



## 2024 MODEL CHICAGO APARTMENT LEASE GUIDE

Chicago landlords, this Guide will help you customize the Domu 2024 Model Chicago Apartment Lease (“Lease”) to suit the specific deal that you struck with your new tenant. Neither this Guide nor the Lease are designed for your particular leasing situation, and as such, these documents are not offered as legal advice. Domu encourages landlords and tenants to consult an attorney before using the Lease.

**CRLTO.** Domu’s Lease is designed for compliance with Illinois law and Chicago’s Residential Landlord Tenant Ordinance (“CRLTO”), Chapter 5-12 of the Municipal Code of Chicago. Most Chicago apartments are subject to its regulation, but there are exceptions, including units in owner-occupied buildings with six or fewer units, units in hotels, motels, and inns, and units provided by an employer to an employee.

Domu offers the following limited, non-exhaustive update to Illinois law to help landlords stay on top of developments in the law since the last leasing season:

**2024 Security Deposit Interest Rate Summary.** The CRLTO requires that the latest Security Deposit Interest Rate Summary be included with any lease or lease renewal. The security deposit interest rate is set at 0.1% from January 1, 2024 through December 31, 2024 (which remains unchanged since 2015). Also pursuant to the CRLTO, a landlord is obligated to pay interest to the tenant on monies held for six (6) months or more, not later than thirty (30) days of the end of each twelve (12) month rental period. If the landlord fails to pay out interest earned, regardless of the amount, the landlord could be responsible for the return of the security deposit in full and damages equal to two (2) times the deposit, plus interest, attorneys fees and associated court costs.

**Fair Notice Ordinance.** The Fair Notice Ordinance requires landlords to provide (a) thirty (30) days of notice to a tenant to terminate their lease if they have lived in their dwelling unit for less than six (6) months, (b) sixty (60) days of notice to a tenant to terminate their lease if they have lived in their dwelling unit for at least six (6) months but less than three (3) years and (c) one hundred twenty (120) days of notice to a tenant to terminate their lease if they have lived in their dwelling unit for more than three (3) years. The Fair Notice Ordinance also requires landlords to provide (a) thirty (30) days of notice to raise a tenant’s rent if they have lived in their dwelling unit for less than six (6) months, (b) sixty (60) days of notice to raise a tenant’s rent if they have lived in their dwelling unit for at least six (6) months but less than three (3) years and (c) one hundred twenty (120) days of notice to raise a tenant’s rent if they have lived in their dwelling unit for more than three (3) years. The Fair Notice Ordinance applies to all tenants; provided, however it does not apply if the eviction process has begun due to nonpayment of rent or another breach of lease. In the event landlords fail to give the required notice, tenants have the right to remain in their dwelling unit for the required notice period or pay the prior rent for the required notice period.



2024 MODEL CHICAGO APARTMENT LEASE

DISCLAIMER: This form lease is not legal advice. It is provided as general guidance for residential leasing within the City of Chicago. Domu encourages landlords and tenants to consult an attorney before using this form. State and local laws regulating residential leasing are subject to change. Landlords seeking CRLTO compliance must include the appended attachments.

Table with 7 columns: LEASED PREMISES, Address, Unit, City, State, Zip, Parking #, Storage #

Table with 4 columns: LEASE DATE, LEASE TERM, PREPAID RENT, CONCESSION(S) GRANTED

Table with 4 columns: MONTHLY RENT, UTILITIES PROVIDED BY LANDLORD, NON-REFUNDABLE FEE(S), SECURITY DEPOSIT(S)

Table with 2 columns: TENANT(S), LANDLORD

Table with 2 columns: TENANT EMERGENCY CONTACT, MANAGEMENT COMPANY/LANDLORD'S AGENT

Table with 2 columns: FINANCIAL INSTITUTION HOLDING SECURITY DEPOSIT, PET(S)

1. **Rent.** Tenant shall pay to Landlord's Agent or, if none, to Landlord, by check, money order, direct debit, or online payment, all monthly Rent, including Pet Rent and Parking Fee, if any, at the address specified herein (or to such other address specified by Landlord in writing), in advance, on or before the Start Date and each monthly anniversary of the Start Date during the Term. All sums due and payable under this Lease shall be considered Rent and shall be paid in the same manner as monthly Rent. Rent shall be deemed paid on the date actually received. If Tenant fails to make any full payment of Rent within five calendar days from the date due, such Rent shall be increased by the amount of the Late Fee, which shall not exceed \$10.00 per month for the first \$500.00 in Rent plus five-percent of the amount by which the Rent exceeds \$500.00. Tenant agrees to pay Landlord \$50.00, upon demand, each time a Rent check is returned for insufficient funds, in addition to any applicable Late Fee. If, during the course of the Term, more than two Rent checks are returned for insufficient funds, Landlord shall have the right to demand that all future payments of Rent be made solely by cashier's check or money order. Tenant's covenant to pay Rent is and shall be independent of each and every other covenant in this Lease, and, subject to governing law, Tenant shall make no deduction nor claim any set-off from Rent.

2. **Security Deposit.** Tenant shall deposit with Landlord the Security Deposit as security for the performance of each and every covenant and agreement to be performed by Tenant under this Lease. To the extent permitted by law, Landlord shall have the right, but not the obligation, to use the Security Deposit, or any portion thereof, to cure any breach or default of Tenant under this Lease or to reasonably compensate Landlord for any property damage caused by Tenant, its guests or invitees, reasonable wear and tear excepted. Tenant may not apply any portion of the Security Deposit toward any Rent due under this Lease. Landlord shall notify Tenant within thirty (30) days after the application of the Security Deposit, or any portion thereof. Such notice shall state the basis for the application of the funds and, if related to repairs or replacements, shall include the estimated or actual cost of the same, attaching receipts for any and all payments. Tenant shall replenish the Security Deposit in full within five (5) days of receipt of Landlord's notice of the application of Security Deposit funds, unless Landlord's notice is received after the expiration or termination of this Lease. Notwithstanding the foregoing, Tenant's liability

for any breach or default under this Lease or for any property damage shall not be limited to the Security Deposit. Upon termination of this Lease, Tenant shall promptly notify Landlord of its new mailing address, and Landlord shall refund the Security Deposit, or any balance thereof, in accordance with governing law, but in no event later than forty-five (45) days, and may pay the entirety of any Security Deposit refund to any Tenant on this

Lease. If the Term is longer than six (6) months, then Landlord shall pay interest to Tenant accruing from the Start Date at the rate of 0.01%, the rate set by the City Comptroller for rental agreements for 2024, and shall make such payment within thirty (30) days after the end of each 12-month rental period.

3. **Move-In Fee.** Tenant shall pay to Landlord's Agent or, if none, to Landlord, by check, money order, direct debit, or online payment, the Move-In Fee at the address specified herein.

4. **Possession.** Tenant shall be entitled to possession of the Premises at 8:00 AM on lease start date at the commencement of the Term. Landlord may deliver possession by tendering the keys to Tenant at the Premises or by making the keys available at the office of Landlord or Landlord's Agent, provided such office is in the reasonable vicinity of the Premises. If Landlord, through no fault of its own, cannot deliver possession of the Premises to Tenant at the commencement of the Term, this Lease shall remain in full force and effect with Rent abated per diem until such time as the Premises is available for Tenant's occupancy, the end date of the Term shall not change, and Landlord shall have no further liability. Subject to the foregoing, Tenant may, upon proper notice to Landlord, terminate the Lease and, upon termination, Landlord shall return all prepaid Rent and refund any Security Deposit, or Tenant may avail itself of any other remedy available under governing law. For so long as Tenant has possession of the Premises, Tenant shall have a license to use the Common Areas, although Tenant's license to use any Common Area amenities may be revoked by Landlord any time that Tenant is in default under this Lease. Tenant shall lose possession of the Premises at 6:00 PM on the lease end date.

5. **Tenant's Use of Premises.** Tenant shall use the Premises as a residence only for the individual(s) identified by Tenant in the rental application that Tenant submitted in connection with this Lease and any children born to or in the legal custody of Tenant during the Term. Tenant shall not engage in any type of commercial activity at the Premises. Tenant shall not use, lease, or license the Premises as a shared housing unit within the meaning of § 4-14-010 of the Municipal Code of Chicago or as a vacation rental within the meaning of § 4-13-100 of the Municipal Code of Chicago, and any such violation shall constitute a default. Tenant shall not permit any guests (other than minor children of Tenant) to lodge at the Premises longer than two weeks consecutively or thirty days cumulatively during the Term, without the express written consent of Landlord. Tenant shall comply with all federal, state, and local laws and regulations while occupying the Premises and shall not engage in any action, or allow any guests or invitees to engage in any action, that would be dangerous to life, limb, or property, cause a disturbance to other tenants or neighbors, damage the reputation of the Premises or the Landlord, or increase the premium cost or invalidate any policy of insurance covering the Building. Tenant shall not store on or around the Premises, or enter upon the Premises with, any item of an unusually dangerous, flammable, or explosive nature or that might unreasonably increase the risk of fire or explosion.

6. **Utilities.** Landlord shall provide all Utilities Provided by Landlord, the cost of which is included in the Rent. Tenant shall be responsible to pay the following utilities serving the premises: [\_\_\_\_], and Tenant shall be responsible for establishing an account with the provider of each applicable utility and for paying for all usage incurred during the Term or during any period that Tenant has possession. Landlord shall not be liable for any utility outages by reason of any cause beyond Landlord's reasonable control, and Landlord shall have no obligation to install or provide, or consent to the installation or provision of, any utility not serving the Premises

at the commencement of the Term. If Tenant fails to pay for any utility that is Tenant's responsibility and such failure is imminently likely to adversely affect Landlord's interests or create a danger to the Premises, Landlord may pay the utility directly and any amount so paid shall be added to the next installment of Rent.

7. **Heating Cost Disclosure.** Landlord Tenant shall be responsible for the cost of heating the Premises. The average monthly cost of utility service from the utility providing the primary source of heat for the Premises based on the energy consumption during the previous twelve months of continuous occupancy is approximately \$\_\_\_\_\_.

\_\_\_\_ Tenant Acknowledgment

8. **Heat.** If heat is a Utility Provided by Landlord, Landlord shall maintain the temperature inside the Premises in accordance with the Chicago Heat Ordinance, Chicago Municipal Code § 13-196-410, at Landlord's sole cost and expense.

9. **Condition of Premises.** By accepting possession of the Premises, Tenant acknowledges that the Premises is in good condition and repair. Tenant agrees that all fixtures, plumbing, heating, electrical, appliances, and equipment are in good working order and condition.

10. **Notice of Conditions Affecting Habitability.** Landlord warrants that there are no conditions affecting habitability as defined by CRLTO § 5-12-100 and 5-12-110

\_\_\_\_ Tenant Acknowledgment

Landlord discloses the following code violations, code enforcement litigation and/or compliance board proceedings during the previous twelve months affecting the Premises or the Common Areas:

\_\_\_\_\_  
The case or identification number of the proceeding and/or a list of the code violations are:\_\_\_\_\_.

Landlord discloses that the City of Chicago or a utility provider intend to terminate utility service to the Premises or the Common Areas. The type of service to be terminated is \_\_\_\_\_, the intended date of termination is \_\_\_\_\_, and the termination will affect\_\_\_\_\_.

\_\_\_\_ Tenant Acknowledgment

11. **Landlord Maintenance.** Landlord's obligation to maintain the fitness and habitability of the Premises shall be coextensive with the obligations imposed by CRLTO § 5-12-110.

12. **Tenant Maintenance.** With respect to the Premises and all appurtenances thereto, Tenant shall (i) keep the same in good, clean, safe, sanitary, and presentable condition, in good order and repair, and in compliance with Chicago municipal code, (ii) repair any damage caused by the misuse, waste, or neglect of Tenant or any of Tenant's guests or invitees, (iii) notify Landlord promptly of any damage, defect, or condition posing a threat to person or property or necessitating attention or repair, (iv) place all garbage in sealed and secured plastic bags and dispose of garbage and recyclables, in designated receptacles, (v) maintain a minimum temperature of 55 degrees, (vi) not use sinks or toilets to dispose of articles that plumbing pipes were not designed to accommodate, (vii) not suffer or commit any waste, or destroy, deface, damage, or impair any property owned by Landlord or third persons, nor allow guests or invitees to do so, and (viii) comply with Tenant's obligations under the Chicago Bed Bug Ordinance, Municipal Code of Chicago § 7-28-850.

13. **Alterations & Improvements.** Tenant shall not make any alterations, additions, or improvements to, nor paint any portion of, the Premises, nor install, remove, or replace any wallpaper, fixtures, equipment, or appliances, nor modify any landscaping, without the express written consent of Landlord. Tenant may not install or affix any equipment to the exterior surface of the Building, including awnings, air conditioning units, satellite dishes, coaxial cable, or television antennae, without the express written consent of Landlord. Landlord may condition any consent on, among other things, Tenant's agreement to pay all costs or employ contractors specifically approved by Landlord. All alterations, additions, or improvements shall become the property of Landlord, unless Landlord requests that they be removed or that the Premises be restored to its original condition at the end of the Term.

14. **Safety Devices.** Tenant agrees to test and maintain any smoke or burglar alarms or carbon monoxide detectors at the Premises, to replace any batteries, as needed, at Tenant's sole cost and expense, and to notify Landlord of any deficiencies in such safety devices that Tenant cannot correct. Landlord warrants that any such safety devices and batteries are in proper working order at the time Tenant takes possession, and Tenant releases Landlord from any and all liability, loss, cost, damage, or expense arising from relating to any failure, defect, or deficiency in any such safety device. Landlord has no obligation to install any safety device or system at the Building, except as required by governing law. If Tenant installs any alarm system at the Building, Tenant shall provide Landlord with instructions on disarming the system upon entry.

15. **Locks & Keys.** Tenant shall have the right to change the locks or keys to any door at the Premises or to change the combination to any digital lock at the Premises, provided, however, that Tenant shall provide Landlord with a copy of the new key(s) or the new combination(s) within 24 hours.

**16. Access.** Landlord and Landlord's Agents, upon 48 hours' written or verbal notice, shall have the right to enter the Premises between 8:30 AM and 6:30 PM ("*Daytime Hours*") for the purpose of inspecting or investigating actual or potential damage, performing required maintenance, alterations, or repairs, supplying necessary or agreed services, conducting inspections authorized or mandated by a governmental entity, or exhibiting the Premises to prospective purchasers or mortgagees. During the final sixty (60) days of the Term, Landlord and Landlord's Agents shall also have the right to enter the Premises during Daytime Hours and upon 48 hours' written or verbal notice, for the purpose of exhibiting the Premises to prospective tenants. In the event of apparent or actual emergency, or of practical necessity to make repairs elsewhere in the Building, Landlord or Landlord's Agents may enter the Premises at any time without notice, provided Landlord subsequently informs Tenant of such entry within two (2) days. In all instances, Landlord or Landlord's Agent shall knock and announce before entering. For purposes of this paragraph only, written or verbal notice may be communicated in any diligent, good faith manner reasonably calculated to reach Tenant. Nothing in this paragraph shall be construed to limit Landlord's or Tenant's rights, privileges, or remedies under governing law. In the event Tenant wrongfully precludes Landlord from access to the Premises, Landlord shall be entitled to liquidated damages in the amount of two months' Rent, in addition to any other remedies available at law or in equity.

**17. Quiet Enjoyment.** Landlord covenants and agrees that if Tenant pays Rent and faithfully observes and performs all of its obligations under this Lease, including any Rules and Regulations promulgated hereunder, Tenant may peaceably and quietly enjoy the Premises during the Term.

**18. Pets.** Tenant may not keep any pets or animals at the Property other than those identified on the front page of this Lease. No pet may be permitted in any Common Areas without a leash, and Tenant shall properly dispose of all pet waste in and around the Property. Landlord reserves the right to require Tenant to remove any pet that becomes dangerous to other tenants or neighbors or that repeatedly damages or causes disturbances in the Building or on the Property. Tenant shall be liable for injuries to any individual or damage to the Premises, Building, or Property caused by Tenant's pet(s). Service dogs assisting disabled persons shall not be considered pets.

**19. Indemnification.** To the extent permitted by law, Tenant shall defend, indemnify, and hold Landlord and Landlord's Agents harmless from and against any and all liability, loss, cost, or expense, including reasonable attorneys' fees, arising from or relating to any act or neglect of Tenant, Tenant's agents, contractors, guests, pets, or invitees, or any person in or about the Premises with Tenant's express or implied consent.

**20. Insurance.** Landlord is not responsible for Tenant's furniture or other belongings. Tenant shall obtain and keep in full force and effect during the entire Term, a policy of renter's insurance in an amount sufficient to cover the insurable value of Tenant's personal possessions located in the Premises and on the Property, and inclusive of liability coverage. Upon Landlord's request, Tenant shall provide evidence of such renter's insurance.

**21. Assignment & Subletting.** Tenant shall not assign or sublease any interest in this Lease without the express written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment or sublease without Landlord's consent shall constitute a material breach of this Lease. No sublease or assignment shall operate to release Tenant or any Guarantor from any obligation or liability under this Lease, and no consent to a particular assignment or sublease shall be construed as a consent to any other assignment or sublease.

**22. Surrender Of Possession.** Upon expiration or termination of this Lease, Tenant shall immediately vacate and surrender possession of the Premises in as good and clean an order and condition as the Premises was in at the beginning of the Term, reasonable wear and tear excepted, and Tenant shall immediately deliver all keys to Landlord or Landlord's Agent.

**23. Holdover.** If Tenant fails to surrender possession following the expiration of the Term, Landlord may (i) treat Tenant as a tenant at sufferance and recover liquidated damages in an amount equal to one-fifteenth of the monthly Rent due during the final month of the Term for each day, or portion of a day, that Tenant holds over or (ii) treat Tenant's holdover as an offer to renew the Lease for a period of one year, provided, however, that Landlord notifies Tenant of its election within thirty (30) days after the expiration of the Term. If, within such thirty (30) day period, Landlord makes no election, a month-to-month tenancy shall be deemed created at the monthly Rent in effect as of the final month of the Term.

**24. Tenant Default.** Any failure to pay Rent, material non-compliance with this Lease, or violation of CRLTO §5-12-040 by Tenant shall constitute a default. If the default is curable, and, within the applicable period specified by CRLTO §5-12-130, Tenant fails to cure said default following receipt of proper notice from Landlord, Landlord may terminate the Lease, maintain an action for possession without terminating the Lease, and/or exercise any and all other rights, and seek any and all remedies, individually or collectively, available at law or in equity, and the assertion or pursuit of any particular right or remedy shall not preclude the assertion or pursuit of any other. Tenant's obligation to pay Rent during the Term or any holdover shall not be vitiated by the service of any notice or demand or the commencement of any legal proceeding by Landlord. Any legal proceeding instituted to enforce any right of Landlord under this Lease may be filed and prosecuted by and in the name of Landlord or Landlord's Agent.

**25. Landlord Default.** Any material non-compliance by Landlord with this Lease or with CRLTO §5-12-070 shall constitute a default. If, within the applicable grace period specified by CRLTO §5-12-110, Landlord fails to cure any default following receipt of proper notice from Tenant, or, in the event notice is not required, Tenant may exercise any and all rights and seek any and all remedies, individually or collectively, available at law or in equity, and the assertion or pursuit of any particular right or remedy shall not preclude the assertion or pursuit of any other.

**26. Casualty.** If, as a result of fire or casualty, the Premises is in material noncompliance with the Lease or CRLTO §5-12-070, the provisions of CRLTO §5-12-110(g) shall govern. In the event Tenant vacates the Premises without providing Landlord timely notice of intent to terminate the Lease under CRLTO §5-12-110(g)(1) or Tenant desires to continue the tenancy under CRLTO §5-12-110(g)(3), Rent shall abate until material compliance with the Lease or CRLTO §5-12-070 is restored.

**27. Eminent Domain.** If the whole or any substantial part of the Property, Building, or Premises is taken or condemned by any competent public entity for any purpose, then this Lease shall terminate and Rent shall be pro-rated as of the date of the condemnation or taking. Tenant shall not be entitled to receive any portion of any condemnation award.

**28. Abandonment.** Tenant shall not abandon the Premises. Abandonment shall be deemed to have occurred as provided by CRLTO §5-12-130(e) and shall vest Landlord with all rights available thereunder.

**29. Extended Absence.** In the event the Premises will remain unoccupied for more than twenty-one (21) consecutive days, Tenant shall notify Landlord at least seven (7) days in advance of such absence.

**30. Liens.** Tenant shall not suffer or permit any lien or claim for lien to be filed against the Property arising out of work performed, or alleged to have been performed, by, at the direction of, or on behalf of Tenant. If any such lien or claim for lien is filed, Tenant shall within ten days after receiving notice thereof (i) cause such lien or claim for lien to be released or (ii) deliver to Landlord a proper bond in the amount of 150% of the amount of the lien, issued by a surety satisfactory to Landlord, indemnifying, defending, and holding Landlord harmless from and against all liability, loss, cost, and expense resulting from such lien or claim for lien. If Tenant fails to take either of the foregoing actions, Landlord, without investigating the validity of such lien or claim for lien, may (i) pay or discharge the same and Tenant shall thereafter reimburse Landlord upon demand for the amount so paid or (ii) declare a default.

**31. Subordination.** This Lease, and Tenant's interest hereunder, shall be subordinate and inferior to any past, present, or future mortgages affecting the Premises, any advances made upon any such mortgages, and any renewals or extensions thereof.

**32. Application.** Any application submitted by Tenant in connection with this Lease is incorporated herein by reference. Tenant represents and warrants that all statements made in such application are true and complete. Tenant agrees that Landlord was induced to sign this Lease in reliance on all such statements, and Tenant further agrees that any breach of the foregoing representation and warranty shall constitute a default under this Lease.

**33. Notice.** All notices required or permitted under this Lease shall be given by signed writing and served by (i) personal delivery, (ii) certified United States mail, return receipt requested, or (iii) nationally-recognized overnight courier without waiver of signature. In the case of notices to Landlord, service shall be made upon Landlord's Agent, or, if none is identified, to Landlord. In the case of notices to Tenant, service by any method other than personal delivery shall be made at the Premises. Notice shall be deemed received at the time of personal delivery or on the date of signing for certified mail or overnight courier delivery. If more than one good-faith attempt at service has failed, Landlord may serve notice on Tenant by posting on the front door to the Premises and thereafter sending a carbon copy of said notice to Tenant by first-class United States mail, in which case notice shall be deemed to have been received three days after mailing. Landlord may change the name and/or address of its authorized agent through notice to Tenant in accordance with this Paragraph.

**34. Recording.** Tenant shall not record this Lease in any public office. Breach of this condition shall constitute a default.

**35. Easement.** Landlord retains an easement to display tasteful "for sale," "for rent," or similar signs in any Common Areas of the Premises or on the exterior of the Premises at any time within sixty (60) days prior to the expiration of this Lease.

**36. Waiver.** The failure of Landlord to exercise any right under this Lease shall not be construed as a waiver or relinquishment of such right, and Tenant may not rely upon Landlord's inaction at any time or from time to time. The express waiver of any right by Landlord shall not operate as a waiver of any other right.

**37. Merger Clause.** Tenant acknowledges and agrees that this Lease (and any attachments or riders expressly referenced herein) embodies the complete and entire understanding between the parties with respect to the leasing of the Premises and the obligations of Landlord, and Tenant is not relying upon any statement, promise, representation, or warranty not expressed herein, including any promise to alter or improve the Property, Building, or Premises. All understandings and agreements between Landlord and Tenant are merged into this Lease.

**38. Severability.** If any of the provisions of this Lease or the application thereof shall for any reason be held invalid, unlawful, or unenforceable, or to the extent that any governing law imposes any obligation on Landlord or Tenant that contravenes any provision of this Lease or prohibits the inclusion of any provision in this Lease, then this Lease shall be deemed amended to comply with such law, and the remainder of this Lease shall not be affected thereby. If an invalid provision of this Lease cannot be reformed, it shall be severed, and the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**39. Modification.** No modification, waiver, or amendment of this Lease or any of its terms, conditions, or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.

**40. Binding Effect.** The covenants, conditions, and obligations contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of Landlord and Tenant, provided, however, that following the death of the last surviving Tenant, the heirs or legal representatives of said Tenant may terminate this Lease upon sixty (60) days' written notice.

**41. Joint and Several Liability.** All Tenants under this Lease shall be jointly and severally liable for all covenants, agreements, and obligations hereunder.

**42. Construction.** The headings of each paragraph in this Lease are for convenience only and shall not be used for interpretive purposes. Singular words, including "Landlord" and "Tenant," shall be interpreted as plural where necessary or where context permits.

**43. Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for Illinois choice-of-law principles.

**44. Definitions.** The following capitalized terms used in this Lease shall have the following meanings:

"Building" shall mean the entire physical structure in which the Premises is located, including all fixtures, machinery, and equipment appurtenant thereto.

"Common Areas" constitute all portions of the Property except separately-demised premises intended for separate occupancy by tenants and any portions of the Property to which Landlord restricts public access, including, but not limited to, lounges, laundry rooms, indoor and outdoor recreational facilities, garages, vestibules, stairways, corridors, elevators, and passages used for ingress or egress to and from the Building and the Premises.

"Condominium Association's Fees" shall mean the monetary sum(s) charged by the Building to the Tenant for move-in and/or move-out.

"CRLTO" shall mean the Chicago Residential Landlord and Tenant Ordinance (Title V, Chapter 12), as the same has heretofore been, or may hereafter be, amended.

"Landlord" shall mean the person(s) or entit(ies) identified as "Landlord(s)" on the front page of this Lease.

"Landlord's Agent" shall mean the person or entit(ies) identified as "Landlord's Agent" on the front page of this Lease. Landlord's Agent is authorized to act for and on behalf of Landlord for the purpose of service of process and for the purpose of receiving notices and demands.

"Lease" shall mean this Chicago Apartment Lease between Landlord and Tenant.

"Move-In Fee" shall mean the nonrefundable, one-time monetary sum to be paid by Tenant to Landlord to compensate Landlord for the cost of transitioning the Premises to Tenant. The total amount of the Move-In Fee is stated on the front page of this Lease.

"Move-Out Fee" shall mean the nonrefundable, one-time monetary sum to be paid by the Tenant to the Landlord to compensate the Landlord for the cost of transitioning the Premises at the conclusion of the Lease Term.

"Pet Fee" shall mean the non-refundable, one-time sum to be paid by Tenant to Landlord to cover costs associated with housing pets on the Premises.

"Premises" means, in the case of a multi-unit Building, that separately demised portion of the Property designated for exclusive occupancy by the Tenant and includes all appurtenances therein, including fixtures, equipment, and appliances. In the case of a single-family dwelling, the "Premises" is coextensive with the Property.

"Property" shall mean the parcel or parcels of land owned by Landlord on which the Building is situated.

"Rent" shall mean any and all monetary sums required to be paid by Tenant to Landlord, including, but not limited to, the total amount stated on the front page of this Lease, applicable Late Fees, and returned check charges.

"Security Deposit" shall mean the funds required to be deposited by Tenant to secure its performance of all obligations and covenants under this Lease. The total amount of the Security Deposit is stated on the front page of this Lease.

"Start Date" shall mean the date so specified in the Lease Term box on the front page of this Lease.

"Tenant" shall mean the person(s) identified as "Tenant(s)" on the front page of this Lease.

"Utilities Paid by Landlord" shall mean the utility services identified on the front page of this Lease that are provided to the Premises at Landlord's sole cost and expense.

**FURTHER ACKNOWLEDGEMENTS BY TENANT**

Tenant acknowledges receipt of the following documents:

- Recycling Brochure \_\_\_\_\_ (Tenant(s) Initials)
- Chicago Residential Landlord Tenant Ordinance Summary \_\_\_\_\_ (Tenant(s) Initials)
- Lead-Based Paint Disclosure & Pamphlet \_\_\_\_\_ (Tenant(s) Initials)
- Radon Hazard Disclosure \_\_\_\_\_ (Tenant(s) Initials)
- Security Deposit Receipt \_\_\_\_\_ (Tenant(s) Initials)
- Bed Bug Infestation Prevention Brochure \_\_\_\_\_ (Tenant(s) Initials)
- Premises Inspection Checklist \_\_\_\_\_ (Tenant(s) Initials)
- Condominium Association Rules & Regulations \_\_\_\_\_ (Tenant(s) Initials)
- Resident Handbook \_\_\_\_\_ (Tenant(s) Initials)

**SIGNATURE PAGE FOLLOWS**

In consideration of the mutual covenants and agreements set forth herein or in any rental application, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term, pursuant to the terms and conditions contained in, or incorporated into, this Lease.

**TENANT(s)**

**LANDLORD(s)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Rules And Regulations**

The following rules and regulations, and any others referenced in this Lease, are binding upon Tenant, and any failure by Tenant to observe these rules and regulations shall be deemed a material breach of this Lease. Landlord reserves the right to supplement, modify, or amend any such rules and regulations in the interest of maintaining the safety, security, and quality of the Property and the Premises, provided, however, that Landlord may not promulgate any new rules or regulations that materially alter any of the existing terms of this Lease.

**Lockouts.** Landlord shall not be obligated to provide access to the Premises if Tenant becomes locked out, but may provide such access at its sole and absolute discretion and may charge a reasonable fee for readmittance or replacement keys.

**Common Areas.** The Common Areas shall not be used for any purpose other than ingress and egress. Tenants may not obstruct the Common Areas nor use the Common Areas to keep or store any type of personal belongings.

**Deliveries.** Landlord retains the right to designate those areas of the Property through which deliveries of furniture, supplies, goods, and packages shall be made.

**Garbage and Recycling.** Tenant shall comply with all signs regarding the proper disposal of garbage and recycling.

**Laundry.** Tenant agrees to clean any lint filters and to keep the laundry area free of debris. Landlord shall not be liable for any personal injury or property damage arising from or relating to Tenant's use of any laundry facilities made available under this Lease.

**External Signage.** No signs, flags, banners, posters, or other media may be hung from the outside of the building, nor may any lettering, artwork, or graphics be exhibited, inscribed, painted, or affixed on or to any window, window-sill, or other exterior surface of the building without the express written consent of Landlord.

**Noise.** Tenants may not make or generate an excessive amount of noise, nor engage in any loud or boisterous activity reasonably likely to disturb neighbors.

**Porches and Balconies.** Tenant may not allow more than three persons to congregate on any porch, terrace, outdoor stairway, or balcony at any time, nor may Tenant engage in or permit any activity on any porch, terrace, or balcony that could potentially pose a danger to life or limb. Tenant further agrees not to use any balcony, porch, or exterior improvement for the purpose of drying laundry or storing bicycles.

**Cooking.** Tenants may not engage in any type of cooking or barbequing outside the kitchen and may not light any type of fire on any porch, terrace, or balcony.

**Water Beds.** Tenants may not bring any type of water bed or other furniture filled with liquid onto the Premises without the express written consent of Landlord.

**Rules of Condominium Association.** If the Premises is a condominium and Landlord has provided Tenant with the Condominium Association's rules and regulations, Tenant and Tenant's invitees and guests shall comply with such rules and regulations.

**Smoking and Vaping.** Smoking and Vaping are prohibited in the Common Areas and within fifteen feet of the entrances to the Building.

**Recreational Cannabis Consumption.** The consumption of recreational cannabis is not permitted in the Common Areas of the Building.

**Guaranty**

In consideration of, and as inducement for, the execution and delivery of this Lease by Landlord, the undersigned guarantor ("Guarantor") absolutely, unconditionally, and irrevocably guaranties to Landlord, its successors and assigns, the full and prompt payment of all Rent and the full and timely performance and observance of all covenants, terms, conditions, and obligations required of Tenant, its successors and assigns. This Guaranty shall be enforceable without the necessity of any demand being made of, or any lawsuit or proceeding being instituted against, Tenant, its successors or assigns, and without the necessity of any notice of the non-payment, non-performance, or non-observance of any covenant, term, condition, or obligation under the Lease. Any such notice that might otherwise be required is hereby waived by Guarantor. No release or discharge of Tenant in any receivership, bankruptcy, winding-up, or other proceeding shall affect, diminish, impair, invalidate, or terminate this Guaranty or otherwise serve as a defense to this Guaranty. This Guaranty shall not be affected by any subletting or assignment by Tenant. Guarantor represents and warrants that this Guaranty constitutes a legal, valid, and binding obligation of Guarantor, enforceable in accordance with its terms. If more than one Guarantor executes this Guaranty, all Guarantors shall be jointly and severally liable hereunder.

**GUARANTOR**

**GUARANTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



Lori E. Lightfoot  
Mayor of Chicago

**CITY OF CHICAGO  
RESIDENTIAL LANDLORD AND  
TENANT ORDINANCE SUMMARY**



At initial offering, this Summary of the ordinance must be attached to every written rental agreement and also upon initial offering for renewal. The Summary must also be given to a tenant at initial offering of an oral agreement, whether the agreement is new or a renewal. Unless otherwise noted, all provisions are effective as of November 6, 1986. {Mun. Code Ch. 5-12-170}

**IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE ORDINANCE, OBTAIN A COPY OF THE ENTIRE ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY WOULD ALSO BE ADVISABLE. FOR A COPY OF THE ORDINANCE, VISIT THE CITY CLERK'S OFFICE ROOM 107, CITY HALL, 121 N. LASALLE, CHICAGO, ILLINOIS.**

**IMPORTANT NOTICE**

**A message about porch safety:** The porch or deck of this building should be designed for a live load of up to 100 lbs. per square foot, and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.

**WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? {MUN. CODE CH. 5-12-010 & 5-12-020}**

- Rental units with written or oral leases (including all subsidized units such as CHA, IHDA, Section 8 Housing Choice Vouchers, etc.)
- 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.
  - Owner occupied co-ops and condominiums.

**WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? {MUN. CODE CH. 5-12-040}**

The tenant, the tenant's family and invited guests must comply with all obligations imposed specifically upon tenants by provision of the Municipal Code, applicable to dwelling units, including section 7-28-859:

- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant's apartment.
- Keeping the unit safe and clean.
- Using all equipment and facilities in a reasonable manner.
- Not deliberately or negligently damaging the unit.
- Not disturbing other residents.

**LANDLORD'S RIGHT OF ACCESS {MUN. CODE CH. 5-12-050}**

- A tenant shall permit reasonable access to a landlord upon receiving two days notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A general notice to all affected tenants may be given in the event repair work on common areas or other units may require such access.
- In the event of emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice within two days after entry.

**SECURITY DEPOSITS AND PREPAID RENT {MUN. CODE CH. 5-12-080 AND 5-12-081}**

- A landlord must give a tenant a receipt for a security deposit including the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- However, if the security deposit is paid by means of an electronic funds transfer, the landlord has the option to give an electronic receipt. The electronic receipt must describe the dwelling unit, state the amount and date of the deposit, and have an electronic or digital signature. (eff. 10-8-10)
- However, the landlord may accept the payment of the first month's rent and the security deposit in one check or one electronic funds transfer and deposit such rent and security deposit into one account, if the landlord within 5 days of such acceptance transfers the security deposit into a separate account. (eff. 10-8-10)
- A landlord must hold all security deposits in a federally insured interest-bearing account in a financial institution located in Illinois. Security deposits and interest thereon shall not be commingled with the assets of the landlord.
- A written rental agreement must specify the financial institution where the security deposit will be deposited. If there is no written rental agreement, the landlord must in writing provide such information to the tenant within 14 days of the receipt of the security deposit. If the security deposit is transferred to another financial institution, the landlord must notify the tenant within 14 days of the transfer the name and address of the new financial institution. (eff. 10-8-10)

# Chicago Rents Right

Good Tenants, Good Landlords, Great Neighborhoods!

For more information, please call 312-742-RENT(7368)



## **SECURITY DEPOSITS AND PREPAID RENT {MUN. CODE CH. 5-12-080 AND 5-12-081} (cont.)**

- A landlord must pay interest each year on security deposits and prepaid rent held more than six months. (eff. 1-1-92)
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of a fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)
- In the event of a sale or any other disposition of residential real property by a landlord, the successor landlord is liable to the tenant for any security deposit or prepaid rent paid to the original landlord. The successor landlord must notify the tenant, in writing, within 14 days from the disposition that the deposit or prepaid rent was transferred to the successor landlord. The original landlord remains liable for the deposit or prepaid rent until the original landlord transfers the deposit or prepaid rent to the successor landlord and provides proper notice of such transfer to the tenant. (Mun. Code Ch. 5-12-080 (e) eff. 5-18-10)
- Subject to correcting a deficient amount of interest paid to a tenant on a security deposit if a landlord fails to comply with specified security deposit requirements the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest. (eff. 10-8-10)

## **WHAT ARE THE LANDLORD’S GENERAL DUTIES UNDER THE ORDINANCE?**

- To give tenant written notice of the owner’s or manager’s name, address and telephone number. {Mun. Code Ch. 5-12-090}
- Within seven (7) days of being served a foreclosure complaint an owner or landlord of a premises that is the subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed. The owner or landlord shall also notify of a foreclosure suit, in writing, before a tenant signs a lease. {Mun. Code Ch. 5-12-095 eff.11-05-08}
- To give new or renewing tenants notice of:
  - 1)Code citations issued by the City in the previous 12 months;
  - 2)Pending Housing Court or administrative hearing actions;
  - 3)Water, electrical or gas service shut-offs to the building during entire occupancy. {Mun. Code Ch. 5-12-100}
- To maintain the property in compliance with all applicable provisions of the Municipal Code. {Mun. Code Ch. 5-12-070}
- To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92) {Mun. Code Ch. 5-12-130 (i)}
- If the rental agreement will not be renewed, or if the rental rate will be increased, to provide a tenant with at least 30 days if the tenant has occupied the apartment for up to six months; 60 days if the tenant has occupied the apartment for more than six months and up to three years; and 120 days if the tenant has occupied the apartment for more than three years. (eff. 7-28-20) {Mun. Code Ch. 5-12-130 (j)}
- To not enforce prohibited lease provisions. {Mun. Code Ch. 5-12-140}
- Bed Bugs-Education. For any rental agreement for a dwelling unit entered into or renewed after the effective date of this 2013 amendatory ordinance, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the department of health pursuant to section 7-28-860. {Mun. Code Ch. 5-12-101}

## **TENANT REMEDIES {MUN. CODE CH. 5-12-110}**

### **Minor Defects**

- If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant’s family or guests are not responsible for the failure, the tenant may:
  - 1)Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the fifteenth day until repairs are made; OR
  - 2)Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may have the repairs made and deduct up to \$500 or 1/2 of the month’s rent, whichever is more, but not to exceed one month’s rent. Repairs must be done in compliance with the Code. Receipt for the repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; and also
  - 3)File suit against the landlord for damages and injunctive relief.

### **Major Defects**

- If the landlord fails to maintain the property in compliance with the Code, and the failure renders the premises not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If after 14 days repairs are not made, the tenant may immediately terminate the lease. Tenant must deliver possession and move out in 30 days or tenant’s notice is considered withdrawn. (eff. 1-1-92)

## **FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) {MUN. CODE CH. 5-12-110(f)}**

- If, contrary to the lease, an essential service is not provided, or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, and the tenant or tenant’s family or guests are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:
  - 1)Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent; OR
  - 2)File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
  - 3)Procure substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof; OR
  - 4)Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold the monthly rent an amount that reason-

ably reflects the reduced value of its premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period; OR (eff. 1-1-92)

- 5)Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession and move out within 30 days or the notice of termination is considered withdrawn. (eff. 1-1-92)

**Note: Remedies 4) and 5) may not be used if the failure is due to the utility provider’s failure to provide service.** For the purposes of this section only, the notice a tenant provides must be in writing, delivered to the address the landlord has given the tenant as an address to which notices should be sent. If the landlord does not inform the tenant of an address, the tenant may deliver written notice to the lastknown address of the landlord or by any other reasonable means designed in good faith to provide written notice to the landlord. (eff.1-1-92)

## **FIRE OR CASUALTY DAMAGE {MUN. CODE CH. 5-12-110 (g)}**

- If a fire damages the unit to an extent that it is in material noncompliance with the Code and the tenant, tenant’s family or guests are not responsible for the fire or accident, the tenant may:
  - 1)Move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.
  - 2)The tenant may stay in the unit, if it is legal, but if the tenant stays and cannot use a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
  - 3)If the tenant stays, and the landlord fails to diligently carry out the work, the tenant may notify the landlord, in writing, within 14 days after the tenant becomes aware that the work is not being diligently carried out, of the tenant’s intention to terminate the rental agreement and move out.

## **SUBLEASES {MUN. CODE CH. 5-12-120}**

- The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.
- 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.
- If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord’s cost of advertising.

## **WHAT HAPPENS IF A TENANT PAYS RENT LATE? {MUN. CODE CH. 5-12-140 (h)}**

- If the tenant fails to pay rent on time, the landlord may charge a late fee of \$10.00 per month on rents under \$500 plus 5 percent per month on that part of the rent that exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700 monthly rent the late fee is \$10 plus 5% of \$200.00 or \$20.00 total) (eff. 1-1-92)

## **WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A**

### **TERMINATION NOTICE? {MUN. CODE CH. 5-12-140 (g) CH. 5-12-130 (g)}**

- If the landlord accepts the rent due knowing that there is a default in payment, the tenant may stay.

## **LANDLORD REMEDIES {MUN. CODE CH. 5-12-130}**

- If the tenant fails to pay rent, the landlord, after giving five days written notice to the tenant, may terminate the rental agreement. However, the tenant may remain in the unit with a rental agreement in good standing if the tenant pays the full amount of back rent and landlord court filing fees before a judge issues an order of possession. If, however, the tenant uses this provision and later receives a second written notice of nonpayment, the tenant will have only five days to pay unpaid rent.
- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.
- If the tenant fails to comply with the Code or the rental agreement, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of emergency, or within 14 days. If the breach is not corrected in the time period specified, the landlord may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for all costs of repairs.

## **LOCKOUTS {MUN. CODE CH. 5-12-160}**

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

- It is illegal for a landlord to lock out a tenant, or change locks, or remove doors of a rental unit, or cut off heat, utility or water service, or to do anything which interferes with the tenant’s use of the apartment.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity. (eff. 1-1-92) (Police Special Order 93-12)
- The landlord shall be fined \$200 to \$500 for each day the lockout occurs or continues.
- The tenant may sue the landlord to recover possession of the unit and twice the actual damages sustained or two months’ rent, whichever is greater.

## **PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD {MUN. CODE CH. 5-12-150}**

- A 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. A landlord is prohibited from retaliating 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.

## **ATTORNEY’S FEES {MUN. CODE CH. 5-12-180}**

- Except in eviction actions, the prevailing plaintiff in any action arising from the application of this Ordinance shall be entitled to recover all court costs and reasonable attorney’s fees. (eff. 1-1-92)

## **WHERE CAN I GET A COPY OF THE ORDINANCE?**

- For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago, Illinois.

*Approved by the City of Chicago, June 2013; Summary Revised 2020*

# 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).



# Protect Your Family From Lead in Your Home



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

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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).



## Consumer Product Safety Commission (CPSC)

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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)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to 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

## 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 (LL-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

## 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](https://www.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

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### 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.

## For More Information

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### 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/lead](http://epa.gov/lead) 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/safewater](http://epa.gov/safewater) 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/lead](http://epa.gov/lead), 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**.

## Other Sources of Lead, continued

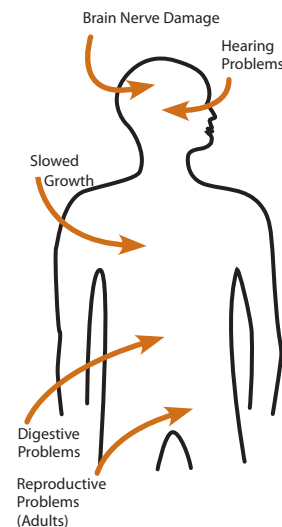
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that 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.

## 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

<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.

## Check Your Family for Lead

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**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.**

## Other Sources of Lead

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### 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](https://www.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.

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

## 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](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## 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.

**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](https://www.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.



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

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**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 ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  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.

## Reducing Lead Hazards, continued

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**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 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](https://www.epa.gov/lead), or call 1-800-424-LEAD.

## 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.

## 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.

## Checking Your Home for Lead, continued

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

- 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](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

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**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.

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<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.



# RESIDENTIAL LANDLORD AND TENANT ORDINANCE

## Rate of Interest on Security Deposits

Municipal code chapters 5-12-080, 5-12-081 and 5-12-170

- A landlord must give a tenant a receipt for a security deposit that includes the owner’s name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest each year on security deposits (eff. 11-6-86) and prepaid rent (eff. 1-1-92) held more than six months.
- The rate of interest that a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before a landlord can deduct expenses for damages from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- Within 45 days of the date the tenant vacates the dwelling unit, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)

Under Chapter 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of Jan. 1, 2024, based on information from the City Comptroller’s Office, the interest rate to be paid on security deposits is 0.01%.

The rate is based upon the average of the rates of interest of the following types of accounts at Chase Bank, which is the commercial bank having the most branches located in the City of Chicago: Savings Account 0.01 percent, insured Money Market 0.01 percent and Six-month Certificate of Deposit (based on a deposit of \$1,000) 0.01 percent.

### Security Deposit Interest Rate January 1-December 31, 2024: 0.01%

2015 to 2024: 0.01%	2008: 1.26%	2001: 3.10%
2014: 0.013%	2007: 1.68%	2000: 2.71%
2013: 0.023%	2006: 1.71%	1999: 2.63%
2012: 0.057%	2005: 1.01%	1997: 3.38%
2011: 0.073%	2004: 0.42%	Pre-July 1997: 5%
2010: 0.073%	2003: 0.52%	
2009: 0.12%	2002: 0.83%	

For a copy of the complete Residential Landlord and Tenant Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 N. LaSalle St. For a copy of the Residential Landlord and Tenant Ordinance Summary, visit the Department of Housing, City Hall, Room 1006.

- El dueño del edificio (propietario) debe darle a su inquilino (arrendatario) un recibo por Depósito de Seguridad que incluya el nombre de la persona, la fecha cuando fue recibido y la descripción de la unidad (casa) que esta rentando. El recibo debe ser firmado por la persona aceptando el depósito de seguridad.
- El dueño del edificio debe pagar interes cada año en el depósito de seguridad (eff. 11-6-86) y renta en la prepagada (eff. 1-1-92) retenida por más de seis meses.
- La tarifa de interés que el dueño del edificio debe pagar es fijada cada año por el Controlador de la Ciudad. (eff. 7-1-97).
- Antes que el dueño del edificio pueda deducir los gastos por daños del deposito de seguridad, el dueño del edificio deberá proporcionar a su inquilino (arrendatario) una declaración detallada de los articulos dañados, dentro de los 30 dias de la fecha que el inquilino (arrendatario) deje vacante la unidad que rentaba.
- Dentro de los 45 dias de la fecha que el inquilino (arrendatario) deje vacante la unidad o casa, el dueño del edificio deberá devolver todos los depósitos de seguridad y el interés requerido, si lo hay, menos la renta sin pagar y los gastos por los daños.
- En el evento de fuego, el dueño del edificio deberá devolver todos los depósitos de seguridad y el interés requerido, si lo hay, menos la renta sin pagar y los gastos por daños, dentro de los siete dias en que el inquilino (arrendatario) proporcionó notificación de terminación del acuerdo de renta. (eff. 1-1-92)

Bajo el Capitulo 5-1 2 del Codigo Municipal de Chicago, secciones 5-12-081 y 5-12-082, el controlador de la Ciudad debera calcular y anunciar con el primer día de negocios de cada año, la tarifa de interés con la que los depósitos de seguridad serán pagados. Empezando Enero 1, del 2024 basado en la información de la Oficina del Controlador (City Comptroller’s Office), la tarifa de interés en depósitos de seguridad es de 0.01 por ciento. Esta tarifa esta basada en un promedio del interés de las cuentas de ahorros regulares de los siguientes tipos de cuentas de Chase Bank, el cual es el banco comercial que tiene mas sucursales localizadas en la Ciudad de Chicago: Libras de Ahorros 0.01 por ciento; Dinero Asegurado por la Bolsa 0.01 por ciento; y Certificado de Deposito por seis meses (basado en depósitos de \$1,000) 0.01 por ciento.

**Tarifa de Interes Deposito de Seguridad**  
**Enero 1-Diciembre 31, 2024: 0.01%**

2015 - 2024: 0.01%	2008: 1.26%	2001: 3.10%
2014: 0.013%	2007: 1.68%	2000: 2.71%
2013: 0.023%	2006: 1.71%	1999: 2.63%
2012: 0.057%	2005: 1.01%	1997: 3.38 %
2011: 0.073%	2004: 0.42%	Antes de Julio 1997:
2010: 0.073%	2003: 0.52%	5%
2009: 0.12%	2002: 0.83%	

Para una copia de la Ordenanza de Residencias para Dueños e Inquilinos, visite la oficina del City Clerk, Cuarto 107, 121 N. LaSalle St. Para una copia del resumen de la Ordenanza de Residencias para Dueños e Inquilinos, visite DOH, 121 N. LaSalle St., Cuarto 1006.

- Enclose in a plastic bag any personal property that will be moved through any common area of the building, or stored in any other location.

**Are there any exemptions to these tenant responsibilities?**

Yes. The ordinance exempts tenants who live in an assisted living or shared housing establishment, or similar living arrangement, where the establishment is required to provide the tenant assistance with activities of daily living or mandatory services. In such cases, the landlord is responsible for making the necessary preparations and removing or disposing of any personal property.

**What penalties can a tenant face for not complying with these requirements?**

The ordinance allows the city to issue fines to tenants for not complying with these requirements. Fines can go as high as \$2,000 for a third offense. Landlords can not fine tenants.

**What are my rights as a tenant under this ordinance?**

Landlords can't retaliate against a tenant if the tenant:

- Complains of a bed bug infestation to a governmental agency elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code.
- Complains of a bed bug infestation to a community organization or to the news-media.
- Seeks the assistance of a community organization or the news-media to remedy a bed bug infestation.
- Asks the landlord to provide pest control measures.
- Testifies in court concerning any bed bug infestation.

**What are my landlord's responsibilities under this ordinance?**

Landlords have three main responsibilities under this ordinance:

- 1) Educate tenants about bed bugs by providing this brochure when tenants sign a new or renew an existing lease or other rental agreement.
- 2) Notify tenants prior to any inspection or treatment of their apartment for bed bugs and provide instructions for preparing the apartment.
- 3) Get rid of the bed bug infestation by providing pest control services by a pest management professional.

**How much time does a landlord have to provide a pest management professional?**

The ordinance allows landlords up to 10 days to have a pest management professional come to inspect your apartment.

**Does the ordinance require any specific type of inspection or treatment?**

If bed bugs are in an apartment, there is a chance they may be found in additional apartments in that same building, especially those closest to the apartment with the bed bugs. As a result, the apartments on either side and directly above and below the apartment with the bed bugs need to be inspected and if necessary, treated. Treatment will only occur if bed bugs are found.

**Do these requirements apply to condominiums or cooperative building?**

Yes, but only to units that are being rented.

**What penalties can a landlord face for not complying with these requirements?**

The ordinance allows the city to issue fines to landlords for not complying with these requirements. Fines can go as high as \$2,000 for a third offense.

**What should I do if my landlord is not responsive?**

If you suspect there are bed bugs in your apartment, call your landlord immediately and follow-up in writing. Give your landlord up to 10 days to have a pest management professional come to inspect your apartment. If your landlord is not responsive, call 311 and file a complaint.

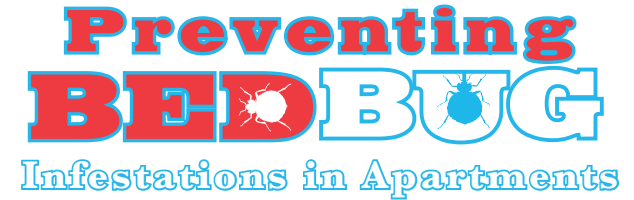
Additional information, including a copy of the ordinance, can be found at:

[www.cityofchicago.org/health](http://www.cityofchicago.org/health)

Follow us on Twitter & Facebook

 @ChiPublicHealth

 /ChicagoPublicHealth



Bed bugs can be found in homes, apartments, hotels, schools, dormitories, shelters, offices and other places. This brochure provides information on bed bugs and what you should do if you have or suspect you have a bed bug infestation in your apartment. It also describes your rights and responsibilities as a tenant.

### **Why is this brochure being provided to me?**

In 2013, the City of Chicago passed an ordinance to help address the growing problem of bed bugs. This ordinance provides that landlords and tenants share the responsibility in preventing and controlling bed bug infestations. Further, the ordinance requires that landlords provide an informational brochure on bed bugs to tenants. This informational brochure, developed by the Chicago Department of Public Health, is intended to meet this requirement.

### **What are bed bugs?**

Bed bugs are small, flat, wingless insects. They feed on blood and can be a nuisance for individuals. They are named for their tendency to live on mattresses or other parts of a bed.

### **What do bed bugs look like?**

Adult bed bugs are roughly the size, shape and color of an apple seed: 1/4 of an inch in length and light or reddish-brown in color. Immature forms of bed bugs are smaller and lighter in color. Eggs are tiny and white. You should be able to see the adult form with your naked eye, but may need a magnifying glass to see the immature forms or eggs. Please refer to the website listed at the end of this brochure for pictures of bed bugs.

### **Where do bed bugs live?**

Bed bugs can be found anywhere people sleep, sit or lay down. They can be found on mattresses and box springs, especially near the piping, seams and tags, and in cracks and crevices of head boards and bed frames. They can also be found in other furniture, especially in the seams and zippers of chairs and couches, in the folds of curtains, in drawer joints, in electrical outlets, behind picture frames and in other tight spaces.

### **How can bed bugs get into an apartment?**

Bed bugs can get into an apartment by hitching a ride on mattresses or other bedding, furniture, clothing and baggage. Once in an apartment, they can crawl from one room to another, or get into an adjacent

apartment by crawling through small cracks or holes in walls or ceilings or under doors. Because bed bugs do not have wings, they cannot fly into or around your apartment.

### **What can I do to prevent bed bugs from getting into my apartment?**

Bed bugs can be found most anywhere, so ALWAYS be aware of your surroundings. Always check furniture and bedding, especially those bought secondhand, for signs of bed bugs before you buy them. NEVER bring items that someone else has disposed of into your apartment, as these items may be infested with bed bugs. When returning home from travel within or from outside the U.S., ALWAYS inspect your luggage carefully for signs of bed bugs before you bring the luggage into your apartment.

### **What else can I do to prevent a bed bug infestation?**

Reduce clutter, especially in bedrooms. Store unused items in sealed containers or plastic bags. Wash and dry bedding often. Check beds and furniture for signs of bed bugs. Purchase mattress and box spring covers.

### **Do bed bugs transmit disease?**

No, bed bugs are not known to transmit disease.

Are there other health concerns related to bed bugs?

Yes. Their bites, like those of other insects, may cause an allergic reaction with swelling, redness and itching. Their presence may cause people to be anxious and lose sleep.

### **How do I know if I have a bed bug infestation in my apartment?**

Though bites may be an indicator of a bed bug infestation, they are generally a poor one as not all people will react to bed bug bites or the bites may be due to other reasons. The best indication of an infestation is to look for physical signs of bed bugs such as live or dead bed bugs, eggs or eggshells or tiny dark spots or reddish stains on mattresses or other places where bed bugs live.

### **What should I do if I suspect there are bed bugs in my apartment?**

Under this ordinance, tenants MUST call their landlord immediately then follow-up in writing. Tenants SHOULD NOT try to get rid of the bed bugs by applying chemicals, "bug bombs" or pesticides as these do not work and could make you, your family or neighbors sick. Once a tenant has notified the landlord, wait for additional instructions from the

landlord and pest management professional. Prompt notification and treatment will help prevent the further spread of bed bugs.

### **Should I dispose of bedding, clothing or other materials that may be infested?**

Disposing of these items is probably not necessary unless directed by a pest management professional. If there are items that do need to be disposed of, do so carefully by sealing them in plastic bags so as to not spread bed bugs further. The ordinance prohibits the recycling of any bed bug infested materials and requires that any bed bug infested materials be totally enclosed in a plastic bag and labeled as being infested with bed bugs when disposed.

### **What should I do with any linens or clothes that may be infested?**

- Wash all linen and other infested materials (including clothing) in hot water, then after drying the clothes, keep them) in the dryer and dry for an additional 20 minutes on the highest setting.
- Put un-washable or "dry clean only" materials in the dryer on the highest setting for at least 20 minutes.
- If you have to launder in a common area of the building or at a laundromat, make sure all items are enclosed in a bag before leaving your apartment to prevent the further spread of bed bugs.
- Once all these materials are laundered and dried, seal them in clean bags so bed bugs can't reinfest them.

### **What are my responsibilities as a tenant under this ordinance?**

Tenants have two main responsibilities under this ordinance:

- 1) Notify your landlord within 5 days of suspecting a bed bug infestation;
- 2) Cooperate with the landlord by adhering to the following:
  - Don't interfere with an inspection or with a treatment
  - Grant access to your apartment for an inspection or a treatment.
  - Make the necessary preparations, as instructed by your land-lord or a pest management professional,
  - Dispose of any items that a pest management professional has determined can not be treated or cleaned.

## RECYCLING INFORMATION FOR TENANTS

The Chicago Recycling Ordinance requires landlords to educate tenants about the city's single-source recycling program.

Recyclables should be deposited loose (not bagged) into the blue cart. You do not need to separate different types of recyclables.

### Recycle:

- **Aluminum and Steel Cans.** Empty and rinse.
- **Food and Beverage Cartons.** Empty and replace cap.
- **Bottles and Jars.** Empty and Rinse.
- **Mixed Paper, Mail, Newspaper, Magazines.**
- **Flattened, Clean Cardboard.**
- **Plastic Bottles Containers (Kitchen, Laundry, Bath).** Empty and Replace Cap.

### Do not recycle:

- Plastic Bags.
- Food or Liquid (empty all containers).
- Tanks.
- Tangles (no hoses, wires, chains, or electronics).
- Garbage.
- Recyclables should not be in bags.

### Here's what you need to know about recycling while living at the Premises:

1. **Where?** Containers are located \_\_\_\_\_.
2. **When?** Recycling pick-ups occur \_\_\_\_\_.
3. **Who?**  The Dept. of Streets and Sanitation  
 The private hauler servicing the Building is \_\_\_\_\_.
4. **Need help?** Please call \_\_\_\_\_.





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

### Lead Warning Statement

Every lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The lessor of any residential real property is required to provide the tenant with any information on lead-based paint hazards from risk assessments or inspections in the landlord's possession and notify the tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to lease.

### 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, as described here:

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- (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 tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. These documents are as follows:

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

### Tenant's Acknowledgement (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.**

### Certification of Accuracy

The landlord certifies, to the best of its knowledge, that the information disclosed herein is true and accurate.

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Landlord

Date

Landlord

Date



## DISCLOSURE OF RADON HAZARD

Radon is a colorless, odorless, naturally-occurring radioactive gas that seeps out from the crust of the earth, often in dangerous quantities. It's a Class-A carcinogen and the second leading cause of lung cancer in America. Chicago is not known to be a risky area, although the federal government and the State of Illinois encourage 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 story 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 prior 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 (IEMA) and the U.S. Environmental Protection Agency (USEPA) both publish ample online materials about the origins and health effects of radon, as well as options for radon testing and remediation.

**PROPERTY ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

### **LANDLORD'S DISCLOSURES:** *(Initial all that apply)*

- Elevated radon concentration (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling.
- Landlord has provided tenant(s) with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- Landlord either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- Landlord has no records or reports pertaining to elevated radon concentration within the dwelling.

### **ACKNOWLEDGMENT(S) OF RECEIPT:**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant



## SECURITY DEPOSIT RECEIPT

LESSOR/OWNER: \_\_\_\_\_

LESSEE: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

SECURITY DEPOSIT AMOUNT: \_\_\_\_\_

RECEIVED FROM: \_\_\_\_\_

NAME/ADDRESS OF FINANCIAL INSTITUTION WHERE FUNDS WILL BE HELD:  
\_\_\_\_\_

RECEIVED BY:

\_\_\_\_\_  
(Signature of Authorized Agent)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

<b>Paid by:</b> <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order <input type="checkbox"/> Cashier's Check
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# PREMISES INSPECTION

## MOVE-IN / MOVE-OUT

Address:	
Move-In Date:	Move-Out Date:
Inspected By (for Landlord):	Inspected By (for Tenant):
Date Of Inspection:	Date Of Inspection:

	MOVE-IN		Comments	MOVE-OUT		Comments
	OK	NO		OK	NO	
Entry Way	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closets	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bathrooms	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Living Areas	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stovetop	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Oven	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Doors	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Locks	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Screens	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fireplace	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Patio	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Balcony	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lights	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Floors	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Drapes/Blinds	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Carpeting	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Yard	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Storage Area	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

NOTES:

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Tenant(s):

Landlord:

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