

PAUL BERNSTEIN, ESQ., ON CHICAGO TENANTS' RIGHTS

Chapter 2: THE RLTO, IN GENERAL

Before getting into tenant's specific remedies if the landlord fails to properly maintain the premises or comply with security deposit requirements, there are some additional provisions of the law that you should know about.

Notice of building code violations

The Chicago Ordinance provides that a tenant is entitled to information about the ordinance itself, who owns and manages the apartment property and conditions affecting habitability of the premises.

Section 5-12-100 of the Ordinance entitled “**Notice of Conditions Affecting Habitability**” states that before a tenant enters into or renews a lease, the landlord or a person authorized to enter into a rental agreement on the landlord's behalf shall disclose to the tenant in writing:

“(a) Any code violations cited by the City of Chicago in the previous 12 months for the dwelling unit and common areas and provide notice of the pendency of any code enforcement litigation or compliance board proceeding pursuant to Chapter 13-8-070 of the municipal code affecting the dwelling unit or common area. The notice shall provide the case number of the litigation and/or the identification number of the compliance board proceeding and a listing of any code violations cited”.

Although the law is clear that the landlord must provide the case number and/or the identification number of the compliance board proceeding and a listing of any code violations cited, I have seldom seen this done. Further, there are often printed provisions in leases that the tenant has received a copy of the information required by this section, and again in my experience, most often, such is not the case.

Hint: Read the proposed lease carefully...if the lease says that you have received a separate document regarding code violations but such is not the case, then such wording should be stricken from the form of lease presented to the tenant by the landlord.

Section 5-12-100 goes on to provide:

“(b) Any notice of intent by the City of Chicago or any utility provider to terminate water, gas, electrical or other utility service to the dwelling unit or the common areas. The disclosure shall state the type of service to be terminated, the intended date of termination, and whether the termination will affect the dwelling unit, the common areas or both. A landlord shall be under a continuing obligation to provide disclosure of the information described in this subsection (b) throughout a tenancy. If a landlord violates this section, the tenant or prospective tenant shall be entitled to remedies described in Section 5-12-090.”

If there is a failure to comply with this section, the tenant, under Section 5-12-090, **may have** the right to terminate the lease and/or recover damages from the landlord, on proper notice to the landlord and the landlord's failure to, promptly after receipt of the written notice, comply with the requirements of the law. The notice provisions are provided for in Section 5-12-110(a) and you must strictly follow the requirements of the RLTO in order to effect any potential remedies a tenant may have.

You must get a summary of the RLTO

Section 5-12-170 of the RLTO provides that a copy of a summary of the Ordinance (prepared by the commissioner of the department of housing of the City), describing the respective rights, obligations and remedies of landlords and tenants under the Ordinance shall be made available to the public for free. **A copy of the summary must be attached to each written rental agreement when first offered to any tenant or prospective tenant by or on behalf of a landlord, and all renewal leases.** Even in the case of a verbal lease, a copy of the summary is to be given to the tenant. (Of course it is always preferable to have a written agreement.)

If the landlord violates section 5-12-170, the tenant can terminate the rental agreement by written notice. The written notice must specify the date of termination which may be no later than 30 days from the date of the written notice. Furthermore if a tenant in a law suit against the landlord can demonstrate to the court that a violation of this section has occurred, the tenant shall be entitled to recover \$100.00 in damages.

This section is something that both landlords and tenants need to be aware of. The tenant need not have any reason for the termination of the lease – if the landlord's rental unit is covered by the RLTO and if the landlord does not give the tenant the required Summary of the law, then the tenant, without any reason, and if the proper steps are taken by the tenant as outlined in this section, can terminate the lease! A boon to tenants who want to break their lease. A bear-trap for landlords that can and should be easily avoided.

Identification of Owners and Agents

Section 5-12-090 requires the written disclosure at or before the beginning of the tenancy, of the name, address and telephone number of:

“ (a) The owner or person authorized to manage the premises; and

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

This is very important as notice to the landlord or the manager, in writing, is usually required in order to trigger remedies for tenants under the ordinance.

The Landlord's Duty to Maintain the Premises

As noted in Chapter 1, the policy of the City of Chicago in adopting the Ordinance was to promote the health, safety and welfare of citizens and to maintain and improve the quality of housing. Section 5-12-070 is very short and to-the-point, but extremely important, and provides:

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

However, rights without remedies are not of great value.

Very significant and potent remedies for non-compliance by a landlord with Section 5-12-070 above are provided to tenants of covered apartments in the City of Chicago by the Ordinance at Section 5-12-110.

Section 5-12-110 of the RLTO entitled: "Tenant Remedies"

Section 5-12-110 starts off by saying:

*"In addition to any remedies provided under federal law, a tenant shall have the remedies specified in this section under the circumstances herein set forth. For purposes of this section, **material noncompliance** with Section 5-12-070 shall include, but is not limited to, any of the following circumstances". (Emphasis added).*

The section then goes on to list 27 separate circumstances, although they are not numbered in the Ordinance. Violations generally refer to the municipal code (the building code) and include: failure to provide heat or hot water; failure to provide smoke detectors, fire detectors or fire extinguishers; failure to exterminate insects, rodents or other pests; failure to maintain the structural integrity of the building or parts of the building and; failure to maintain the dwelling unit and common areas in a fit and habitable condition. (Please see appendix A for the full text of the RLTO).

In other chapters we focus on the remedies available to tenants if there has been a violation of this section of the ordinance.