

Don't Get Stuffed By Your Landlord — Know Your Security Deposit Rights

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Those of us who rent in Chicago seem to be moving constantly. Whenever I've moved, I've been stressed for what seems to be months. There's so much to do: packing, getting a truck, walking up and down all those stairs a hundred times, making six trips to the Salvation Army to give old stuff away — the list goes on. And, inevitably, I've been stressed about getting my security deposit back. After all, I've already put one down at my new place and I don't like the feeling of being out two security deposits at once. Fortunately, I've never had a real problem getting mine back yet. But I know that many of my fellow Chicago renters haven't been so lucky.

If you're a renter in Chicago, you've got a lot of tools under the law on your side to get your security deposit back, and it is important to know your rights under the [Chicago Residential Landlord-Tenant Ordinance](#). We will be discussing many of your rights under the Landlord-Tenant Ordinance in the coming months, but our focus today is on the security deposit return provision of the ordinance.

The security deposit return provision provides in clear terms that: “the landlord shall, within 45 days after the date that the tenant vacates the dwelling unit [or within 7 days in limited circumstances after the rental property is destroyed] return to the tenant the security deposit or any balance thereof and the required interest thereon.” The landlord is entitled to withhold some or all of the security deposit for unpaid rent or a reasonable amount for damages the tenant caused to the property (if the landlord provides a written listing of these damages within 30 days after the date the tenant vacates). [Citation: [Municipal Code of Chicago 5-12-080\(d\)](#)].

Now, that's all fine and good – it's great to know that the landlord must give you the deposit back within 45 days of your vacating the apartment. But the real teeth of the ordinance is contained just a couple paragraphs down in the damages provision. The damages provision provides that the “tenant shall be awarded damages in an amount equal to two times the security deposit plus interest” for a violation of the security deposit return provision. [Citation: [Municipal Code of Chicago 5-12-080\(f\)](#)].

So, the bottom line is this: in almost all cases, your old landlord must give you your deposit back (less unpaid rent and damages) within 45 days, and, if he fails to do so, he must give you twice the original security deposit (plus interest).

That is an amazingly strong feature. It is almost certainly designed to ensure that landlords have a great incentive to promptly return the deposit and also to encourage tenants to seek out recovery from bad landlords that break the rules.

From a practical standpoint, if it's been a few months and your landlord hasn't given you your money back, you may want to seek out the advice of an attorney. After all, a landlord who has been dragging his feet for months is probably not going to all of a sudden jump at the chance to pay you double the security deposit. Furthermore, there may be other issues an attorney should look at from potential statute of limitations issues to the necessity of instigating collection activities or a lawsuit.

The ordinance also contains other relevant provisions and other protections, so you may want to do some further reading [here](#).

Two final notes — if you're a renter somewhere else in Illinois, you might still be able to get recovery under different laws, but the information in this post won't apply to you. Also, please keep in mind that this post only covers residential leases (i.e. apartments), not commercial or business leases.

We will be talking a lot about landlord-tenant law, tenant's rights, and security deposits (plus a whole lot more) in the coming months, so please follow along!

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