

# SUMMARY OF RIGHTS FOR SAFER HOMES

Landlords (owners of the building or someone working for them to rent residences) are required under Illinois law to give this summary to all Illinois housing tenants as the first page of their written lease, whether the lease is new or a renewal. Access, download, or translate this summary on the Illinois Department of Human Rights website at [dhr.illinois.gov/safer-homes](http://dhr.illinois.gov/safer-homes).

**If you or a member of your household are a survivor of domestic violence, dating violence, sexual assault, or stalking, you have special rights relating to your housing to make you safer.**

- 1) Under the Illinois Safe Homes Act, you have the right to end your lease early and not pay future rent when you move from your rental place because of a threat of domestic violence or sexual violence.
  - To end your lease early, you must give written notice that you are leaving to your landlord before or within three days of permanently leaving (for example, by removing all of your belongings and turning over your keys to the landlord or property manager) or have left your rental place because you are under an imminent threat of domestic violence or sexual violence there. You can also end your lease early by written notice and documentation because sexual violence occurred at your rental place within the last 60 days or later, if circumstances prevented you from telling the landlord sooner.
  - You are responsible for paying rent for the period prior to providing written notice and then permanently leaving, but you are not responsible for future rent after that and cannot be charged an “early lease break fee.” Your landlord should also return your security deposit if there is no previous unpaid rent or damage to your rental place beyond normal wear and tear.
- 2) You also have the right to change your locks to prevent further domestic violence or sexual violence at your rental place.
  - To exercise this right, you need to provide written notice to the landlord that you are under an imminent threat of domestic or sexual violence and provide one of the following forms of documentation evidencing this threat:
    - Medical, court, or police evidence; or,
    - A statement from an employee of a domestic violence or other victim services organization from whom you or a member of your household sought service.

The landlord must change or give you permission to change the locks within 48 hours of your notice and documentation, at your reasonable expense. If your landlord does not change the locks within 48 hours, you can change the locks and give your landlord the new key within 48 hours. If the person seeking to harm you or a household member is also a tenant on your lease, you need to provide to the landlord a plenary order of protection or plenary civil no contact order granting you exclusive possession of the residence instead of one of the forms of documentation noted above.

**Each tenant acknowledges receipt of this Page 1 of this Summary by signing below and should retain a copy for their records. See also and Sign at bottom of p. 2-4.**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

3) Your landlord will be liable to you for your actual damages up to \$2,000 and reasonable attorney's fees if they disclose to a prospective landlord that you used the Safe Homes Act or share any information you provided when using the Safe Homes Act.

Learn more about the Safe Homes Act (765 ILCS 750) from Illinois Legal Aid at [ilao.info/dvleases](http://ilao.info/dvleases)

4) If your landlord tries to evict you, and the eviction is based upon you or a household member experiencing domestic violence, dating violence, sexual assault, or stalking, you may be able to stop the eviction.

You cannot be evicted solely because:

- You or your household members are a victim of an actual incident of domestic violence, dating violence, sexual assault, or stalking
- You or your household members received threats of domestic violence, dating violence, sexual assault, or stalking
- Criminal activity in the form of domestic violence, dating violence, sexual violence, or stalking against you or a member of your household
- You did not knowingly consent to a person entering your rental place that the landlord had barred, or if the barred person is permitted by court order to enter your rental place

When asserting any of these defenses to eviction you must provide at least one form of evidence of your status (such as medical, court or police records, or a statement from a victim services organization that you sought help from).

The landlord may still be able to evict you if they prove that your continued presence in your rental place poses an actual and imminent threat to others there.

It is recommended that you seek legal assistance if facing an eviction action.

5) A landlord cannot discriminate against you under the Illinois Human Rights Act because you have an order of protection, a stalking no contact order, or a civil no contact order.

The Illinois Human Rights Act protects against discrimination, harassment, and retaliation in housing based on certain protected categories. A housing provider cannot refuse to rent to you, refuse to make repairs, or charge you additional fees because you have protections under any of the above court orders. Possible remedies include your actual damages and attorney's fees. If you are using a federal housing subsidy, you have additional protections under the Violence Against Women Act (VAWA) (42 U.S.C. Ch. 136, Subchapter III), which prevents housing providers from denying housing due to domestic violence, dating violence, sexual assault, and stalking.

**Each tenant acknowledges receipt of this Page 2 of this Summary by signing below and should retain a copy for their records. See also and Sign at bottom of p. 3-4.**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

You can file a charge of housing discrimination with the Illinois Department of Human Rights within one year after the discrimination occurred or with the appropriate circuit court not later than two years from the date of the last discrimination.

For more information on filing a charge of housing discrimination under the Illinois Human Rights Act, visit  
[dhr.illinois.gov/filing-a-charge/housing](http://dhr.illinois.gov/filing-a-charge/housing)

- 6) Illinois prohibits counties and municipalities from creating or enforcing laws that penalize tenants who are survivors of domestic violence or sexual violence when they (or their landlord) contact police or other emergency services to prevent or respond to this conduct.

Illinois does not allow counties or municipalities to create or enforce laws that penalize tenants for:

- (1) Calling the police or emergency services to prevent or respond to domestic violence or sexual violence;
- (2) Incidents of domestic or sexual violence against a tenant, their household member, or guest at your rental place; or
- (3) Criminal activity at your rental place that is related to domestic violence or sexual violence.

If you are penalized by being evicted, terminated from your housing, or otherwise assessed fees or fines, you may file a complaint in circuit court under Section 1-2-1.5 of the Illinois Municipal Code (65 ILCS 5) & Section 5-1005.10 of the Illinois Counties Code (55 ILCS 5)

- 7) Utility companies are required to defer the initial credit and deposit requirements for a period of 60 days for a residential customer or applicant who is a victim of domestic violence

To exercise this right under Section 8-201.6 of the Public Utilities Act (220 ILCS 5/8-201), provide evidence of the domestic violence from an order of protection, a certifying letter from a medical provider or domestic violence shelter, or law enforcement personnel.

- 8) Please note that if you apply for or reside in federally subsidized housing there are additional housing rights under the Federal Violence Against Women Act (VAWA) relating to domestic violence, sexual assault, dating violence, and stalking.

**Each tenant acknowledges receipt of this Page 3 of this Summary by signing below and should retain a copy for their records. See also and Sign at bottom of p. 4.**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Below is a list of free legal service providers:

**Ascend Justice** – Legal aid organization that provides free legal representation to survivors of gender-based violence who need to break their lease or change their locks under the Safe Homes Act. Go to [ascendjustice.org/finances-housing](https://ascendjustice.org/finances-housing)

**CARPLS** – Legal hotline helps low and moderate-income residents of Cook County with free legal advice and referrals to legal organizations. CARPLS provides assistance to tenants facing eviction; helps survivors with Safe Homes Act letters; and covers private and all types of subsidized housing.

- Go to [carpls.org/services/cook-county-hotline](https://carpls.org/services/cook-county-hotline)
- CARPLS Legal Hotline: (312) 738-9200

**Cook County Legal Aid for Housing and Debt Hotline** - Provides free legal assistance for tenants facing eviction in Cook County.

- (855) 956-5763.

**Eviction Help Illinois** – Provides free legal help for Illinois residents facing an eviction.

- Go to [evictionhelpillinois.org](https://evictionhelpillinois.org)

**Illinois Legal Aid Online** – Provides free legal information and resources in English and Spanish, including easy legal forms, sample letters and referrals to legal aid organizations.

- Go to [illinoislegalaid.org](https://illinoislegalaid.org)

**Land of Lincoln Legal Aid** – Legal aid organization that provides free legal representation to survivors under the Safe Homes Act and has an eviction hotline. Land of Lincoln Legal Aid has five offices and four satellite offices that serve 65 counties throughout central and southern Illinois.

- Go to [lincolnlegal.org/apply-for-legal-services](https://lincolnlegal.org/apply-for-legal-services)
- Eviction Hotline: (855) 601-9474
- Other housing issues, call Legal Advice and Referral Center: (618) 394-7300

**Legal Aid Chicago** – Legal aid organization that provides free legal representation for low-income renters in Chicago and suburban Cook County. Legal Aid Chicago has a Fair Housing Project and is a HUD enforcement agency. Legal Aid Chicago provides assistance with housing issues including: subsidized housing; breaking a lease or changing locks under the Safe Homes Act; and eviction defense.

- Go to [legalaidchicago.org/get-help](https://legalaidchicago.org/get-help)
- Fair Housing Intake Line: (312) 423-5909

**Life Span** – Legal aid organization that provides free legal services to survivors of domestic violence and sexual assault who need to break their lease or change their locks under the Safe Homes Act. Life Span provides services to survivors in Chicago and suburban Cook County.

- Go to [life-span.org/get-help](https://life-span.org/get-help)
- Legal assistance: (312) 408-1210

**North Suburban Legal Aid Clinic** – Legal aid organization that provides free legal representation for low-income renters in Lake County and north suburban Cook County who are facing eviction, need to break a lease under the Safe Homes Act, or have other landlord/tenant issues. Go to [nslegalaid.org/get-help/housing](https://nslegalaid.org/get-help/housing)

**Prairie State Legal Services** – Provides free legal assistance to survivors under the Safe Homes Act. Prairie State Legal Services has 11 offices located in Bloomington, Galesburg, Joliet, Kankakee, Moline, Ottawa, Peoria, Rockford, Waukegan, West Suburban (West Chicago) and Woodstock.

- Go to [pslegal.org/How-To-Get-Started](https://pslegal.org/How-To-Get-Started)
- Domestic Violence Line: (844) 388-7757

**Each tenant acknowledges receipt of this Page 4 of this Summary by signing below and should retain a copy for their records. Sign this last page 4 and keep this summary.**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## 2026 MODEL CHICAGO APARTMENT LEASE GUIDE

Chicago landlords, this Guide will help you customize the Domu 2026 Model Chicago Apartment Lease (the "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.

**Chicago Use Only.** Cook County, the City of Evanston, and the City of Chicago have each enacted their own ordinances to govern the relations between landlords and tenants. Because penalties for non-compliance can often be severe, landlords should not use this lease for properties located outside the Chicago city limits.

**CRLTO.** This Lease is designed to comply with Illinois statutes and the Chicago Residential Landlord Tenant Ordinance ("CRLTO"), which can be found in Chapter 5-12 of the Chicago Municipal Code. The CRLTO does not apply to every residential lease, but most apartments are subject to the ordinance. The exceptions include, but are not limited to, owner-occupied buildings with six units or less, units in hotels, motels, and inns, and units provided by an employer to an employee. Some provisions of the ordinance nonetheless apply to owner-occupied buildings with six units or less (*i.e.*, an exception to the exemption), so landlords at these properties should consult the CRLTO to understand their legal obligations, even if most of the provisions of the CRLTO do not apply to the tenancy.

The laws governing landlord-tenant relations in Chicago have been rapidly changing in recent years, so Domu offers the following limited, non-exhaustive update to Illinois law to help landlords stay abreast of the new developments:

**2026 Security Deposit Interest Rate Summary.** The CRLTO requires that the latest Security Deposit Interest Rate Summary be appended to any lease or lease renewal. The security deposit interest rate is set at 0.1% from January 1, 2026, through December 31, 2026. The CRLTO requires landlords to pay interest accrued on monies held for six months or more not later than thirty days after the end of each twelve-month rental period. Any failure to pay that interest, regardless of the amount, can subject the landlord to the return of the security deposit in full plus damages equal to two times the deposit, interest, attorneys' fees, and court costs.

**Fair Notice Ordinance.** Enacted in July 2020, the Fair Notice Ordinance requires landlords to provide tenants with minimum lead times prior to either terminating a tenancy or raising the rent, and it also allows tenants a one-time right to halt an eviction prior to the entry of an eviction order by paying all back rent due plus the landlord's court costs (but not its attorneys' fees). Specifically, landlords must provide thirty days' notice if the tenant has lived in the dwelling unit for less than six months, sixty days' notice if the tenant has lived in the dwelling unit for at least six months but less than three years, and 120 days' notice if the tenant has lived in the dwelling unit for more than three years. There are a few exceptions, however. The Fair Notice Ordinance does not apply if the eviction process has begun due to nonpayment of rent or another breach of the lease, and, in cases where the tenant seeks to halt an eviction, it does not apply if the apartment is located in an owner-occupied building of six units or less. Please consult the ordinance for details.

**Coronavirus Aid, Relief, and Economic Security (CARES) Act.** Under Section 4024(c) of the federal CARES Act (15 U.S.C. § 9058), landlords of a "Covered Dwelling" or a "Covered Property," as defined in the Section 4024 of the Act, are required to provide tenants with at least thirty days' notice prior to terminating a tenancy for any reason. "Covered Dwellings" and/or "Covered Properties" are rental units in properties that participate in federal assistance programs or federally subsidized housing programs or have a "federally backed mortgage" (which includes FHA, USDA, VA, Fannie Mae, and Freddie Mac mortgages). Whether this notice requirement expires with the CARES Act eviction moratorium remains an open issue, so landlords are strongly encouraged to consult with an attorney before acting.



## 2026 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.

LEASED PREMISES						
Address	Unit	City	State	Zip	Parking #	Storage #

LEASE DATE	LEASE TERM	ADDITIONAL TERMS / PROVISIONS
	Start: _____ End: _____	

MONTHLY RENT	UTILITIES PROVIDED BY LANDLORD	NON-REFUNDABLE FEE(S)	PET POLICY
Rent: Pet Rent: Parking Fee:	<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Internet <input type="checkbox"/> Cable <input type="checkbox"/> Other: _____	Move-in: Move-out: Pet Fee: Condominium Association Fee:	Pets Permitted: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Disclose Here:

SECURITY DEPOSIT			
A Security Deposit is being held by Landlord (if any):	Amount	Illinois Financial Institution where Security Deposit shall be or is held (if any):	
<input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES →	\$	Name: _____ Address: _____

*Additional requirements for Chicago Landlords holding security deposits can be found under CRLTO 5-12-080*

TENANT(S)	LANDLORD
Name(s): _____  Address: _____ Unit: _____ City: _____ State: _____ Zip: _____ Cell Phone: _____ Work Phone: _____ Email: _____	Name(s): _____  Address: _____ City: _____ State: _____ Zip: _____ Cell Phone: _____ Work Phone: _____ Email: _____
TENANT EMERGENCY CONTACT	MANAGEMENT COMPANY/LANDLORD'S AGENT
Name: _____ Address: _____  Phone: _____ Relation: _____	Company Name: _____ Contact Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____

**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. If any check or other bank instrument tendered for payment of any Tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a \$\_\_\_\_ fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.

**2. 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 ten (10) 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, than 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 2026, 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. 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. 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 \$\_\_\_\_.

**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.

\_\_\_\_ 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

**10. [Intentionally Deleted]]**

**11. Potential Flooding Disclosure.**

Landlord makes the following disclosures regarding potential flood risk at the Premises, as required by Section 25 of the Illinois Landlord and Tenant Act.

Landlord \_\_\_\_ [is] OR \_\_\_\_ [is not] aware that the Premises is located within a Federal Emergency Management Agency (FEMA) designated Special Flood Hazard Area (also known as a 100-year floodplain).

Landlord \_\_\_\_ [is] OR \_\_\_\_ [is not] aware that the Premises has experienced flooding at least once during the previous ten (10) years. If flooding has occurred, the Premises has flooded \_\_\_\_ times during the last ten (10) years. Even if the Premises is not located within a designated floodplain and has not flooded within the last ten (10) years, the Premises may still be susceptible to flooding.

Tenant is advised that most renter's insurance policies do not cover loss or damage caused by flooding. Tenant is encouraged to review any insurance policy maintained by Tenant to determine whether flood-related losses are covered. Flood insurance for personal property may be available through the National Flood Insurance Program.

Information regarding flood risks and floodplain mapping is available at no cost through the Federal Emergency Management Agency at [www.fema.gov](http://www.fema.gov) and through the Illinois Department of Natural Resources at [www.dnr.illinois.gov](http://www.dnr.illinois.gov).

This disclosure is provided to comply with Section 25 of the Illinois Landlord and Tenant Act. A landlord's failure to provide the disclosures required by law may entitle a tenant to pursue any remedies made available under applicable statutes. Tenant acknowledges receipt of this disclosure prior to execution of this Lease.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

\_\_\_\_ Tenant Acknowledgment

**16. 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.

**17. Access.** Tenant shall permit reasonable access to the Premises by Landlord, and any of Landlord's invitees, agents, or contractors, in accordance with applicable local statutes and ordinances, upon receiving at least forty-eight (48) hours' prior written or verbal notice by mail, telephone, electronic communication, or other means reasonably calculated in good faith to provide notice. Landlord may enter the Premises only at reasonable times, except in the case of an emergency. An entry between 8:00 a.m. and 8:00 p.m., or at any other time expressly requested by Tenant, shall be presumed reasonable. In all instances of non-emergency entry, Landlord or Landlord's agents shall knock and announce before entering.

Landlord shall have immediate access to the Premises in case of an emergency or where repairs or maintenance elsewhere in the Building unexpectedly require such access. Landlord shall give Tenant notice of such entry within two (2) days after such entry.

**18. 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 peacefully and quietly enjoy the Premises during the Term.

**19. 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 aleash, 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).

**20. 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.

**21. Insurance.** Tenant is required to maintain a renter's insurance policy throughout the lease term that covers the full insurable value of Tenant's personal property located in the Premises or on the Property, as well as personal liability coverage for Tenant's actions. Tenant acknowledges that Landlord is not responsible for insuring Tenant's personal belongings or liable for any loss or damage to Tenant's property, except as required by applicable law. Upon Landlord's request, Tenant must provide evidence of an active renter's insurance policy.

**22. 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.

**23. 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.

**24. 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 use and occupancy charges in an amount equal to two hundred percent (200%) of the Monthly Rent due during the final month of the Term, calculated on a monthly basis for any portion of a month that Tenant remains in possession, or (ii) treat Tenant's holdover as the creation of a month-to-month tenancy subject to all terms and conditions of this Lease, except that the Monthly Rent shall be the most recent non-discounted full monthly rent amount. Landlord's acceptance of rent during any holdover period shall not be deemed a waiver of Landlord's rights under this paragraph unless Landlord expressly agrees in writing to create a different tenancy.

**25. 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 there is material noncompliance by a tenant with a rental agreement or with CRLTO §5-12-040, the landlord of such tenant's dwelling unit may deliver written notice to the tenant specifying the acts and/or omissions constituting the breach and that the rental agreement will terminate upon a date not less than ten days after receipt of the notice, unless the breach is remedied by the tenant within that period of time. If the breach is not remedied within the 10-day period, the residential rental agreement shall terminate as provided in the notice. The landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement or with CRLTO §5-12-04. If the tenant's noncompliance is willful, the landlord may also recover reasonable attorney's fees. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. Notice.** Any legal notice or demand may be served by delivering it personally to the Tenant, by providing it to a person aged thirteen (13) or older residing at or in possession of the property, by certified mail with a return receipt requested, or by posting it on the door of the property if no authorized person under the Lease is in possession of the Premises. Additionally, unless a law or regulation specifically requires notice to be sent by a particular method, the Tenant agrees that notices related to tenancy or the property, including but not limited to late payment reminders, entry notifications, fines, and maintenance updates, may be delivered via electronic communication (email) to the address provided by the Tenant on page 1 of this Lease. Where a statute or ordinance requires notice to be delivered in a specific manner, the method required by law shall control. The Tenant agrees to notify the Landlord promptly and in writing of any changes to their email address or phone number. 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. Landlord may change the name and/or address of its authorized agent through notice to Tenant in accordance with this Paragraph.

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

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. 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.

Initials: \_\_\_\_\_



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)**

Signature

Name

Date

**LANDLORD(s)**

Signature

Name

Date

**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 guarantees 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**

Signature

Name

Date

**GUARANTOR**

Signature

Name

Date

**For Informational Purposes Only**

**Tenant's Broker's Information:**

Designated Agent: \_\_\_\_\_  
Brokerage: \_\_\_\_\_  
Address: \_\_\_\_\_  
Agent Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Landlord's Broker's Information:**

Designated Agent: \_\_\_\_\_  
Brokerage: \_\_\_\_\_  
Address: \_\_\_\_\_  
Agent Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## Notice of Conditions Affecting Habitability

1       All code violations have been resolved for the property within in the last year / twelve (12) months.

2       No code violations have been issued for the property within the last year / twelve (12) months.

3      The following code violations have been issued to this property within the past year / twelve (12) months (include case number of litigation or identification number of administrative action and listing of code violation(s) cited):

4      \_\_\_\_\_

5      \_\_\_\_\_

6      \_\_\_\_\_

7      \_\_\_\_\_

8      \_\_\_\_\_

9      \_\_\_\_\_

10     \_\_\_\_\_

11     Tenant Name (Print) \_\_\_\_\_

12     \_\_\_\_\_

13     Tenant Signature \_\_\_\_\_      Date \_\_\_\_\_



# Chicago Rents Right

Good Tenants, Good Landlords, Great Neighborhoods!



**Brandon Johnson**  
**Mayor of Chicago**

Approved by the City of Chicago: July 2020  
Summary Revised: December 2023



## **Residential Landlord Tenant Ordinance Summary**

At initial offering, this Summary of the ordinance must be attached to every written rental agreement and 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.

{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 IS RECOMMENDED.**

Any terms in a lease that conflicts with applicable portions of the RLTO are unenforceable.

**IMPORTANT NOTICE—These provisions apply to *all* residential units, regardless of whether they are covered by the RLTO.**

**Under the 2020 revisions of the RLTO (“Fair Notice Ordinance”), Landlords must provide a tenant that is not in the eviction process:**

- 30 days of notice to terminate a month-to-month tenancy, decline to renew your lease or raise your rent if you have lived in your apartment for less than six months.
- 60 days of notice for the same if you have lived in your apartment for more than six months but less than three years.
- 120 days of notice for the same if you have lived in your apartment for more than three years.

**Lockouts are illegal under Ordinance**

- It is illegal for a landlord to lock out a tenant. Examples include: changing, removing, or plugging locks; removing doors or windows of a rental unit; removing tenant’s personal property from a rental unit; cutting off heat, utility or water services; or doing anything else which that makes any part of the unit or tenant’s personal property inaccessible or uninhabitable for the purpose of forcing the tenant to move
- The Police Department is responsible for enforcement of the RLTO’s prohibition against lockouts. (Police Special Order 93-12)
- The landlord shall be fined \$200-\$500 for each day the lockout occurs or continues.

**What rental units are not covered by the Ordinance? {MUN. CODE CH. 5-12-010 & 5-12-020}**

- Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid monthly and the unit is occupied for more than 32 continuous days.
- School dormitory rooms, hospitals, shelters, employee’s quarters, non-residential rental properties.
- Owner occupied co-ops and condominiums.
- Employee housing

**IMPORTANT NOTICE-The following provisions apply only to rental units covered by the RLTO**

**Under the Fair Notice Ordinance, if you have been given an eviction notice for nonpayment**

You now have the one-time right to remain in your apartment and end the eviction case against you if you: pay all your back rent owed and pay any court filing fees your landlord has paid in your eviction case. You are free to make these payments until a judge issues a formal eviction order against you.

**What are tenants required to do?\***



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 7-28-850 {MUN. CODE CH. 5-12-040; 14X-1-103.3}:

- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant's apartment.
- Regularly testing smoke alarms and carbon monoxide alarms and notifying the owner in writing of any deficiencies.
- Keeping the unit safe and clean.

The tenant must permit access to the rental unit to the landlord upon receiving two days' notice that the landlord intends to enter for the following purposes {Mun. Code Ch. 5-12-050}:

- Make repairs, supply services and perform necessary inspections

In cases of emergency, the tenant must allow access to the rental unit without receiving two days' notice.

\*For a complete list, review the [RLTO Ordinance](#).

**Please note:** Except in cases of emergencies, tenants should not change the locks on their units without first notifying their landlord. If the tenant does change the locks, they must provide the landlord with a key.

#### **What are landlords required to do?\***

- Give tenant written notice of the owner's or manager's name, address, and telephone number or for a person authorized to act on behalf of the owner for the purpose of service of process and for the purpose of receiving notices and demands. {Mun. Code Ch. 5-12-090}
- Within seven 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}
- To give new or renewing tenants notice of:
  1. Code citations issued by the City in the previous 12 months for the rental unit or common areas;
  2. Pending Housing Court or administrative hearing actions affecting the rental unit or common areas;
  3. During the entire occupancy, any notice of intent by a utility provider to shut off Water, electrical or gas service to the building. {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}

\*For a complete list, review the [RLTO Ordinance](#).

#### **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; however, if the security deposit is paid electronically, the landlord has the option to give an electronic receipt.
- 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.
- The landlord must provide via a written rental agreement or in other writing within 14 days of receipt of the security deposit detailing which financial institution the security deposit will be deposited.
- A landlord must pay interest each year on security deposits and prepaid rent held more than six months by either cash or credit to be applied to rent due. The rate of interest a landlord must pay is set each year by the City Comptroller.
- 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 and an estimated or actual cost for repairing or replacing damaged items, attaching copies of the paid receipts for the repair or replacement.
- 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. {Mun. Code Ch. 5-12-110(g)}



- 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.

\*For more information regarding security deposits, especially in the event of property transfer, please review the [RLTO Ordinance](#).

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

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. However, 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. The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.

#### 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.

### **What happens if there are problems during tenancy, and what are the available remedies?**

#### 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 15th 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 without exceeding one month's rent. Repairs must be done in compliance with the Code and receipts must be provided to the landlord; 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 repairs are not made, the tenant may immediately terminate the lease and the landlord shall return all prepaid rent, security and interest recoverable by the tenant. If the tenant does not move out in 30 days then the tenant's notice is considered withdrawn.

#### *Failure to Provide Essential Services\**

If, contrary to the lease, an essential service is not provided (heat, running or hot water, electricity, gas, or plumbing) and this is NOT due to a utility provider's failure, or if the landlord fails to maintain the building in material compliance with the Code, 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. Get the essential service restored and deduct the cost from the rent after giving the landlord paid receipts; OR
2. File a lawsuit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
3. Get substitute housing and be excused from paying rent for the period that the tenant cannot stay in the rental unit, OR
4. Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an amount that reasonably reflects the reduced value of its premises.

\*For more information, review the [RLTO Ordinance](#).



### *Fire or Casualty Damage*

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 and provide written notice to the landlord of the intention to terminate the rental agreement within 14 days after moving out.
2. If legal, the tenant may stay in the unit but if they 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 work to repair the rental unit, 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.

### LANDLORD REMEDIES\*

#### WHAT HAPPENS IF A TENANT PAYS RENT LATE?

- 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% per month on that part of the rent that exceeds \$500.00 {MUN. CODE CH. 5-12-140 (H)}
- 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 eviction order.
- 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 and will not have an opportunity to pay the back rent to ensure dismissal of the eviction action. {MUN. CODE CH. 5-12-130(a)}
  - If the landlord accepts the late rent, the landlord may not evict the tenant. {MUN. CODE CH. 5-12-130 (g)}
  - If the tenant fails to comply with the Code or the rental agreement, the landlord may give a written notice to the tenant of the specific acts or omissions that violated the code or rental agreement, and of the tenant's right to remedy the breach within 10 days. The landlord may terminate the rental agreement if tenant fails to correct the violation within the 10-day notice period. {MUN. CODE CH. 5-12-130 (b)}
  - 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 specified period, 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. {MUN. CODE CH. 5-12-130 (c)}

\*For more information, review the [RLTO Ordinance](#).

### 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 tenant has the right to undertake any right or remedy provided by law without retaliation from 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.

#### **For more information**

Visit the City of Chicago Department of Housing website at: [chicago.gov/rlto](http://chicago.gov/rlto). 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.

#### 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.

## 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)

Paid by:	<input type="checkbox"/> Cash	<input type="checkbox"/> Check	<input type="checkbox"/> Money Order	<input type="checkbox"/> Cashier's Check
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# 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 January 1<sup>st</sup>, 2026, 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, 2026: 0.01%

2015 to 2026: 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.

# ORDENANZA DE RESIDENCIAS PARA PROPIETARIOS E INQUILINOS (ARRENDATARIOS)

Tarifa de interés para depósitos de seguridad



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

- 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 está rentando. El recibo debe ser firmado por la persona aceptando el depósito de seguridad.
- El dueño del edificio debe pagar interés cada año en el depósito de seguridad (eff. 11-6-86) y la renta en 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 depósito de seguridad, el dueño del edificio deberá proporcionar a su inquilino (arrendatario) una declaración detallada de los artículos dañados, dentro de los 30 días de la fecha que el inquilino (arrendatario) deje vacante la unidad que rentaba.
- Dentro de los 45 días 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 días en que el inquilino (arrendatario) proporcionó notificación de terminación del acuerdo de renta. (eff. 1-1-92).

Bajo el Capítulo 5-12 del Código Municipal de Chicago, secciones 5-12-081 y 5-12-082, el controlador de la Ciudad deberá 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 el 1ro de enero del 2026 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 está 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 más 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 Depósito por seis meses (basado en depósitos de \$1,000) 0.01 por ciento.

## **Tarifa de Interés Deposito de Seguridad De 1ro de enero a 31 de diciembre, 2026: 0.01%**

2015 a 2025: 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: 5%
2010: 0.073%	2003: 0.52%	
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.

## 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

## 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:

---

(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.

---

Landlord

Date

Landlord

Date



# IEMA-OHS

ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AND OFFICE OF HOMELAND SECURITY

## Radon Guide for Tenants



***The Illinois  
Emergency  
Management  
Agency and  
Office of of  
Homeland  
Security (IEMA  
OHS) can offer  
you additional  
information or  
assistance.***

---

## **Purpose of This Guide**

This guide is designed for people who rent apartments, condominiums, or houses. The guide explains what radon is, and how to find out if there is a radon problem in your residence. The guide also talks about what you can do if you have high radon levels in your residence.

### **Did You Know That . . .**

- Radon causes approximately 21,000 lung cancer deaths in the U.S. and approximately 1,200 deaths in Illinois each year.
- One-third of all housing units in Illinois are rental units. Most are either single-family houses or apartments located below the third floor of a building.
- People living in rented houses and apartment buildings can find out if they have high radon concentrations in their residences. Building owners can fix radon problems by having repairs made to the building.

### **What is Radon?**

Radon is a radioactive gas that is found in soil and rock in all parts of the U.S. and throughout Illinois. It is formed by the decay of uranium, which is a natural process. Radon gas is invisible, and it has no odor or taste.

### **What Types of Buildings Contain Radon?**

- Radon may be found in all types of homes and buildings. Radon gas is in the ground, and it can seep into buildings.
- Radon typically moves from the ground into a home through drains, cracks or other openings in the foundation due to pressure differentials. Radon then can be trapped inside the home.

## How Does Radon Affect Health?

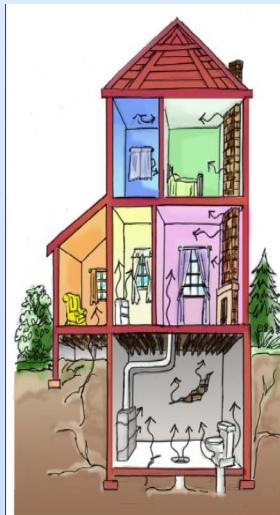
- Studies show radon is the leading cause of lung cancer among non-smokers.
- The higher the radon level indoors, the greater the amount you breathe. Radon gas decays into radioactive particles that can get trapped in your lungs when you breathe. As they break down, these particles release small bursts of energy that can damage the lung tissue.
- Inhaling indoor air containing radon over a period of many years increases your risk of lung cancer. Radon induced lung cancer risk depends on how much radon is in your home, how much time you spend in your home, and your family history. If you are a smoker or a former smoker, the risk of getting lung cancer from radon is even greater.

## Does Your Home Have High Radon Levels?

You cannot see, smell or taste radon. Therefore, **testing** is the only way to determine the radon level in your home.

## Has Your Building Been Tested Already?

- If the building you live in has been tested properly for radon, you probably do not need to test for radon yourself. Before you sign your lease agreement (whether you live in a house, apartment, or condominium building), the owner is required to inform you in writing that a radon hazard may exist and provide you with a copy of the test results. If you have questions, call IEMA-OHS at 1-800-325-1245.
- If your building has not been tested for radon, you can test for radon yourself using a radon test kit or ask the owner to test by hiring a licensed radon contractor.



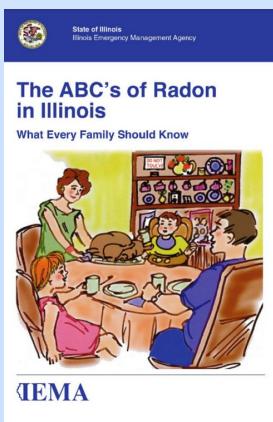
## IEMA-OHS Recommends Testing All Homes and Apartments

Because most indoor radon gas comes from naturally occurring radon in the soil, IEMA OHS recommends all residences be tested for radon.

In some cases, high radon levels have been found on upper floors, due to radon movement through elevators or other air shafts in the building and may come from building materials in high rise buildings.

### Can You Test for Radon Yourself?

- You can test for radon yourself.
- Testing for radon is easy to do, and takes very little time.
- To test for radon yourself, first obtain a radon test device. You can buy do-it-yourself radon test kits in home improvement and hardware stores. Some laboratories provide kits through mail order.
- The price of a radon test kit can be \$15 to \$25. The price generally includes the cost of laboratory analysis.
- You can order a low cost test kit from the IEMA-OHS Radon Hotline at 800-325-1245.



### You Can Hire a Professional to Test?

- You can hire a professional to test your residence for radon.
- The price of a radon test performed by a license professional can be \$150 to \$250.

## Different Ways to Test For Radon

- At the commencement of the agreed leasing period, a tenant shall have 90 days to conduct his or her own radon test of the dwelling unit.
- The quickest way to test for radon is with a short-term test. Short-term tests remain in your home for 2 days to 90 days, with the average test lasting between 2-7 days, depending on the device. Long-term radon tests remain in your residence for more than 90 days.
- Because radon levels vary from day to day and season to season, a long-term test provides a year-round average radon level.



## How do you use a radon test kit?

Follow the instructions that come with the kit.

When you use any radon test:

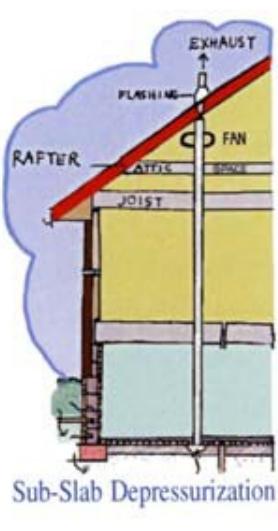
- The test kit should be placed in the lowest level of your home that your family uses regularly. For example, if you live in a house and you use the basement, place the test kit there. Put the test kit in a room that is used regularly, but NOT in your kitchen or bathroom.
- Keep the test in place for as long as the instructions say, but for at least 48 hours. Then, re-seal the package and mail it to the laboratory listed on the package. Results are sent within a few weeks.
- Keep doors and windows closed as much as possible during the test. Drafts can affect the test results.

## What do radon test results mean?

- Radon levels are measured in "picocuries per liter" or "pCi/L". The higher the radon level, the greater the risk from long-term exposure. IEMA-OHS recommends you take action to reduce radon if the radon level is 4.0 pCi/L or higher.
- If a short-term test is 4.0 pCi/L or higher, IEMA recommends a second test to confirm the results.

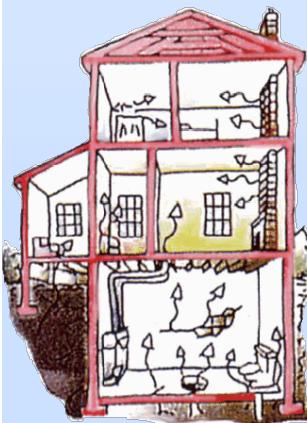
## What Can You Do if Your Residence has High Radon Levels?

- Fixing a radon problem usually involves repairs to the building, therefore, it is generally the building owner - and not the tenant - who is authorized to have this work done. However, if your residence has high radon levels, you can take the steps below to see that the problem is fixed.
- If your radon testing shows high radon levels, the tenant is required to inform the lessor within 10 days. The owner may need choose to confirm radon concentrations in the building by hiring a licensed professional.
- If the lessor has elected to not mitigated the radon hazard, the tenant may terminate the lease.
- If you live in an apartment building, you can share your radon information with other residents. Other residents may wish to test their own units or to discuss the matter further with the owner.



## What Can Lessors Do About Radon Problems?

- The lessor may hire a radon contractor to perform an additional radon test within 30 days after the tenant notifies the lessor of the results of a radon test.
- The results of a measurement by a radon contractor may be used by the lessor to disprove the presence of a radon hazard.
- Test results are valid for a period of 2 years after the date of the testing unless any renovations, additions, or modifications are made to the building containing the dwelling unit.
- If the lessor declines to dispute the results of the tenant's radon test showing a radon hazard or does not mitigate the hazard, the tenant may, within 60 days:
  - (1) hire, at the tenant's expense, a radon contractor to perform radon mitigation activities. If the tenant chooses to conduct mitigation activities, the mitigation activities shall only be done with express consent of the lessor; or
  - (2) terminate the lease.
- Radon reduction requires a trained professional. To find out which radon reduction system is right for a building, and the cost of repairs, Lessors should consult with a licensed radon contractor.



## Tenant's Radon Checklist



- At the time of entering into a lease, or at any time during the leasing period, upon request, the lessor shall provide to a tenant in a unit below the third story with:
  - (1) the IEMA-OHS pamphlet Radon Guide for Tenants;
  - (2) copies of any records or reports pertaining to radon concentrations within the dwelling unit that indicate a radon hazard; and
  - (3) the Disclosure of Information on Radon Hazards to Tenants form.
- Follow instructions included in your radon test kit.
- If your test shows radon levels above 4.0 pCi/L, notify the Lessor of the test results in writing within 10 days.
- If you have high radon levels or if you need additional information and assistance about radon testing and radon repairs, contact the IEMA radon office, the National Radon Helpline or other organizations that work on radon or housing issues.

## If You Smoke . . .

Smoking combined with exposure to high radon levels is a serious health risk. If you smoke or are a former smoker, the presence of radon greatly increases your risk of lung cancer. If you stop smoking and lower your radon levels, you will reduce your lung cancer risk.

For More Information  
IEMA-OHS Website  
[www.radon.illinois.gov](http://www.radon.illinois.gov)  
IEMA Toll-free Hotline  
1-800-325-1245



# Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

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

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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).



## Simple Steps to Protect Your Family from Lead Hazards

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

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

## Lead Gets into the Body in Many Ways

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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.

# Health Effects of Lead

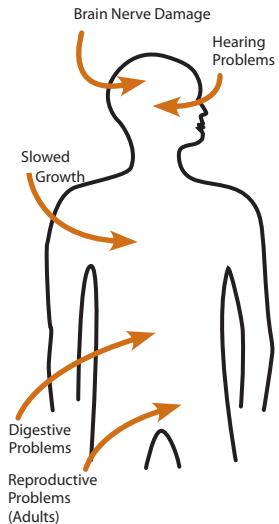
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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

## 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

## 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.**

## Where Lead-Based Paint Is Found

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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](http://epa.gov/lead).

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<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.

## Checking Your Home for Lead

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

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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.

## 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.

## Reducing Lead Hazards

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**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.

## 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

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

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

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

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

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

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



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

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

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

## 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](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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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.

## Other Sources of Lead, continued

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- **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.

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<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.

## 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**.

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

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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

## 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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# **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).

# Preventing **BED BUG** Infestations in Apartments



**B**ed 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 bug-actual size.  
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.

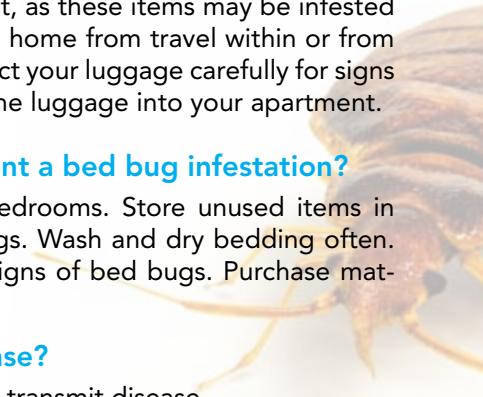
## How can bed bugs get into an apartment?

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 re-infest 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 landlord or a pest management professional, prior to an inspection or a treatment.
- Dispose of any items that a pest management professional has determined can not be treated or cleaned.
- 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 beg bug infestation by providing pest control services by a pest management professional and paying for this service.

## **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)

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## FORECLOSURE DISCLOSURE

### Chicago Residential Tenant and Landlord Ordinance

1 The rental property located at:

2 \_\_\_\_\_

3 Is currently subject to litigation seeking foreclosure of the mortgage secured by the property.

4 A record of providing this notice will be saved within the Tenant's file.

5 Date notice sent: \_\_\_\_\_, 20 \_\_\_\_\_

6 \_\_\_\_\_

7 Tenant Name (Print)

8 \_\_\_\_\_

9 Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

Venue: \_\_\_\_\_

This is not a notice to vacate the premises. This notice does not mean that ownership of the building has changed. All tenants are still responsible for payment of rent and other obligations under the rental agreement. The owner or housing provider is still responsible for its obligations under the rental agreement. The owner or landlord is still responsible for its obligations under the rental agreement. You shall receive additional notice if there is change in owner.

**FLYER AND DISCLOSURE  
UNDER CHICAGO RECYCLING ORDINANCE**

The Chicago Recycling Ordinance at 11-5-140, among other things, requires landlords to "educate all tenants, residents, and occupants of the premises" under the landlord's control about the landlord's source-separated recycling program including providing the tenant with an informational flyer containing the following information:

**For Landlord to Complete**

**Property Address:** \_\_\_\_\_

**Exact location of all of the building's recycling containers and whether they are inside or outside of the building:**

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**The name of the private hauler service and the hauler's collection schedule:**

Name of Hauler: \_\_\_\_\_ Phone: \_\_\_\_\_

Recycling Collection Schedule: \_\_\_\_\_

**The name and phone number of a contact person authorized to provide information and answer questions about the recycling program:**

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Instructions on how to prepare materials for recycling:**

Rinse, scrape, or wipe residue off recyclables; bottles should be recycled with caps on; paper should be free of glitter or metallic ink; tubs should be recycled with lids on; jars should have lids recycled separately; aluminum foils should be clean; cardboard should be flattened to save room; jugs should be recycled with caps on and:

Additional instructions, if any: \_\_\_\_\_

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**The types of materials required to be recycled:**

Aluminum cans, aluminum trays and foil; steel and tin cans; glass bottles and jars; plastic bottles and containers made from #1 through #5 plastic resin, inclusive, or #7 plastic resin as indicated in the chasing arrow symbol on the item; beverage cartons and aseptic packaging; newspaper; cardboard; paper bags; magazines, catalogues, and telephone books; office paper, computer paper, notebook, and gift wrap paper; chip board and carrier stock packaging such as food and beverage boxes; junk mail and envelopes; and paperback books.

**The types of materials that cannot be deposited in a recycling container:**

Motor oil containers; insecticide containers; herbicide containers; hazardous chemical containers; plastic film; plastic bags; plastic sheets; plastic tarps; plastic wrap; expanded foam; reusable bottles, such as Nalgene or baby bottles; clear polystyrene or Styrofoam (#6 plastic); any container or paper fiber other than those listed above as materials to be recycled; landscape waste; plastic products without a chasing arrow symbol; or any other waste as defined by the Chicago Recycling Ordinance.

Tenant Acknowledgment of Receipt:

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Signature

Date

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Signature

Date

**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	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Entry Way					
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):

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Landlord:

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