



Summary of Evanston Residential Landlord Tenant Ordinance (RLTO)

This is a summary of the RLTO. Please review the full RLTO if you have questions. You may want to consult with an attorney, advocacy organization, or professional association before making important decisions. You can get a copy of the RLTO on the City's website or at the City Clerk's Office, 2100 Ridge Ave., Evanston, IL 60201. (Note: The Clerk's Office is moving to 909 Davis Street, Evanston, IL 60201 as of April 1, 2024.)

The landlord must attach this Summary when initially offering a written rental agreement to any tenant and at any offering for renewal.

What Rental Units are Covered by the RLTO? (Sec. 5-3-1)

The anti-lockout provisions of the RLTO (described later) apply to every unit, even those that are exempted from the rest of the RLTO.

Almost all rental units are covered by the rest of the RLTO as well (including mobile homes and subsidized units), except:

- Units in medical, geriatric, educational, or religious institutions
- Units occupied by the purchaser under a contract of sale
- Units in a structure operated for the benefit of a social or fraternal organization
- Units in a hotel or motel not occupied as a permanent or long-term residence
- Owner-occupied co-ops
- Units in licensed transitional facilities, shelters, rooming houses, and other shared housing facilities under Sec. 5-2-1 of the Code

If a unit is exempt from any part of the RLTO, the landlord must disclose that to all prospective tenants before accepting any money from them including, but not limited to, application fees.

What Cannot Be Included in A Lease? (Sec. 5-3-3)

A lease must be in writing and must contain the full names and birthdates of all occupants of the unit. The lease **may not** include certain provisions, including:

- Giving up rights to notices, such as a 10-day notice

- Giving up the right to a jury trial
- Preventing the tenant from saying negative, but true, statements about the landlord
- Limiting the tenant's right to contact law enforcement or emergency assistance
- Requiring the tenant to pay fees, including application fees, credit check fees, and move-in fees that exceed the reasonable cost of the associated expense
- Setting late fees of more than \$25 if the rent is \$1,600 or below and more than \$25 plus 5% for any amount of rent over \$1,600
- Requiring the tenant to pay the landlord's attorney's fees
- Limiting the landlord's or tenant's liability for any damages they caused
- Prohibiting any specific breed(s) of dog if the rental agreement otherwise allows the tenant to have a dog

The Tenant's Right to Know (Sec. 5-3-5-2)

The landlord must disclose certain information to the tenant:

- The owner's or manager's name, address, and telephone number
- If ownership changes, the successor's name, address, and telephone number
- If the landlord or tenant pays the utilities and the utility costs for the past 12 months paid to the landlord or utility company
- If the property has had any building code violations in the last year
- If a municipality or other utility company threatens to terminate utility service
- If the property has any known lead hazards
- If the landlord gets a foreclosure notice

If the landlord does not disclose this information, the tenant may be able to end the rental agreement on written notice, and the landlord may be liable for damages.

Fair Notice Regarding Lease Renewals (Sec. 5-3-6-5)

If a landlord does not intend to renew a lease, the landlord must notify the tenant in writing at least 90 days before the end of the current lease. If the landlord gives the written notice later than that, the current lease is extended, and the tenant may stay in the unit for 90 days after receiving the notice.

If the landlord wants to offer a lease renewal to a tenant, the landlord must provide the new proposed lease to the tenant at least 90 days before the end of the current lease. If a landlord does not comply, the current lease is extended, and the tenant may stay in the unit, for 90 days after receiving the written notice from the landlord. The landlord may not require the tenant to decide whether or not to accept the new lease any sooner than 45 days before the end of the current lease.

The Tenant's Rights to A Habitable Unity (Sec. 5-3-5-3)

The landlord is required to make all repairs necessary to maintain the premises in compliance with the building code and other applicable codes and RLTOs. The landlord and the tenant may agree that the tenant will make certain repairs or maintenance if the parties make a separate written agreement, and the tenant is adequately compensated.

The landlord is required to address criminal activity on the premises to ensure tenants have housing

free of criminal activity.

What Can The Tenant Do If The Landlord Does Not Maintain The Unit? (Sec. 5-3-7)

The tenant must give the landlord a written notice and time to make repairs. If the landlord does not make repairs within 10 days after the tenant delivers the notice, the tenant may:

- Make minor repairs that cost less than \$500 or one-half month's rent and deduct from rent after submitting receipts to the landlord
- Terminate the lease and move out within 30 days
- If the condition has been cited by the City as a code violation, hold back a reasonable portion of the rent to reflect the reduced value of the unit

For some emergency issues, the tenant does not need to wait 10 days. In these situations, the tenant may:

- File a court case asking for repairs and, if applicable, monetary damages
- In case of a fire or other disaster, find another place to stay and notify the landlord in writing within 14 days that the lease is ended, OR reduce rent to compensate for the portion of the premises that is damaged and cannot be used.

A tenant may not exercise any of these remedies if the tenant caused a problem that needs repair.

What Can The Tenant Do If The Landlord Fails to Provide Essential Services That Are The Landlord's Responsibility Under the Lease? (Sec. 5-3-7-4) (Section 602 of the Evanston Property Maintenance Code)

Examples of Essential Services (Heat, Running or Hot Water, Electricity, Gas, plumbing, Air Conditioning or Internet)

If the landlord fails to correct the condition after the tenant gives written notice, the tenant may:

- Get essential services and deduct the cost from the rent; OR
- Find substitute housing for the period the condition continues (in which case the tenant may deduct those costs from rent and may seek reimbursement from the landlord); OR
- Bring a lawsuit for damages and reasonable attorney fees; OR
- After 7 days – terminate the rental agreement and move out

The tenant may not exercise this remedy if the tenant or utility supplier caused the condition.

What Are The Tenant's Duties Under The RLTO? (Sec. 5-3-4)

The tenant, the tenant's family, and invited guests must:

- Comply with the obligations imposed on tenants by other relevant municipal codes

- Keep their unit safe and clean, use electrical, plumbing, heating, ventilating, and other facilities and appliances safely, dispose of their garbage, and do not deliberately damage or remove any property
- Not disturb the other tenants
- Not engage in selling drugs, prostitution, gambling, or other criminal activity on the property. HOWEVER, being the victim of a crime, including domestic violence or sexual violence, is not a violation of the RLTO.
- Allow reasonable access to the unit by the landlord

What Are The Landlord's Rights? (Sec. 5-3-4-2)

The landlord may adopt reasonable rules and regulations and must notify tenants of them before the tenant moves in. Rules and regulations must be reasonably related to an appropriate purpose, must be fairly applied to all tenants, and must not prevent the tenants from assembling or communicating amongst themselves about the premises. If the landlord adopts the rules after the tenant moves in, the new rules do not apply to the tenant until the tenant agrees in writing.

Landlord's Right of Access (Sec. 5-3-4-3)

The landlord has a right to enter the unit for legitimate purposes, including to inspect the premises, make necessary repairs or improvements, supply services, or show the unit to prospective purchasers or prospective tenants within 90 days of the end of the lease.

A tenant must let the landlord enter the unit if the landlord gives two days' notice by mail, telephone, written notice, or other means designed in good faith to provide notice.

A landlord may give a general notice to all tenants if the landlord needs to make a repair on common areas or in other nearby units.

The landlord may enter the unit without notice if emergency or repairs require access immediately.

The landlord should enter the unit at reasonable times (8:00 AM – 8:00 PM or at the tenant's request) and should not enter the unit as a way to harass the tenant.

If the landlord makes an unlawful or unreasonable entry, repeatedly demands entry, or makes the tenant feel harassed, the tenant may file suit and recover 2 month's rent or twice the damages, whichever is greater, and reasonable attorney's fees.

What Are The Provisions About Paying Rent, Other Violations, Eviction, And Other Notices to Move Out? (Sec. 5-3-6)

Late Rent: If the tenant pays rent late, the landlord may charge a late fee. The maximum late fee is \$25 if the rent is \$1,600 or less. If the rent is more, the maximum late fee is \$25 plus 5% of the amount over \$1,000. If the tenant does not pay rent on time, the landlord may give the tenant a ten-day notice. The tenant has the right to pay the back rent during the ten days to prevent their lease from being terminated. If the tenant does not pay, the landlord can file an eviction case. The tenant

has the right to pay the rent and certain costs after the landlord has filed an eviction case and then the landlord must dismiss the case. The tenant can only “pay and stay” and cause the landlord to dismiss a court case one time during their tenancy.

Other Lease Violations: If the tenant violates the lease in an important way other than not paying rent, the landlord may give the tenant a thirty-day notice. The tenant has the right to fix the problem within thirty days. If the problem happens again during the lease term, the landlord may terminate the lease on 30 days' written notice without providing a second opportunity to fix the problem. If the landlord accepts the rent due after giving a ten-day or a thirty-day notice or accepts actions of the tenant that conflict with the lease, then the landlord cannot file an eviction case for that problem.

Abandonment: The landlord may decide that the tenant has abandoned the unit and take possession of the unit back under certain circumstances (see Section 5-3-6-2 of the RLTO). If the tenant abandons the property after moving out, the landlord must follow the RLTO rules about what to do with that property. (see Section 5-3-6-6 of the RLTO)

What Are The Requirements for Security Deposits and Move-In Fees (Sec. 5-3-3-3, Sec. 5-3-5-1, Sec. 5-3-5-2)

A landlord must:

- Charge no more than 1.5 times the monthly rent for a security deposit. If the landlord charges more than 1 month's rent, the tenant may choose to pay the amount above one month in installments during the first 6 months of the tenancy
- Refrain from charging any move-in fee that is not reasonably related to the actual cost of the tenant moving in
- Give an estimate of the move-in fee including details of the landlord's cost of the tenant moving in
- Not change the name of a fee or deposit to get around these rules
- Hold all security deposits in a federally insured account in a financial institution located in Illinois and keep the security deposit separate from the landlord's other accounts
- Return the security deposit within 21 days after the tenant moves out
- Only keep money from the security deposit if the tenant owes rent or has caused damage to the unit beyond ordinary wear and tear for reasonable costs that the landlord has paid to repair the unit excluding any costs for “ordinary wear and tear”
- Provide a detailed explanation for the amounts withheld within 21 days if the landlord has kept money from the security deposit for repairs.

If the landlord does not return the security deposit or does not give the tenant an appropriate explanation of the amounts deducted from the security deposit, the tenant may sue the landlord and shall receive damages equal to two times the amount wrongfully withheld and reasonable attorney's fees.

Retaliation Prohibited (Sec. 5-3-9-1)

The tenant has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions, or the landlord. The tenant also

has the right to exercise or enforce any right they have under the law.

The landlord cannot retaliate by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement just because a tenant complained or exercised their legal rights.

Lockouts Prohibited (Sec. 5-3-12)

- A landlord may not change or remove the locks, remove doors of a rental unit, cut off heat, gas, water, telephone, or internet service, remove the tenant's personal property, or otherwise interfere with the tenant's full use of the apartment.
- If the tenant is "locked out" as described above, they may sue the landlord to get back into the unit and may recover money damages and attorney's fees.