

Lease No. 101  
ILLINOIS APARTMENT LEASE - UNFURNISHED

NOT VALID IN EVANSTON, MOUNT PROSPECT or CERTAIN “HOME RULE” COMMUNITIES

**IMPORTANT:** This Lease form was not specifically drafted for your legal requirements or your particular situation. The applicable laws and regulations for residential leases frequently change and differ between municipalities. It is important that you consult with an attorney prior to signing any and all legal documents including this one. This contract supersedes any prior agreements. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS LEASE IS INTENDED TO BE A BINDING REAL ESTATE CONTRACT

DATE OF LEASE	BEGINNING	ENDING	MONTHLY RENT	SECURITY DEPOSIT
/	/			

TENANT:

LANDLORD:

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

Premises will not be occupied by more than \_\_\_\_\_ persons.  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_

In consideration of the mutual agreements and covenants herein contained, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for use as a private apartment, the Premises identified above, together with the fixtures, appliances, facilities and appurtenances belonging thereto, for the Term set forth above.

ADDITIONAL COVENANTS AND AGREEMENTS (if any):

A Security Deposit (if any) of \$ \_\_\_\_\_ is being held by Landlord at:  
NAME OF ILLINOIS FINANCIAL INSTITUTION WHERE SECURITY DEPOSIT (if any) SHALL BE or IS HELD: \_\_\_\_\_  
\_\_\_\_\_ ILLINOIS, ZIP \_\_\_\_\_

**RECEIPT OF REQUIRED DOCUMENTS:** Tenant acknowledges that the following documents have been received by Tenant, in accordance with federal, state or local law or ordinance, and that said disclosures are in proper form and have been fully made in accordance therewith; and said documents shall be deemed to be attached to and incorporated into this Lease:  
US EPA Lead Paint Disclosure Form (attached) \_\_\_\_\_ If Applicable: Cook County Residential Tenant Landlord Ordinance Summary (attached) \_\_\_\_\_  
US EPA “Protect Your Family in Your Home” Pamphlet of 2020 \_\_\_\_\_ If Applicable: Condominium Association Bylaws \_\_\_\_\_

**Certification of Accuracy:**  
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
TENANT: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_  
AGENT \_\_\_\_\_ Date \_\_\_\_\_  
Landlord(s) or Authorized Management Agent:  
  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

\_\_\_\_\_  
LANDLORD: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_  
AGENT \_\_\_\_\_ Date \_\_\_\_\_  
Person Authorized to Act on Behalf of Owner for the Purpose of Service of Process and Accepting Notices:  
  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

LEASE COVENANTS AND AGREEMENTS

1. **RENT:** Tenant shall pay Landlord, or Landlord’s agent, as rent for the Premises in the sum stated above, on the first day of each calendar month, in advance, at Landlord’s address stated above or as Landlord may designate in writing. All sums due and payable under this Lease shall be deemed to be rent. **RETURNED BANK ITEMS:** If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a \$ \_\_\_\_\_ fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a cashier’s check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier’s check or money order.

2. **LATE CHARGES:** Late fees shall be calculated as follows: If rent is late and not received by the Landlord by the end of business on the 5th of each month, or at any other such time and place as designated in writing by the Landlord, then the late fee shall be Ten Dollars (\$10.00) if the rent is \$1,000 or below; and Ten Dollars (\$10.00) plus 5% for any amount of rent over \$1,000.

3. **SECURITY DEPOSIT:** The Tenant has deposited with the Landlord the above-described security deposit to be held by the Landlord in accordance with state or local law or ordinance to secure the faithful performance by the Tenant of all provisions of the Lease. Landlord may, to the extent permitted by state or local law or ordinance, apply all or any part thereof in payment of any amounts due Landlord from Tenant, or to pay for any damages caused by Tenant, Tenant’s co-occupants or guests, and upon Landlord’s demand Tenant shall, in such case, if applied during the Lease term promptly deposit with Landlord such amounts as required to bring the security deposit up to the full amount stated above. Tenant shall not substitute any portion of Rent with the existing Security Deposit, and may in no case “live out the remainder of the Security Deposit” as Rent.

4. **CONDITION OF PREMISES:** Tenant’s taking possession of the Premises shall be conclusive evidence of Tenant’s receipt of the Premises in good condition except as otherwise specified, in writing, in the Lease. The Tenant agrees that no representations as to condition or repair have been made by the Landlord or his agent, nor any promise to decorate, alter, repair or improve the Premises unless expressly written in this Lease. Tenant shall report any code violations or items of disrepair within the Premises, to Landlord, in writing via Certified Mail to Landlord within Seven (7) Days. The Tenant’s failure or refusal to notify Landlord of any such conditions affecting habitability shall operate as a voluntary forfeiture to the Tenant’s right to file any claims to counter an eviction for non-payment of rent by the filing of a counterclaim, on the basis of such claimed conditions.

5. **LIMITATION OF LIABILITY:** Except as provided by state or local law or ordinance, Landlord shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to Tenant’s property wherever located in or about the Building or Premises, or (c) acts or neglect of other tenants, occupants or others at the Building.

6. **USE OF PREMISES:** Tenant will not allow Premises to be used (a) for any purpose that will increase the rate of insurance thereon or (b) for any purpose other than for a residential Premises. Tenant will not permit Premises to be used for any unlawful purpose or for any purpose that will injure the reputation of the Building. Tenant will not permit anything to be thrown out of a window, or into any common area of the Building; nothing shall be hung from the outside of windows or placed outside any window sills, patio, deck or porch of the Building. Tenant shall obtain the consent of Landlord to keep domestic animals such as cats, dogs, birds, or fish, and shall specifically obtain the written consent of Landlord for any other kind of animal or creature. Tenant agrees that common areas shall be kept free of unusual items, refuse, laundry and excess materials and items. Landlord shall be permitted to refuse any items belonging to Tenant in the Unit and Tenant shall be required to obtain Landlord’s prior written consent before placing or storing any items in the Common areas.

7. **ASSIGNMENT OF LEASE:** Except as agreed to in writing by Landlord, Tenant shall neither assign this Lease nor sublet the Property without Landlord’s written consent, which shall not be withheld unreasonably. Landlord reserves the right to require credit and/or Tenant screening for any proposed assignee or subtenant (at Tenant’s expense) and to require an additional and/or alternative deposit to protect the Landlord. Shared Housing Units, AirBNB and/or rooms for rent ARE NOT ALLOWED under this Lease. At no time shall Tenant enter into short-term subleases, rooms for rent, or AirBNB agreements or leases. Such agreements will be considered a breach of Lease and cause for termination.

8. **NO DISTURBANCE OF OTHER TENANTS:** The Tenant agrees not to play radios, televisions, stereo equipment, or any musical instruments, or make noise that will disturb other Tenants or occupants in the Building. The Tenant shall not cause or permit any damage to the Premises or property of Landlord or of any other person at the Building.

- 9. APPLIANCES:** Tenant acknowledges that the Premises contain the following appliances (check those that apply):  
☐ Refrigerator   ☐ Freezer   ☐ Microwave   ☐ Radiator   ☐ Furnace  
☐ Central Air Conditioner   ☐ Central Heater   ☐ Ceiling Fans  
☐ Dishwasher   ☐ Washing Machine   ☐ Dryer  
Tenant shall not install or maintain in the Premises any other appliances unless agreed to in writing by the Landlord (except in the case of a microwave unit for personal use). Tenant shall use all provided appliances in the manner in which they are intended, and shall keep the same in clean and operable condition. In the event that any appliance shall malfunction, Tenant shall notify Landlord in writing and via telephone within three (3) days.
- 10. CARE OF PREMISES:** Tenant agrees to (1) maintain the Premises in compliance with the applicable municipal code; (2) keep the Premises in a clean and safe condition; (3) dispose of all rubbish, garbage and waste safely and cleanly; (4) keep plumbing fixtures in a clean condition; (5) use electrical, plumbing, sanitary, heating, ventilating, air conditioning, elevators and other facilities provided in the Building reasonably and for the purposes intended; (6) not deliberately or negligently destroy, deface, damage or impair any part of the Premises or common areas of the Building, or allow any family member, co-occupants, or guests to do so. Failure to maintain care of the Premises and common areas as set forth herein shall be deemed a material breach of this Lease.
- 11. RIGHT OF ACCESS:** The Tenant shall permit Landlord access at all reasonable times, and upon such notice as may be required by state or local law or ordinance, to make reasonable inspections, repairs, maintenance, decorations, improvements and exhibitions; supply necessary or agreed services; or to determine Tenant's compliance with the provisions of this Lease. Landlord shall have the right of immediate access without notice in case of emergency or where repairs elsewhere in the Building unexpectedly require access to Tenant's Premises. Landlord shall endeavor to provide advance notice of all access needs, including emergency-based, but in the event access is needed, Tenant acknowledges that Landlord shall have the right of access upon forty-eight hours (48) notice in non-emergency situations, and in emergency situations, such access right shall be immediate, for the preservation of life, health, safety and property of the Tenant and the Landlord. Tenant's failure to provide such access shall be deemed a breach of this Lease. Landlord may place upon the Premises, signs of "For Sale" and "For Rent" and Tenant will not interfere with same.
- 12. NO ALTERATIONS, SIGNS OR ADVERTISEMENTS:** Tenant shall not alter nor make any additions to the Premises or the Building, or commit waste except for hanging pictures, without the prior written consent of the Landlord. If such permission is granted, then any alterations or additions to the Premises, such as locks, bolts and fixtures shall remain as part of the Premises as Landlord's property unless the Landlord decides otherwise, and Tenant shall surrender keys therefore upon the termination of the tenancy. The Tenant shall not permit the display of any sign or advertisement in or about the Premises or Building without first obtaining the written consent of the Landlord.
- 13. SURRENDER OF POSSESSION:** Provided that the Landlord has not otherwise terminated this Lease, upon Landlord's notice of intent not to renew this Lease served at least 60 days prior to the Lease Ending Date, the Tenant shall surrender possession of the Premises and shall return the keys to Landlord or Landlord's agent on the Lease Ending Date. If the Landlord does not serve a notice of Landlord's intent not to renew this Lease at least 60 days prior to the Lease Ending Date, then Tenant may continue to reside in the Premises upon the same terms and conditions as in the last month of the Lease at the most recent non-discounted full monthly rent amount for 120 days after written notice of intent not to renew this Lease is given.
- 14. HOLDING OVER:** If the Tenant retains possession of the Premises, or any part thereof, after the termination of the Lease by lapse of time or otherwise, then the Landlord may, at Landlord's option, deem such holding over as constituting a month-to-month tenancy, upon the terms of this Lease except at double the monthly rental specified under Section 1. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. In the event Landlord accepts a payment of rent for a period after the expiration of the Lease, as herein provided, in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.
- 15. HEAT AND HOT WATER:** The Landlord agrees, if the Building is designed for the purpose, to furnish such heat and hot water in sufficient quantities as may be required by law or ordinance during the term of this Lease. If the Premises contains separate heating and/or hot water fixtures, then Landlord's sole obligation shall be to provide Tenant said fixtures in good operating condition at the inception of the tenancy, and Tenant shall be responsible for the utility costs for operation thereof. Rent shall include the following (check those that apply):  
☐ Water   ☐ Electricity   ☐ Gas   ☐ Basic Cable   ☐ Satellite   ☐ Internet   ☐ Lawn Care  
☐ Snow Removal   ☐ Other \_\_\_\_\_
- 16. STORAGE OUTSIDE THE PREMISES:** Landlord shall not be liable for any loss or damage of or to any property placed in any common areas, storeroom or any storage place in the Building; such areas for storage, if any, being furnished gratuitously and not as part of the obligations of this Lease.
- 17. LIABILITY FOR RENT:** The Tenant shall continue paying rent and all other charges for said Premises to the end of the term hereof, whether or not the Premises becomes vacant by reason of abandonment, breach of the Lease, wrongful termination by Tenant or if the Tenant has been evicted for breach of this Lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Landlord shall make a good faith effort to relet the said Premises (but not in priority to other vacancies), and if the Premises is relet, Tenant shall be responsible for the balance of the rent, costs and expenses (including, but not limited to brokerage commissions, decorating costs, advertising costs and attorneys' fees) in connection therewith.
- 18. COVENANTS BINDING:** It is agreed that a breach of the covenants of this Lease by the Tenant shall give the Landlord the right to terminate this Lease or the right of possession upon notice as required by law or ordinance, and, that in the event of an assignment of this Lease, with or without the express or implied consent of the Landlord, all the covenants therein contained shall be binding on the assignee to the same extent as if he had signed the Lease. The consent to one assignment shall not be construed as a consent to any further assignments.

**THESE RULES ARE FOR THE MUTUAL BENEFIT OF ALL TENANTS.**

- Except as outlined in the Lease, animals kept on the Property shall be by the express written permission granted by the Landlord, which may be revoked at any time.
- Passages, public halls, stairways, landings, elevators and elevator vestibules shall not be obstructed or be used for children's play or for any other purpose than for ingress to and egress from the Building or Premises, nor shall children be permitted to congregate or play in or around the building except where appropriately supervised by an adult over the age of eighteen (18) years.
- All furniture or large items must be brought in or delivered through the rear entrance, stairway or elevator, where possible, at hours designated by Landlord.
- Common area laundry and drying apparatus shall be used in such a manner and at such times as the Landlord may direct.
- Tenant shall comply with all local, municipal and state laws with regard to trash and refuse. Tenant agrees to dispose of trash in only a sanitary method, sealing all trash bags and containers from air, insects, rodents and the elements. All trash must be sealed and placed in the garbage receptacle. Where Tenant's trash or refuse is too large to be accommodated by the receptacles provided, Tenant shall dispose of the item(s) personally off-premises. Recycled materials shall be disposed of as provided, and if landlord has not provided separate containers for recyclable contents then Tenant shall contact the local municipality for proper containers.
- No awnings or other projections including air conditioners, television or radio antennas or wiring shall be attached to, or be placed outside the Premises.
- The Tenant shall not alter any lock or install a new lock or other attachment to any door of the Premises without the written consent of the Landlord.

- NOTICES:** Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession of the Premises; or by certified mail addressed to Tenant, return receipt requested; or by posting it upon the Premises door, if no authorized person under the Lease is in possession of the Premises. Further, except when a statute or ordinance requires notice to be sent by a particular means, Tenant agrees that all Tenant and building notices may be delivered by electronic communication (email) to any email address listed on page 1 for Tenant. This is including but not limited to, late rent notices, notices of entry, fine notices, building maintenance updates, and lease renewal options. Tenant agrees to inform Landlord immediately in writing of any email address change.
- LITIGATION ESCROW:** In the event that Tenant withholds rent in excess of that allowed by statute or local ordinance, and Landlord institutes a lawsuit for Forcible Entry and Detainer to regain possession of the Premises, or a contract to enforce any provision of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.
- LEGAL EXPENSES:** Tenant shall pay all costs and attorneys' fees incurred by the Landlord due to Tenants' breach, and Landlord's enforcement, of the covenants or agreements of this Lease.
- OCCUPANCY REQUIRED:** Tenant agrees not to abandon said Premises, nor permit the Premises to remain vacant or unoccupied for a period of time which could be construed as abandonment under state or local law or ordinance.
- REMEDIES CUMULATIVE:** Landlord's remedies as provided herein are cumulative in nature and shall be in addition to, and not in lieu of, any and all other remedies granted to Landlord by any state or local law or ordinance.
- IN CASE OF CASUALTY:** In case the Premises, Building or any part thereof shall be rendered untenantable by fire, explosion or other casualty, the respective parties hereto shall have all the rights provided by state or local law or ordinance. For the purposes of this section, Landlord's good faith efforts to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs required due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.
- SMOKE AND CARBON MONOXIDE DETECTORS:** Tenant acknowledges that at the time of obtaining possession of the Premises, all smoke detectors and carbon monoxide detectors required to be installed in the Premises have been installed and are in good working order. Tenant agrees to repair and maintain the smoke detector and carbon monoxide detector device(s) including replacement of the battery when necessary.
- GATES AND BARS ON DOORS AND WINDOWS:** The installation of any metal gates or bars on any doors or windows by the Tenant is expressly prohibited. Tenant shall pay for repair all damage caused by the removal of Tenant's installation and failure to do so shall constitute a breach of this Lease, and Landlord shall be entitled to terminate the Lease or right of possession, and shall be entitled to actual damages, costs and attorneys' fees therefore.
- MECHANICS' LIENS:** Tenant shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanics' lien, or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contracted by, the Tenant, whether or not same were rightfully performed or ordered by the Tenant. The placement of any such lien shall constitute a breach of this Lease and upon ten (10) days' notice to cure said lien or lien claim, Landlord may terminate Tenant's tenancy or right of possession. In addition, Landlord shall have the right to satisfy and remove said lien without regard to the merits thereof and Tenant shall be responsible for the damages incurred in removing said lien, along with all other damages, costs and attorneys' fees incurred by Landlord in connection therewith.
- FALSE INFORMATION:** The Tenant warrants all the information given by him in applying for this Lease to be true, and that the providing of false information shall constitute a material breach of this Lease. Occupancy by more persons as set forth in this Lease, or the Lease application, shall constitute a material breach of this Lease.
- RULES AND REGULATIONS:** Tenant agrees to observe the Rules and Regulations contained in this Lease, and any attachments and inclusions hereto as well as any further reasonable Rules and Regulations established by the Landlord during the pendency of this Lease, and such Rules and Regulations are hereby incorporated into and made a part of this Lease. Failure to observe said Rules and Regulations, or any of them, shall be deemed to be a material breach of this Lease, and in event of such breach, Landlord shall be entitled to termination of the tenancy upon ten (10) days' notice, and shall further be entitled to such rights and remedies as are provided by applicable state or local law or ordinance.
- JOINT LIABILITY:** If this Lease is executed by only one spouse, both spouses shall be deemed personally liable therefore, pursuant to the applicable family expense doctrine or statute then in effect.
- SUBORDINATION OF LEASE:** This Lease is subordinate to all mortgages which may now or hereafter affect the real property of which Premises forms a part. The recording of this Lease, or any memorandum thereof by Tenant shall constitute a material default of this Lease.
- INTERPRETATION:** All words used should be read as Gender Neutral. Corporations, and singular words shall be interpreted as plural, as the situation may require. The words "Landlord" and "Tenant" wherever herein occurring and used shall be construed to mean "Landlords" and "Tenants," in case more than one person constitutes either party to this Lease; and all the covenants and agreements herein contained shall be jointly and severally binding upon, and inure to, themselves, their respective successors, heirs, executors, administrators and assigns.
- SEVERABILITY:** If any clause, phrase, provision or portion of this Lease, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the Lease shall be interpreted in accordance with said ordinance.

- No waste receptacles, supplies, footwear, umbrellas or other articles shall be placed in the hallways, or staircase landing.
- Running extension cord wiring for electrical appliances or fixtures in violation of the Municipal Code is prohibited.
- The toilets, plumbing, sinks and fixtures shall be used for human waste only, and shall not be used for garbage disposal, non-human foodstuffs or animal waste. No sanitary or female hygienic products shall be disposed of within toilets or sinks for any reason, and shall instead be disposed of in household trash containers only. Any costs or damage which are the direct result of Tenant's abuse of the plumbing system shall be taxed to the Property and payable as additional rent by the Tenant. Failure to remit payment for any additional rent shall be a material breach of this Lease.
- There shall be no cooking done in or about the Premises except in the kitchen. Cooking on a barbecue or other similar equipment on a porch or balcony is expressly prohibited.
- Water filled furniture is specifically prohibited, without Landlord's prior written consent.
- Landlord has the right to bar individuals from the Premises and Building, and if Tenant permits any barred individual to enter the Building or Premises, Landlord shall have the right to press criminal charges against said individuals, and to terminate Tenant's Lease, or right of possession, as a material breach of the lease.
- There shall be NO use of recreational cannabis in or on the Premises by the Tenant or Tenant's guests. NO SMOKING WILL BE ALLOWED IN PUBLIC AREAS.



March 2021

# Protect Your Family From Lead in Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

(Page 6 of this Booklet)



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

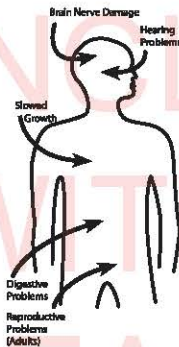
- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



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## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

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## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.  
(Page 5 of this booklet)

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.**

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot (µg/ft<sup>2</sup>) and higher for floors, including carpeted floors
- 100 µg/ft<sup>2</sup> and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



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## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may: (Page 6 of this Booklet)

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12). \*
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

\* (Page 6 of this Booklet)

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## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

\* (Page 6 of this Booklet)

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## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatement work is designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

★ Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

★ (Page 4 of this Booklet)

† (Page 7 of this Booklet)

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## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

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## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/safewater](http://epa.gov/safewater) and [hud.gov/lead](http://hud.gov/lead), or call 1-800-424-LEAD (5323).

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/safewater](http://epa.gov/safewater), or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

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## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (L-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

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## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
March 2021

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## IMPORTANT!

### Lead From Paint, Dust, and Soil In and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10). (Page 5 of this Booklet)

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.*

#### Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

- (ii) \_\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check (i) or (ii) below):

- (i) \_\_\_\_\_ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

- (ii) \_\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Tenant's Acknowledgment (initial)

(c) \_\_\_\_\_ Tenant has received copies of all information listed above.

(d) \_\_\_\_\_ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

#### Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord	Date	Landlord	Date
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date

Source: U.S. EPA "Landlord's Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards"

**RADON GAS DISCLOSURE:** As may be required by law, Landlord makes the following disclosure: “Radon Gas” is an odorless, colorless, naturally-occurring radioactive gas that seeps out from the crust of the earth and is dangerous when it has accumulated in a building in sufficient quantities and may present health risks to persons who are exposed to it over time. It is a Class-A carcinogen and the second leading cause of lung cancer in America. Chicago is not known to be a risky area, but levels of radon that exceed federal and state guidelines may have been found in buildings in the Municipality of Chicago and The Federal Government and the State of Illinois encourage, but do not mandate, all property owners to conduct radon testing. The Illinois Radon Disclosure Act, 420 ILCS 46/1, requires any Landlord renting out a unit on the first or second story above ground level (but not on the third level or higher) to disclose to prospective Tenants the existence of a known radon hazard. Because Landlords are NOT required to conduct radon testing, disclosure is mandated only if a Tenant provides the Landlord, in writing, with the results of a test indicating the presence of a radon hazard or if the Landlord conducts its own test and determines that a radon hazard exists. For more information, the Illinois Emergency Management Agency and the U.S. Environmental Protection Agency both publish ample online materials about the origins and health effects of radon, as well as options for radon testing and remediation. **LANDLORD HAS NO KNOWLEDGE OF ELEVATED RADON CONCENTRATIONS IN THE DWELLING OR BUILDING.**

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Date

# Cook County Renters Rights and Landlord Protections

**IMPORTANT:** *This is a summary of the Residential Tenant Landlord Ordinance (RTLO). You should review the Ordinance if you have questions. You may want to consult with an attorney, an advocacy organization, or a professional association before making important decisions.*

*You can get a copy of the Ordinance at <https://cook-county.legistar.com/>. You can find this summary translated in multiple languages on the Department of Human Rights website.*

## RESIDENTIAL TENANT LANDLORD ORDINANCE SUMMARY

This is a summary of the RTLO Ordinance. The landlord must attach this Summary when offering a rental agreement and at any offering for renewal. If it is not provided, you may let the landlord know that they have 2 days to provide it. If the landlord does not, a renter may terminate their lease.

### WHAT RENTAL UNITS ARE COVERED BY THE RTLO? (Sec. 42-802)

All rental units are subject to the anti-lockout provisions. For all other regulations, almost all rental units in suburban Cook County are included (including mobile homes and subsidized units) except:

- Units in owner occupied buildings with six or fewer units
  - Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days
  - School dormitory rooms, shelters, employee's quarters, non-residential rental properties, and owner-occupied co-ops
- A single-family home or condominium if (1) the owner is only renting that one rental property, and (2) the owner or an immediate family member has lived in the home within the year

**BUT:** If the residence is in an exempted unit, the landlord must notify a prospective tenant whether they are excluded from the Ordinance before accepting any fees.

### LOCKOUTS PROHIBITED. (Sec. 42-813)

This section applies to every residential rental unit. There are no exceptions.

- A landlord may not change or remove the locks, remove doors of a rental unit, cut off heat, utility or water service, remove tenant's personal property, or interfere with the tenant's use of the apartment.

**REMEDY:** The tenant may sue the landlord to get back into the unit, attorney's fees, and damages (twice the actual damages or 2 months' rent, whichever is greater).

### WHAT ARE THE TENANT'S RIGHTS? (Sec. 42-805)

The tenant has the right to:

- A "habitable" unit and property maintained in compliance with the relevant building codes (Sec. 42-805(C))
- Adequate heat
- 48-hour notice before the landlord enters the unit except in emergencies
- A home free of bedbugs
- General rules, which must be in writing, about the tenant's use and occupancy of the unit.

## **WHAT DOES THE TENANT HAVE A RIGHT TO KNOW? (Sec. 42-805)**

The landlord must disclose certain information to the tenant:

- The owner's or manager's name, address, and telephone number, including when there is a change of ownership
- Estimated or average utility costs for the past 12 months paid by the tenant to the landlord or utility company, if known by the landlord
- If the property has had any building code violations in the last year
- If a municipality or other utility company threatens to cut off utility service
- If the property has any known lead hazards
- If the landlord has or gets a foreclosure notice.

**REMEDY:** If the landlord does not disclose this information, the tenant must give the landlord a notice of 2 business days and wait to see if the landlord provides the information. If not, the tenant may be able to end the rental agreement.

## **WHAT CAN BE INCLUDED IN A LEASE? (Sec. 42-804)**

A written or verbal lease agreement may not include certain provisions, including:

- Giving up rights to notices (like a 5-day notice)
- Giving up the right to a jury trial
- Preventing the tenant from saying negative statements about the landlord
- Requiring the tenant to give a longer amount of notice for moving than the landlord gives the tenant for not renewing the lease
- Letting the landlord apply rent payments to other costs that the landlord charges to the tenant (like utilities)
- Setting late fees of more than \$10 if the rent is \$1000 or below and more than \$10 plus 5% for any amount of rent over \$1000
- Requiring the tenant to pay attorney's fees in an eviction case.

## **WHAT CAN THE TENANT DO IF THE LANDLORD DOES NOT MAINTAIN THE UNIT? (Sec. 42-806)**

The tenant must give the landlord a written notice and time to make repairs. If the landlord does not make repairs after notice of 14 days, the tenant may:

- Hold back a reasonable portion of rent to reflect the reduced value of the unit;
- Make minor repairs costing less than the greater of \$500.00 or one-half month's rent and submit receipts to the landlord to deduct that cost from rent
- End the lease when severe violations are present and vacate within 30 days
- File a court case for damages and injunctive relief
- In case of a fire or other disaster, find another place to stay and end the lease.

**BUT:** A tenant may not use these remedies if the tenant or guest caused the condition.

## **WHAT CAN THE TENANT DO IF THE LANDLORD FAILS TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS, OR PLUMBING)? (Sec. 42-806(D))**

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

After 24 hours –

- 1) Withhold a reasonable portion of rent to reflect the reduced value of the unit
- 2) Get services, and internet if the lease requires it, and deduct costs from rent after giving receipts to the landlord
- 3) Recover damages and reasonable attorney fees or
- 4) Make landlord pay for substitute housing until condition fixed.

After 72 hours –

- 1) End rental agreement and
- 2) Vacate unit within 30 days.

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

## **WHAT ARE TENANT'S DUTIES UNDER THE ORDINANCE? (Sec. 42-807)**

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

- Comply with the obligations imposed on tenants by relevant municipal codes
- Keep their unit safe, use appliances in a safe manner, dispose of their garbage, and not deliberately damage or remove any property
- Not disturb the other tenants
- Allow reasonable access to the unit with landlord notice of, for example, routine and emergency maintenance. unit inspections and to show the unit
- Notify the landlord in writing within 48 hours of seeing bed bugs.

## **WHAT ARE THE LANDLORD'S RIGHTS? (Sec. 42-808)**

The landlord may adopt reasonable rules and regulations for the safety of their property and the convenience of co-located tenants. Landlords must provide a copy of the rules and regulations before the tenant moves in. 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.

## **CAN THE LANDLORD ACCESS A UNIT? (Sec. 42-808(B))**

- A tenant must allow reasonable access to enter the unit if the landlord gives 2 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 prior notice if emergency or repairs require access immediately. If emergency access was necessary, the landlord must provide tenant with notice of entry within 2 days after the emergency entry.
- Otherwise, the landlord should enter at reasonable times (8:00 AM – 8:00 PM or at tenant's request).

A tenant landlord may enter the rental unit to:

- Inspect the premises as required by a government agency
- Make necessary repairs, alterations, improvements where access is required.
- Supply necessary services
- Show the unit to a prospective purchasers or workmen
- Show the dwelling unit to prospective tenants within 60 days of the expiration of the rental agreement.

**REMEDY:** 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 1 month's rent or twice the damages, whichever is greater, and attorney's fees.

## **WHAT IF THE TENANT VIOLATES THE LEASE? (Sec. 42-809)**

**LATE RENT.** If the tenant pays rent late, the landlord can charge a late fee. If the tenant does not pay rent, the landlord may give the tenant a 5-day notice.

- The late fee is \$10 if the rent is \$1000 or less.
- If the rent is more, the late fee is \$10 plus 5% of the amount over \$1000.

**REMEDY:**

- The tenant has the right to pay the back rent during the 5-day notice. If the tenant does not pay, the landlord can file an eviction.
- The tenant still has the right to pay the rent and certain additional costs after the landlord has filed an eviction case. If rent and fees are paid in full, then the landlord must dismiss the case. The tenant can only "pay and stay" and cause the landlord to dismiss a court case 1 time.

## **OTHER LEASE VIOLATIONS.**

If the tenant violates the lease in a material way other than not paying rent, the landlord may give the tenant a 10-day notice.

**REMEDY:** The tenant has the right to fix the problem within the 10 days. If the landlord accepts the rent due or does not file an eviction 30 days after giving either a 5-day or a 10-day notice, then the landlord cannot file an eviction case.

**OTHER NON-RENEWAL.** The landlord needs to give the tenant a 60-day notice to renew or end the lease.

**REMEDY:** If the landlord does not give a 60-day notice, the tenant may stay for 120 days after written notice is given. During this time, the terms and conditions of the lease stay the same.

## **WHAT HAPPENS IF THE LANDLORD THINKS THE TENANT HAS ABANDONED THE UNIT? (Sec. 42-809(B)(2))**

If the landlord believes that the tenant has abandoned the unit, the landlord can try to rent it to someone else. The landlord may decide that the tenant has abandoned the unit only if the tenant:

- Gave the landlord written notice that the tenant has abandoned the unit, or
- Has not been in the unit for 32 days, removed their property, and not paid rent.

If the landlord believes that the tenant has abandoned possessions in the unit, the landlord needs to hold onto the property and determine its value.

- For property without value: Throw away after 7 days without notice.
- For property with value: Give tenant written notice to remove property within 7 days. Landlord may sell the property and keep the proceeds for the tenant. The landlord may keep the money if the tenant does not claim it within 1 year.

## **CAN THE LANDLORD ACCEPT SUBLEASES? (Sec. 42-809)**

The landlord should accept reasonable subleases.

If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.

**BUT:** If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent, as well as the landlord's cost of advertising.

## **WHAT ARE THE REQUIREMENTS FOR MOVE-IN FEES? (Sec. 42-804)**

A landlord may charge a move-in fee, but must:

- Charge a move-in fee only that is reasonable and related to the cost of the tenant moving in
- Give an estimate of the move-in fee which includes detail of the landlord's cost of the tenant moving in
- Not change the name of a fee or deposit to get around these rules.

## **WHAT HAPPENS WHEN THE TENANT THINKS THE LANDLORD IS RETALIATING? (Sec. 42-812)**

The tenant has the right to complain or speaks publicly about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord.

The landlord cannot retaliate by terminating or threatening to end a lease, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement in reaction to a tenant making a complaint.

The tenant may claim retaliation as a defense to an eviction or as a case against the landlord and shall receive damages and attorney's fees if the tenant succeeds.

**BUT:** The landlord may still end a lease or increase rent if the landlord has a legitimate reason to do so that is not related to any complaints by the tenant. The landlord may rebut the tenant's retaliation claim from 1-year prior by proving a legitimate, non-retaliatory basis for the conduct. A landlord's behavior is not retaliatory if a code violation was caused by the tenant, family member of the tenant, or guest of the tenant. If a tenant makes a complaint of retaliation after the notice of a rent increase, there will not be a presumption of retaliation.

### **FREE LEGAL ASSISTANCE**

**Cook County Legal Aid for Housing and Debt**

Visit: [www.CookCountyLegalAid.org](http://www.CookCountyLegalAid.org)

Call: 855-956-5763

## WHAT ARE THE SECURITY DEPOSIT REQUIREMENTS? (Sec. 42-811)

A landlord may charge a security deposit, but must:

- Charge no more than 1.5 times monthly rent for security deposit
- Give a receipt for a security deposit that provides the owner's name, the date it was received and a description of the dwelling unit. It must be signed by the person accepting the security deposit, unless the tenant pays the security deposit by electronic funds transfer, then landlord may give an electronic receipt
- Hold all security deposits in a federally insured account in an Illinois financial institution separate from the landlord's other accounts
- Tell the tenant in writing the name of the financial institution where the landlord will deposit the security deposit
- Inform the tenant of the new account if the landlord transfers the security deposit into a new account
- Return the security deposit within 30 days after the tenant moves out
- Only keep money from the security deposit if the tenant owes rent or court fees, if the landlord has gone to court (but not attorney's fees) or for reasonable costs that the landlord has paid for the repair of the unit (but not costs for "ordinary wear and tear")
- Provide a detailed explanation of the costs within 30 days if the landlord has kept money from the security deposit for repair
- Be responsible to return the security deposit if the landlord sells the property until the first landlord gives the money to the second landlord and gives the tenant written notice; then the second landlord is responsible for the security deposit.

**REMEDY:** If the landlord charges too much for security deposit, does not return the security deposit, or does not give the tenant proof of the expenses for any repairs deducted from the security deposit, the tenant may sue the landlord and shall receive damages equal to 2 times the security deposit plus attorney's fees.

If the landlord makes a mistake with the paperwork on the security deposit, the tenant must first give the landlord a notice and wait 2 business days to see if the landlord corrects the paperwork. If the paperwork is not corrected, the tenant may sue the landlord.

If the landlord does not give the proper receipt for the security deposit, the tenant is entitled to the immediate return of the security deposit.