the rental agreement.

2. Nonrenewal of Tenancy:

a. No tenant shall be required to renew a rental agreement more than sixty (60) days prior to the termination date of the rental agreement. If the landlord violates this subsection, the tenant shall recover one (1) month's rent or actual damages, whichever is greater.

b. The landlord shall notify the tenant in writing at least sixty (60) days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a month-to-month tenancy or not renew an existing rental agreement. If the landlord fails to give required written notice, the tenant may remain in the dwelling unit for up to one hundred and twenty (120) days after the date on which such required written notice is given to the tenant, regardless of the date specified in the existing rental agreement. During such occupancy, the terms and conditions of the tenancy shall be the same as the terms and conditions during the last month of tenancy. (Ord. 21-60, 7-19-2021)

**12-6-10: LANDLORD OBLIGATIONS:**

A. The landlord shall maintain the premises in compliance with all applicable provisions of any this Code, including any and all applicable building codes, and section 12-6-5(C) and shall promptly make any and all repairs to fulfill this obligation.

B. The landlord and tenant of any dwelling unit may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

1. The agreement of the parties is entered into in good faith and not for the purpose of evading obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration; and

2. The agreement does not diminish or affect the obligation of the landlord to other tenants on the premises.

C. The Landlord Obligation to Provide a Written Notice Concerning Habitability:

1. 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 their behalf, shall disclose to the tenant in writing:

a. Any code violations which have been cited by the municipality or other oversight body during the previous twelve (12) months for the dwelling unit and common areas and provide written notice of the pendency of any code enforcement litigation or administrative hearing. The written notice shall provide the case number of the litigation and/or the identification number of the administrative hearing proceeding and a listing of any code violations cited;

b. Any notice of intent by the municipality 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 being terminated, the intended date of termination, and whether the termination will affect the dwelling unit, common areas or both.

2. If the landlord fails to comply with section 12-6-10(C), the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than thirty (30) days from the date of written notice. In addition, if a tenant, in a civil legal proceeding against an owner or landlord, establishes that the landlord has violated this section, the tenant shall be entitled to recover one (1) month's rent or actual damages, whichever is greater, and reasonable attorney's fees.

D. The landlord has an obligation to maintain the premises free from bed bugs.

1. Landlords subject to this section must provide to all prospective and current lessees with a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on bed bug prevention, detection and control.

2. In any rental dwelling unit in which an infestation of bed bugs is found or reasonably suspected, it is the responsibility of the landlord to:

a. Provide pest control services by a pest management professional until such time that no evidence of bed bugs can be found and verified;

b. Maintain a written record of the pest control measures performed by the pest management professional on the rental dwelling unit. The record shall include reports and receipts prepared by the pest management professional. The record shall be maintained for three (3) years and shall be open to inspection by authorized city personnel, including but not limited to employees of the departments of health and buildings.

3. In any multiple rental dwelling unit building in which an infestation of bed bugs is found or reasonably suspected, it is the responsibility of the landlord to:

a. Provide pest control services by a pest management professional until such time that no evidence of bed bugs can be found and verified within the building or portion thereof, including the individual rental dwelling units;

b. Maintain a written record of the pest control measures performed by pest management professional on the building. The record shall include reports and receipts prepared by the pest management professional. The record shall be maintained for three (3) years and shall be open to inspection by authorized city personnel, including, but not limited to, employees of the departments of health and buildings.

4. A landlord shall provide the pest control services within ten (10) days after:

a. A bed bug is found or reasonably suspected anywhere on the premises;

b. Being notified in writing by a tenant of a known or reasonably suspected bed bug infestation on the premises or in the tenant's rental dwelling unit.

5. The extermination of bed bugs shall be by inspection, and if necessary, the treatment of the dwelling unit on either side of the affected dwelling unit and the dwelling unit directly above and below the affected dwelling unit. This pattern of inspection and

treatment shall be continued until no further infestation is detected.

6. The tenant shall notify the landlord in writing of any bed bug detection within forty-eight (48) hours of noticing the presence of any bed bugs.

7. If the landlord fails to notify the tenant of the intention to comply with section 12-6-10(D) after receipt of written notice, the tenant may terminate the rental agreement by written notice. However, the tenant may exercise the right to terminate the rental agreement only if the tenant first gives the landlord written notice of the landlord's breach of this section and the landlord does not remedy the breach within two (2) business days after the tenant delivered the written notice of breach. The written notice that the tenant intends to terminate the rental agreement shall specify the date of termination no later than thirty (30) days from the date of written notice. The written notices required by this section may be delivered electronically if the parties have previously communicated electronically. In addition, if a tenant in a civil legal proceeding against an owner or landlord establishes that a violation of this section has occurred, they shall be entitled to recover one (1) month's rent or actual damages, whichever is greater, and reasonable attorney's fees. The tenant shall not have this remedy if the tenant unreasonably refused to cooperate with or unreasonably delayed the extermination process.

E. The landlord has an obligation to disclose lead hazards.

1. The landlord must follow all applicable municipal, state and federal regulations regarding lead poisoning and must specifically:

a. Provide all prospective and current lessees with a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on lead-based paint disclosure; and

b. Disclose any known lead hazards.

2. If the landlord fails to comply with section 12-6-10(E) after receipt of written notice, the tenant shall recover one (1) month's rent or actual damages, whichever is greater, and reasonable attorney fees.

F. The landlord has an obligation to disclose information about ownership, management and agents.

1. The landlord or any person authorized to enter into a rental agreement on their behalf shall disclose to the tenant in writing, on or before the commencement of tenancy, the name, address, and telephone number of:

a. The owner or person authorized to manage the premises;

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

2. A person who fails to comply with section 12-6-10(F) becomes an agent of each person who is a landlord for the purpose of:

a. Service of process and receiving of notices and demands;

b. Performing the obligations of the landlord under this Article and under the rental agreement and expending or making available for that purpose all rent collected from the premises.

3. The information required to be furnished by this section shall be kept current.

4. This section extends to any successor landlord, owner or manager.

5. If the landlord fails to comply with section 12-6-10(F) after receipt of written notice, the tenant may terminate the rental agreement by written notice. However, the tenant may exercise the right to terminate the rental agreement only if the tenant first gives the landlord written notice of the landlord's breach of this section and the landlord does not remedy the breach within two (2) business days after the tenant delivered the written notice of breach. The written notice that the tenant intends to terminate the rental agreement shall specify the date of termination no later than thirty (30) days from the date of written notice. The written notices required by this section may be delivered electronically if the parties have previously communicated electronically. In addition, if a tenant in a civil legal proceeding against an owner or landlord establishes that a violation of this section has occurred, they shall be entitled to recover two hundred dollars (\$200.00) in damages in addition to any other damages, attorney's fees, or remedies that the tenant may also be entitled.

G. The landlord has an obligation to disclose foreclosure.

1. Within seven (7) days of being served a foreclosure complaint, an owner or landlord of a premises that is subject to 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 a 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.

2. Before a tenant initially enters into a rental agreement for a dwelling unit, the owner or landlord shall also disclose, in writing, that they are named in a foreclosure complaint.

3. The written disclosure shall include the court in which the foreclosure action is pending, the case name, case number and shall include the following language:

"This is not a notice to vacate the premises. This notice does not mean ownership of the building has changed. All tenants are still responsible for payment of rent and other obligations under the rental agreement. The owner or landlord is still responsible for their obligations under the rental agreement. You shall receive additional notice if there is change in owner."

4. If the owner or landlord fails to comply with section 12-6-10(G), the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than thirty (30) days from the date of written notice. In addition, if a tenant in a civil legal proceeding against an owner or landlord establishes that a violation of this section has occurred, they shall

be entitled to recover two hundred dollars (\$200) in damages in addition to any other damages, attorney's fees or remedies to which the tenant may also be entitled.

H. Limitation of Liability:

1. Unless otherwise agreed upon, a landlord who sells the premises is relieved of liability under the agreement and this Article for events occurring after the conveyance and occurring subsequent to written notice to the tenant of the sale.

2. Unless otherwise agreed, the manager of the premises is relieved of liability under the rental agreement and this Article for events occurring after written notice to the tenant of the termination of their management.

I. The landlord shall provide a summary attachment of the Oak Park Residential Tenant Landlord Ordinance as set forth in section 12-6-14. If the landlord fails to comply with section 12-6-10(I), the tenant may terminate the rental agreement by written notice. However, the tenant may exercise the right to terminate the rental agreement only if the tenant first gives the landlord a written notice of the landlord's breach of this section and that also provides notice that the landlord must remedy the breach within two (2) business days after the tenant delivered the written notice of breach. The written notice that the tenant intends to terminate the rental agreement shall specify the date of termination no later than thirty (30) days from the date of written notice. The written notices required by this section may be delivered electronically if the parties have previously communicated electronically. In addition, if a tenant in a civil legal proceeding against an owner or landlord establishes that the landlord has violated this section and failed to remedy the breach within two (2) business days from the date the tenant delivered written notice of the breach, the tenant shall be entitled to recover two hundred dollars (\$200.00) in damages in addition to any other damages, attorney's fees, or remedies that the tenant may also be entitled. (Ord. 21-60, 7-19-2021)

**12-6-11: SECURITY DEPOSIT:**

A. A landlord may not demand or receive a security deposit in an amount in excess of one and one-half months' rent. A landlord may not avoid the coverage of this subsection by labeling the fee or charge as anything other than a security deposit.

B. A tenant shall pay the landlord, at the time the tenant moves into the premises or at any other time mutually agreed upon by the parties, the amount of the security required by the landlord. Any portion in excess of one (1) month's rent, at the election of the tenant, shall be paid either at the time the tenant pays the initial security deposit, or shall be paid in no more than six (6) equal installments no later than six (6) months after the effective date of the lease.

C. Upon termination of the tenancy, property or money held by the landlord as a security deposit shall be returned to the tenant within 30 days after the tenant has vacated their dwelling, provided that the landlord or successor landlord may deduct from the security deposit for the following:

1. Any unpaid rent that has not been validly withheld or deducted pursuant to state or federal law or this Code and any courts costs (but not attorney's fees) awarded by a court in a case that has not been subsequently settled;

2. Any reasonable amount necessary to repair any damage caused to the premises by the tenant, or any person under the tenant's control or on the premises with the tenant's consent, reasonable wear and tear excluded. In the case of such damage, the landlord shall deliver or mail to the last known address of the tenant, within thirty (30) days, an itemized statement of the damages allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching copies of the paid receipts for the repair or replacement. If estimated cost is given, the landlord shall furnish the tenant with copies of paid receipts, or a certification of actual costs of repairs of damage if the work was performed by the landlord's employees, within thirty (30) days from the date the statement showing estimated costs was furnished to the tenant.

D. A landlord shall hold all security deposits in a federally insured account in a bank, savings and loan association, or other financial institution located in the state of Illinois. A security deposit 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 a creditor of the landlord or of the landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy.

E. Notwithstanding this section, a landlord may accept the payment of the first month's rent and security deposit in one check or one electronic funds transfer and deposit the check or electronic funds transfer into one account if, within seven (7) business days of acceptance of the check or electronic funds transfer, the landlord transfers the amount of the security deposit into a separate account that complies with this section.

F. The landlord shall clearly and conspicuously disclose the name of the financial institution where the landlord has deposited the security deposit in the written rental agreement signed by the tenant.

G. If, during the pendency of the rental agreement, the landlord transfers the security deposit from one financial institution to another, the landlord shall notify the tenant in writing of the name of the new financial institution within fourteen (14) days of the transfer or within a reasonable time, given all circumstances.

H. Any landlord who receives a security deposit from a tenant shall give 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 a 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 the security deposit.

I. Upon payment of the security deposit by means of an electronic funds transfer, the landlord shall give the tenant a receipt that complies with this section, or an electronic receipt that complies with this section, or an electronic receipt that acknowledges the receipt of the security deposit, a description of the dwelling unit, and an electronic or digital signature of the person receiving the deposit.

J. If a landlord, who has received a security deposit, sells, leases or transfers ownership or otherwise transfers control or other direct or indirect disposition of residential real property, the successor landlord of this property shall be liable to that tenant for any security deposit which has been paid to the transferor.

K. The transferor shall remain jointly and severally liable with the successor landlord to the tenant for such security deposit unless and until this transferor transfers the security deposit to the successor landlord and provides written notice to the tenant of the transfer, specifying the name, business address and business telephone number of the successor landlord or their agent within ten (10) days of the transfer.

L. Within fourteen (14) days from the date of the transfer, the successor landlord shall notify the tenant, in writing, that the security deposit was transferred to the successor landlord and that the successor landlord is holding the security deposit. This written notice shall also contain the name, business address and business telephone number of the successor landlord or their agent.

M. If the landlord fails to comply, the tenant shall have a right to seek damages.

1. If the landlord fails to comply with section 12-6-11(A), 12-6-11(B), 12-6-11(C), the tenant shall be awarded damages in an amount equal to two times the security deposit and reasonable attorney's fees. This section does not preclude the landlord or tenant from recovering other damages to which they may be entitled under this Article.

2. If the landlord fails to comply with one or more of the disclosure requirements as set forth in sections 12-6-11(D) through 12-6-11(L), the tenant may notify the landlord of the landlord's failure to comply with this section by written notice. Within two (2) business days after the receipt of the tenant's written notice, the landlord shall remedy and provide the disclosures as described in those sections. The written notices required by this section may be delivered electronically if the parties have previously communicated electronically. The written notice from the tenant to the landlord must include that there has been a breach of the rental agreement and that the landlord must remedy the breach within two (2) business days after the tenant delivered the written notice or face damages. If the landlord fails to remedy within two (2) business days, the tenant shall be awarded damages in an amount equal to two times the security deposit and reasonable attorney fees. This section does not preclude the landlord or tenant from recovering other damages to which they may be entitled under this Article. (Ord. 21-60, 7-19-2021)

### **12-6-12: RETALIATORY CONDUCT:**

A. Except as provided for in this section, a landlord may not retaliate by increasing rent or decreasing services, or by bringing or threatening to bring action for possession, or by refusing to renew a rental agreement because the tenant has in good faith:

1. Complained of code violations to a governmental agency, including the Village, elected representative, or public official charged with responsibility for enforcement of a building, housing, health, or similar code;

2. Complained of a building, housing, health, or similar code violation or an illegal landlord practice to a community organization or the news media;

3. Sought the assistance of a community organization, including a legal aid organization, or the news media to remedy a code violation or illegal landlord practice;

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

5. Organized or becomes a member of a tenant union or similar organization;

6. Testified in any court or administrative proceeding concerning the condition of the premises; or

7. Exercised any right or remedy provided by law.

B. If the landlord violates section 12-6-12, the tenant has a cause of action against the landlord or a defense in any retaliatory action against them and is entitled to the following remedies:

1. If the landlord attempts to terminate the rental agreement, the tenant may retain possession by raising this section as a defense. If the tenant prevails on this defense, the tenant shall recover an amount equal to not more than two (2) months' rent or twice the damages sustained by the tenant, whichever shall be greater, and reasonable attorney's fees.

2. The tenant may terminate the rental agreement and vacate the property by giving the landlord written notice of the tenant's intent to terminate the rental agreement. If the tenant does not vacate the property within one (1) month after giving written notice, or the end of the next rental period, whichever is longer, then the tenant's written notice shall be deemed withdrawn and the rental agreement shall remain in full force and effect. If the rental agreement is terminated, the landlord shall return the security deposit within three (3) days after the tenant tenders possession.

3. If the tenant files a cause of action against the landlord, the tenant shall recover an amount equal to not more than two (2) months' rent or twice the damages sustained by the tenant, whichever is greater, and reasonable attorney's fees.

C. In an action by or against the tenant, if the tenant presents evidence of a complaint within one (1) year prior to the alleged act of retaliation, the court shall presume that the landlord's conduct is retaliatory. The landlord may rebut the presumption of retaliation by proving a legitimate, non-retaliatory basis for the conduct.

D. The presumption shall not arise if the tenant made the complaint after written notice of a proposed rent increase.

E. A landlord's behavior shall not be considered retaliatory if any code violation was caused primarily by the lack of care of the tenant, a member of the tenant's family or other person on the premises with the tenant's consent. (Ord. 21-60, 7-19-2021)

### **12-6-13: PROHIBITION AGAINST LOCKOUTS:**

A. The landlord, or any person acting at the direction of the landlord, shall not oust or dispossess, or threaten or attempt to oust or dispossess, any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any entrance into said dwelling unit; or by removing any door or window from said dwelling unit; or by interfering with the services to the dwelling unit, including but not limited to electricity, gas, hot or cold water, plumbing, heat, telephone service, or internet; or by removing a tenant's personal property from said dwelling unit; or by the removal or incapacitating of appliances or fixtures, except for the purpose of making necessary repairs; or by the use or threat of force, violence or injury to a

tenant's person or property; or by any act rendering a dwelling unit or any part thereof, or any personal property located therein, inaccessible or uninhabitable. The foregoing shall not apply where:

1. A landlord acts in compliance with the eviction laws of Illinois pertaining to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict a tenant or their personal property; or

2. A landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or

3. The landlord acts in compliance with the laws of Illinois pertaining to distress for rent, including, but not limited to section 9-301 et seq. ("Distress for Rent") of the Illinois Code of Civil Procedure, 735 Illinois Compiled Statutes 5/9-301 et. seq., for the removal of personal property; or

4. The tenant has abandoned the dwelling unit, as prescribed in section 12-6-9(B)(2).

B. If a tenant, in a civil legal proceeding against the landlord, establishes that the landlord has violated section 12-6-13, the tenant shall be entitled to recover possession of the dwelling unit and personal property. In addition, the tenant shall recover an amount equal to not more than two (2) months' rent or twice the actual damages sustained by the tenant, whichever is greater, and reasonable attorney's fees. (Ord. 21-60, 7-19-2021)

**12-6-14: SUMMARY ATTACHMENT TO RENTAL AGREEMENT:**

A. The Village shall provide a summary of this article, describing the respective rights, obligations, and remedies of landlords and tenants hereunder and shall make such summary available for public inspection and copying. A copy of such summary will be made available in multiple languages on the Village's website. A copy of such summary shall be attached to each written rental agreement when such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for rental or renewal thereof.

B. If the landlord acts in violation of this section, the tenant may terminate the rental agreement by written notice as set forth in the section 12-6-10(I). (Ord. 21-60, 7-19-2021)

**12-6-15: RIGHTS AND REMEDIES UNDER OTHER LAWS:**

To the extent that this article provides no rights or remedies in a circumstance, the rights and remedies available to landlords and tenants under the laws of the State of Illinois or other applicable law, including a provision of this Code, shall remain applicable. (Ord. 21-60, 7-19-2021)

**12-6-16: ENFORCEMENT:**

In addition to any other remedy or penalty set forth in this article, any person found to be in violation of a provision of this article shall be subject to a fine in accordance with section 1-1-5 of this Code. Each day that a violation continues to occur shall constitute a separate and distinct offense. (Ord. 21-60, 7-19-2021)