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**ILLINOIS CODE OF CIVIL PROCEDURE:
FORCIBLE ENTRY AND DETAINER ACT
(735 ILCS 5/9-101, *et seq.*)**

ILLINOIS CODE OF CIVIL PROCEDURE: FORCIBLE ENTRY AND DETAINER ACT

INTRODUCTION

In Illinois, the law which defines the process of eviction is known as the Forcible Entry and Detainer Act. The forcible court is known as a court of limited jurisdiction, which means that only claims for possession and monetary damages can be heard. The court will not allow unrelated defenses and counterclaims. Further, legal actions brought under this Act are expedited and, under general circumstances, will move quickly through the court system.

FULL TEXT (as of August 2, 2011)

PART 1. IN GENERAL

Section 9-101. Forcible entry prohibited. No person shall make an entry into lands or tenements except in cases where entry is allowed by law, and in such cases he or she shall not enter with force, but in a peaceable manner.

Section 9-102. When action may be maintained.

(a) The person entitled to the possession of lands or tenements may be restored thereto under any of the following circumstances:

- (1) When a forcible entry is made thereon.
- (2) When a peaceable entry is made and the possession unlawfully withheld.
- (3) When entry is made into vacant or unoccupied lands or tenements without right or title.
- (4) When any lessee of the lands or tenements, or any person holding under such lessee, holds possession without right after the termination of the lease or tenancy by its own limitation, condition or terms, or by notice to quit or otherwise.
- (5) When a vendee having obtained possession under a written or verbal agreement to purchase lands or tenements, and having failed to comply with the agreement, withholds possession thereof, after demand in writing by the person entitled to such possession; provided, however, that any such agreement for residential real estate as defined in the Illinois Mortgage Foreclosure Law entered into on or after July 1, 1987 where the purchase price is to be paid in installments over a period in excess of 5 years and the amount unpaid under the terms of the contract at the time of the filing of a foreclosure complaint under Article XV, including principal and due and unpaid interest, is less than 80% of the original purchase price shall be foreclosed under the Illinois Mortgage Foreclosure Law.

This amendatory Act of 1993 is declarative of existing law.

(6) When lands or tenements have been conveyed by any grantor in possession, or sold under the order or judgment of any court in this State, or by virtue of any sale in any mortgage or deed of trust contained and the grantor in possession or party to such order or judgment or to such mortgage or deed of trust, after the expiration of the time of redemption, when redemption is allowed by law, refuses or neglects to surrender possession thereof, after demand in writing by the person entitled thereto, or his or her agent.

(7) When any property is subject to the provisions of the Condominium Property Act, the owner of a unit fails or refuses to pay when due his or her proportionate share of the common expenses of such property, or of any other expenses lawfully agreed upon or any unpaid fine, the Board of Managers or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand; or if the lessor-owner of a unit fails to comply with the leasing requirements prescribed by subsection (n) of Section 18 of the Condominium Property Act or by the declaration, by-laws, and rules and regulations of the condominium, or if a lessee of an owner is in breach of any covenants, rules, regulations, or by-laws of the condominium, and the Board of Managers or its agents have served the demand set forth in Section 9-104.2 of this Article in the manner provided in that Section.

(8) When any property is subject to the provisions of a declaration establishing a common interest community and requiring the unit owner to pay regular or special assessments for the maintenance or repair of common areas owned in common by all of the owners of the common interest community or by the community association and maintained for the use of the unit owners or of any other expenses of the association lawfully agreed upon, and the unit owner fails or refuses to pay when due his or her proportionate share of such assessments or expenses and the board or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand.

(b) The provisions of paragraph (8) of subsection (a) of Section 9-102 and Section 9-104.3 of this Act shall not apply to any common interest community unless (1) the association is a not-for-profit corporation, (2) unit owners are authorized to attend meetings of the board of directors or board of managers of the association in the same manner as provided for condominiums under the Condominium Property Act, and (3) the board of managers or board of directors of the common interest community association has, subsequent to the effective date of this amendatory Act of 1984 voted to have the provisions of this Article apply to such association and has delivered or mailed notice of such action to the unit owners or unless the declaration of the association is recorded after the effective date of this amendatory Act of 1985.

(c) For purposes of this Article:

(1) "Common interest community" means real estate other than a condominium or cooperative with respect to which any person by virtue of his or her ownership of a partial interest or unit therein is obligated to pay for maintenance, improvement, insurance premiums, or real estate taxes of other real estate described in a declaration which is administered by an association.

(2) "Declaration" means any duly recorded instruments, however designated, that have created a common interest community and any duly recorded amendments to those instruments.

(3) "Unit" means a physical portion of the common interest community designated by separate ownership or occupancy by boundaries which are described in a declaration.

(4) "Unit owners' association" or "association" means the association of all owners of units in the common interest community acting pursuant to the declaration.

(d) If the board of a common interest community elects to have the provisions of this Article apply to such association or the declaration of the association is recorded after the effective date of this amendatory Act of 1985, the provisions of subsections (c) through (h) of Section 18.5 of the Condominium Property Act applicable to a Master Association and condominium unit subject to such association under subsections (c) through (h) of Section 18.5 shall be applicable to the community associations and to its unit owners.

Section 9-103. Mobile home site. The rental of land upon which a mobile home is placed or the rental of a mobile home and the land on which it is placed, for more than 30 days, shall be construed as a lease of real property. However, nothing in this Section shall be construed to affect the classification of mobile homes as real or personal property for purposes of taxation.

Section 9-104. Demand-Notice-Return. The demand required by Section 9-102 of this Act may be made by delivering a copy thereof to the tenant, or by leaving such a copy with some person of the age of 13 years or upwards, residing on, or being in charge of, the premises; or in case no one is in the actual possession of the premises, then by posting the same on the premises; or if those in possession are unknown occupants who are not parties to any written lease, rental agreement, or right to possession agreement for the premises, then by delivering a copy of the notice, directed to "unknown occupants", to the occupant or by leaving a copy of the notice with some person of the age of 13 years or upwards occupying the premises, or by posting a copy of the notice on the premises directed to "unknown occupants". When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts therein stated, and if such demand is made by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated. The demand for possession may be in the following form:

To

I hereby demand immediate possession of the following described premises: (describing the same.)

The demand shall be signed by the person claiming such possession, his or her agent, or attorney.

Section 9-104.1. Demand; Notice; Return; Condominium and Contract Purchasers.

(a) In case there is a contract for the purchase of such lands or tenements or in case of condominium property, the demand shall give the purchaser under such contract, or to the condominium unit owner, as the case may be, at least 30 days to satisfy the terms of the demand before an action is filed. In case of a condominium unit, the demand shall set forth the amount claimed which must be paid within the time prescribed in the demand and the time period or periods when the amounts were originally due, unless the demand is for compliance with Section 18(n) of the Condominium Property Act, in which case the demand shall set forth the nature of the lease and memorandum of lease or the leasing requirement not satisfied. The amount claimed shall include regular or special assessments, late charges or interest for delinquent assessments, and attorneys' fees claimed for services incurred prior to the demand. Attorneys' fees claimed by condominium associations in the demand shall be subject to review by the courts in any forcible entry and detainer proceeding under subsection (b) of Section 9-111 of this Act. The demand shall be signed by the person claiming such possession, his or her agent, or attorney.

(b) In the case of a condominium unit, the demand is not invalidated by partial payment of amounts due if the payments do not, at the end of the notice period, total the amounts demanded in the notice for common expenses, unpaid fines, interest, late charges, reasonable attorney fees incurred prior to the initiation of any court action and costs of collection. The person claiming possession, or his or her agent or attorney, may, however, agree in writing to withdraw the demand in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state:

"Only FULL PAYMENT of all amounts demanded in this notice will invalidate the demand, unless the person claiming possession, or his or her agent or attorney, agrees in writing to withdraw the demand in exchange for receiving partial payment."

(c) The demand set forth in subsection (a) of this Section shall be served either personally upon such purchaser or condominium unit owner or by sending the demand thereof by registered or certified mail with return receipt requested to the last known address of such purchaser or condominium unit owner or in case no one is in the actual possession of the premises, then by posting the same on the premises. When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts therein stated and if such demand is made by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated. To be effective service under this Section, a demand sent by certified or registered mail to the last known address need not be received by the purchaser or condominium unit owner. No other demand shall be required as a prerequisite to filing an action under paragraph (7) of subsection (a) of Section 9-102 of this Act. Service of the demand by registered or certified mail shall be deemed effective upon deposit in the United States mail with proper postage prepaid and addressed as provided in this subsection.

Section 9-104.2. Demand-Notice-Termination of Lease and Possession of a Condominium.

(a) Unless the Board of Managers is seeking to terminate the right of possession of a tenant or other occupant of a unit under an existing lease or other arrangement with the owner of a unit, no demand nor summons need be served upon the tenant or other occupant in connection with an action brought under paragraph (7) of subsection (a) of Section 9-102 of this Article.

(a-5) The Board of Managers may seek to terminate the right of possession of a tenant or other occupant of a unit under an existing lease or other arrangement between the tenant or other occupant and the defaulting owner of a unit, either within the same action against the unit owner under paragraph (7) of subsection (a) of Section 9-102 of this Article or independently thereafter under other paragraphs of that subsection. If a tenant or other occupant of a unit is joined within the same action against the defaulting unit owner under paragraph (7), only the unit owner and not the tenant or other occupant need to be served with 30 days prior written notice as provided in this Article. The tenant or other occupant may be joined as additional defendants at the time the suit is filed or at any time thereafter prior to execution of judgment for possession by filing, with or without prior leave of the court, an amended complaint and summons for trial. If the complaint alleges that the unit is occupied or may be occupied by persons other than or in addition to the unit owner of record, that the identities of the persons are concealed and unknown, they may be named and joined as defendant "Unknown Occupants". Summons may be served on the defendant "Unknown Occupants" by the sheriff or court appointed process server by leaving a copy at the unit with any person residing at the unit of the age of 13 years or greater, and if the summons is returned without service stating that service cannot be obtained, constructive service may be obtained pursuant to Section 9-107 of this Code with notice mailed to "Unknown Occupants" at the address of the unit. If prior to execution of judgment for possession the identity of a defendant or defendants served in this manner is discovered, his or her name or names and the record may be corrected upon hearing pursuant to notice of motion served upon the identified defendant or defendants at the unit in the manner provided by court rule for service of notice of motion. If however an action under paragraph (7) was brought against the defaulting unit owner only, and after obtaining judgment for possession and expiration of the stay on enforcement the Board of Managers elects not to accept a tenant or occupant in possession as its own and to commence a separate action, written notice of the judgment against the unit owner and demand to quit the premises shall be served on the tenant or other occupant in the manner provided under Section 9-211 at least 10 days prior to bringing suit to recover possession from the tenant or other occupant.

(b) If a judgment for possession is granted to the Board of Managers under Section 9-111, any interest of the unit owner to receive rents under any lease arrangement shall be deemed assigned to the Board of Managers until such time as the judgment is vacated.

(c) If a judgment for possession is entered, the Board of Managers may obtain from the clerk of the court an informational certificate notifying any tenants not parties to the proceeding of the assignment of the unit owner's interest in the lease arrangement to the Board of Managers as a result of the entry of the judgment for possession and stating that any rent hereinafter due the unit owner or his agent

years or upwards occupying the premises, a copy of the order, or if no one is present in the premises to accept the order or refuses to accept the order, then by posting a copy of the order on the premises. In addition to leaving a copy of the order or posting of the order, the sheriff shall also leave or post a notice addressed to "unknown occupants" that states unless any unknown occupants file a written petition with the clerk that sets forth the unknown occupant's legal claim for possession within 7 days of the date the notice is posted or left with any unknown occupant, the unknown occupants shall be evicted from the premises. If any unknown occupants file such a petition, a hearing on the merits of the unknown occupant's petition shall be held by the court within 7 days of the filing of the petition with the clerk. The unknown occupants shall have the burden of proof in establishing a legal right to continued possession.

(c) The plaintiff may obtain a judgment for possession only and not for rent as to any unknown occupants.

(d) Nothing in this Section may be construed so as to vest any rights to persons who are criminal trespassers, nor may this Section be construed in any way that interferes with the ability of law enforcement officials removing persons or property from the premises when there is a criminal trespass.

Section 9-107.10. Military personnel on active duty; action for possession.

(a) In this Section:

"Active duty" means active duty pursuant to an executive order of the President of the United States, an act of the Congress of the United States, or an order of the Governor.

"Service member" means a member of the armed services or reserve forces of the United States or a member of the Illinois National Guard.

(b) In an action for possession of residential premises of a tenant, including a tenant who is a resident of a mobile home park, who is a service member deployed on active duty, or of any member of the tenant's family who resides with the tenant, if the tenant entered into the rental agreement on or after the effective date of this amendatory Act of the 94th General Assembly, the court may, on its own motion, and shall, upon motion made by or on behalf of the tenant, do either of the following if the tenant's ability to pay the agreed rent is materially affected by the tenant's deployment on active duty:

(1) Stay the proceedings for a period of 90 days, unless, in the opinion of the court, justice and equity require a longer or shorter period of time.

(2) Adjust the obligation under the rental agreement to preserve the interest of all parties to it.

(c) In order to be eligible for the benefits granted to service members under this Section, a service member or a member of the service member's family who resides with the service member must provide the landlord or mobile home park operator with a copy of the military or gubernatorial orders calling the service member to active duty and of any orders further extending the service member's period of active duty.

(d) If a stay is granted under this Section, the court may grant the landlord or mobile home park operator such relief as equity may require.

(e) A violation of this Section constitutes a civil rights violation under the Illinois Human Rights Act.

Section 9-108. Jury trial. In any case relating to premises used for residence purposes, either party may demand trial by jury, notwithstanding any waiver of jury trial contained in any lease or contract.

Section 9-109. Trial ex parte. If the defendant does not appear, having been duly summoned as herein provided the trial may proceed ex parte, and may be tried by the court, without a jury.

Section 9-109.5. Standard of Proof. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff.

Section 9-109.7. Stay of enforcement; drug related action. A judgment for possession of the premises entered in an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to Section 11 of the Controlled Substance and Cannabis Nuisance Act, may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment, if one is entered.

Section 9-110. Judgment for whole premises-Stay of enforcement. If it appears on the trial that the plaintiff is entitled to the possession of the whole of the premises claimed, judgment for the possession thereof and for costs shall be entered in favor of the plaintiff. However, if the action is brought under Article IX of this Code and is based upon a breach of a contract entered into on or after July 1, 1962 for the purchase of such premises, the court, by order, may stay the enforcement of the judgment for a period not to exceed 60 days from the date of the judgment, or if the court finds that the amount unpaid on the contract is less than 75% of the original purchase price, then the court shall stay the enforcement of the judgment for a period of 180 days from the date of the judgment. The court may order a stay of less than 180 days (but in no event less than 60 days) if it is shown that the plaintiff, prior to the filing of the action under Article IX of this Act, granted the defendant previous extensions of time to pay the amounts due under the contract, or for other good cause shown. If during such period of stay the defendant pays the entire amount then due and payable under the terms of the contract other than such portion of the principal balance due under the contract as would not be due had no default occurred and costs and, if the contract provides therefor, reasonable attorney's fees as fixed by the court, and cures all other defaults then existing, the contract shall remain in force the same as if no default had occurred. The relief granted to a defendant by this Section shall not be exhausted by a single use thereof but shall not be again available with respect to the same contract for a period of 5 years from the date of such judgment. Whenever defendant cures the default under the contract

pursuant to this Section, the defendant may within the period of stay file a motion to vacate the judgment in the court in which the judgment was entered, and, if the court, upon the hearing of such motion, is satisfied that such default has been cured, such judgment shall be vacated. Unless defendant files such motion to vacate in the court or the judgment is otherwise stayed, enforcement of the judgment may proceed immediately upon the expiration of such period of stay and all rights of the defendant in and to the premises and in and to the real estate described in the contract are terminated.

Nothing herein contained shall be construed as affecting the right of a seller of such premises to any lawful remedy or relief other than that provided by Part 1 of Article IX of this Act.

Section 9-111. Condominium property.

(a) As to property subject to the provisions of the "Condominium Property Act", approved June 20, 1963, as amended, when the action is based upon the failure of an owner of a unit therein to pay when due his or her proportionate share of the common expenses of the property, or of any other expenses lawfully agreed upon or the amount of any unpaid fine, and if the court finds that the expenses or fines are due to the plaintiff, the plaintiff shall be entitled to the possession of the whole of the premises claimed, and judgment in favor of the plaintiff shall be entered for the possession thereof and for the amount found due by the court including interest and late charges, if any, together with reasonable attorney's fees, if any, and for the plaintiff's costs. The awarding of reasonable attorney's fees shall be pursuant to the standards set forth in subsection (b) of this Section 9-111. The court shall, by order, stay the enforcement of the judgment for possession for a period of not less than 60 days from the date of the judgment and may stay the enforcement of the judgment for a period not to exceed 180 days from such date. Any judgment for money or any rent assignment under subsection (b) of Section 9-104.2 is not subject to this stay. The judgment for possession is not subject to an exemption of homestead under Part 9 of Article XII of this Code. If at any time, either during or after the period of stay, the defendant pays such expenses found due by the court, and costs, and reasonable attorney's fees as fixed by the court, and the defendant is not in arrears on his or her share of the common expenses for the period subsequent to that covered by the judgment, the defendant may file a motion to vacate the judgment in the court in which the judgment was entered, and, if the court, upon the hearing of such motion, is satisfied that the default in payment of the proportionate share of expenses has been cured, and if the court finds that the premises are not presently let by the board of managers as provided in Section 9-111.1 of this Act, the judgment shall be vacated. If the premises are being let by the board of managers as provided in Section 9-111.1 of this Act, when any judgment is sought to be vacated, the court shall vacate the judgment effective concurrent with the expiration of the lease term. Unless defendant files such motion to vacate in the court or the judgment is otherwise stayed, enforcement of the judgment may proceed immediately upon the expiration of the period of stay and all rights of the defendant to possession of his or her unit shall cease and determine until the date that the judgment may thereafter be vacated in accordance with the foregoing provisions, and notwithstanding payment of the amount of any money judgment if the unit owner or occupant is in arrears for the period after the date of entry of the judgment as provided in this Section. Nothing herein contained shall be construed as affecting

the right of the board of managers, or its agents, to any lawful remedy or relief other than that provided by Part 1 of Article IX of this Act.

This amendatory Act of the 92nd General Assembly is intended as a clarification of existing law and not as a new enactment.

(b) For purposes of determining reasonable attorney's fees under subsection (a), the court shall consider:

- (i) the time expended by the attorney;
- (ii) the reasonableness of the hourly rate for the work performed;
- (iii) the reasonableness of the amount of time expended for the work performed; and
- (iv) the amount in controversy and the nature of the action.

Section 9-111.1. Lease to bona fide tenant. Upon the entry of a judgment in favor of a board of managers for possession of property under the Condominium Property Act, as provided in Section 9-111 of this Act, and upon delivery of possession of the premises by the sheriff or other authorized official to the board of managers pursuant to execution upon the judgment, the board of managers shall have the right and authority, incidental to the right of possession of a unit under the judgment, but not the obligation, to lease the unit to a bona fide tenant (whether the tenant is in occupancy or not) pursuant to a written lease for a term not to exceed 13 months from the date of expiration of the stay of judgment unless extended by order of court upon notice to the dispossessed unit owner. The board of managers shall first apply all rental income to assessments and other charges sued upon in the action for possession plus statutory interest on a monetary judgment, if any, attorneys' fees, and court costs incurred; and then to other expenses lawfully agreed upon (including late charges), any fines and reasonable expenses necessary to make the unit rentable, and lastly to assessments accrued thereafter until assessments are current. Any surplus shall be remitted to the unit owner. The court shall retain jurisdiction to determine the reasonableness of the expense of making the unit rentable.

Section 9-112. Judgment for part of premises. If it shall appear that the plaintiff is entitled to the possession of only a part of the premises claimed, the judgment shall be entered for that part only and for costs, and for the residue defendant shall be dismissed.

Section 9-113. Joinder of several tenants. Whenever there is one lease for the whole of certain premises, and the actual possession thereof, at the time of the filing of the action, is divided in severalty among persons with, or other than the lessee, in one or more portions or parcels, separately or severally held or occupied, all or so many of such persons, with the lessee, as the plaintiff may elect, may be joined as defendants in one action, and the recovery against them, with costs, shall be several, according as their actual holdings are judicially determined.

Section 9-114. Judgment against plaintiff. If the plaintiff voluntarily dismisses the action, or fails to prove the plaintiff's right to the possession, judgment for costs shall be entered in favor of the defendant.

Section apply to any action to which the provisions of Section 9-111 apply; nor shall this Section affect the rights of Boards of Managers under Section 9-104.2.

Section 9-118. Emergency housing eviction proceedings.

(a) As used in this Section:

"Cannabis" has the meaning ascribed to that term in the Cannabis Control Act.

"Narcotics" and "controlled substance" have the meanings ascribed to those terms in the Illinois Controlled Substances Act.

(b) This Section applies only if all of the following conditions are met:

(1) The complaint seeks possession of premises that are owned or managed by a housing authority established under the Housing Authorities Act or privately owned and managed.

(2) The verified complaint alleges that there is direct evidence of any of the following:

(a) unlawful possessing, serving, storing, manufacturing, cultivating, delivering, using, selling, giving away, or trafficking in cannabis, methamphetamine, narcotics, or controlled substances within or upon the premises by or with the knowledge and consent of, or in concert with the person or persons named in the complaint; or

(b) the possession, use, sale, or delivery of a firearm which is otherwise prohibited by State law within or upon the premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint; or

(c) murder, attempted murder, kidnapping, attempted kidnapping, arson, attempted arson, aggravated battery, criminal sexual assault, attempted criminal sexual assault, aggravated criminal sexual assault, predatory criminal sexual assault of a child, or criminal sexual abuse within or upon the premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint.

(3) Notice by verified complaint setting forth the relevant facts, and a demand for possession of the type specified in Section 9-104 is served on the tenant or occupant of the premises at least 14 days before a hearing on the complaint is held, and proof of service of the complaint is submitted by the plaintiff to the court.

(b-5) In all actions brought under this Section 9-118, no predicate notice of termination or demand for possession shall be required to initiate an eviction action.

(c) When a complaint has been filed under this Section, a hearing on the complaint shall be scheduled on any day after the expiration of 14 days following the filing of the complaint. The summons shall advise the defendant that a hearing on the complaint shall be held at the specified date and time, and that the defendant should be prepared to present any evidence on his or her behalf at that time.

If a plaintiff which is a public housing authority accepts rent from the defendant after an action is initiated under this Section, the acceptance of rent shall not be a cause for dismissal of the complaint.

(d) If the defendant does not appear at the hearing, judgment for possession of the premises in favor of the plaintiff shall be entered by default. If the defendant appears, a trial shall be held immediately as is prescribed in other proceedings for possession. The matter shall not be continued beyond 7 days from the date set for the first hearing on the complaint except by agreement of both the plaintiff and the defendant. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(d-5) If cannabis, methamphetamine, narcotics, or controlled substances are found or used anywhere in the premises, there is a rebuttable presumption either (1) that the cannabis, methamphetamine, narcotics, or controlled substances were used or possessed by a tenant or occupant or (2) that a tenant or occupant permitted the premises to be used for that use or possession, and knew or should have reasonably known that the substance was used or possessed.

(e) A judgment for possession entered under this Section may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall give priority to service and execution of orders entered under this Section over other possession orders.

(f) This Section shall not be construed to prohibit the use or possession of cannabis, methamphetamine, narcotics, or a controlled substance that has been legally obtained in accordance with a valid prescription for the personal use of a lawful occupant of a dwelling unit.

Section 9-119. Emergency subsidized housing eviction proceedings.

(a) As used in this Section:

"FmHA" means the Farmers Home Administration or a local housing authority administering an FmHA program.

"HUD" means the United States Department of Housing and Urban Development, or the Federal Housing Administration or a local housing authority administering a HUD program.

"Section 8 contract" means a contract with HUD or FmHA which provides rent subsidies entered into pursuant to Section 8 of the United States Housing Act of 1937 or the Section 8 Existing Housing Program (24 C.F.R. Part 882).

"Subsidized housing" means:

- (1) any housing or unit of housing subject to a Section 8 contract;
- (2) any housing or unit of housing owned, operated, or managed by a housing authority established under the Housing Authorities Act; or

(3) any housing or unit of housing financed by a loan or mortgage held by the Illinois Housing Development Authority, a local housing authority, or the federal Department of Housing and Urban Development ("HUD") that is:

(i) insured or held by HUD under Section 221(d)(3) of the National Housing Act and assisted under Section 101 of the Housing and Urban Development Act of 1965 or Section 8 of the United States Housing Act of 1937;

(ii) insured or held by HUD and bears interest at a rate determined under the proviso of Section 221(d)(3) of the National Housing Act;

(iii) insured, assisted, or held by HUD under Section 202 or 236 of the National Housing Act;

(iv) insured or held by HUD under Section 514 or 515 of the Housing Act of 1949;

(v) insured or held by HUD under the United States Housing Act of 1937; or

(vi) held by HUD and formerly insured under a program listed in subdivision (i), (ii), (iii), (iv), or (v).

(b) This Section applies only if all of the following conditions are met:

(1) The verified complaint seeks possession of premises that are subsidized housing as defined under this Section.

(2) The verified complaint alleges that there is direct evidence of refusal by the tenant to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises, provided that all of the following conditions have been met:

(a) on 2 separate occasions within a 30 day period the tenant, or another person on the premises with the consent of the tenant, refuses to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises;

(b) the landlord then sends written notice to the tenant stating that (i) the tenant, or a person on the premises with the consent of the tenant, failed twice within a 30 day period to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises and (ii) the tenant must allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises within the next 30 days or face emergency eviction proceedings under this Section;

(c) the tenant subsequently fails to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises within 30 days of receiving the notice from the landlord; and

(d) the tenant's written lease states that the occurrence of the events described in items (A), (B), and (C) may result in eviction.

(3) Notice, by verified complaint setting forth the relevant facts, and a demand for possession of the type specified in Section 9-104 is served on the

tenant or occupant of the premises at least 14 days before a hearing on the complaint is held, and proof of service of the complaint is submitted by the plaintiff to the court.

(c) When a complaint has been filed under this Section, a hearing on the complaint shall be scheduled on any day after the expiration of 14 days following the filing of the complaint. The summons shall advise the defendant that a hearing on the complaint shall be held at the specified date and time, and that the defendant should be prepared to present any evidence on his or her behalf at that time.

(d) If the defendant does not appear at the hearing, judgment for possession of the premises in favor of the plaintiff shall be entered by default. If the defendant appears, a trial shall be held immediately as is prescribed in other proceedings for possession. The matter shall not be continued beyond 7 days from the date set for the first hearing on the complaint except by agreement of both the plaintiff and the defendant. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(e) A judgment for possession entered under this Section may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall give priority to service and execution of orders entered under this Section over other possession orders.

Section 9-120. Leased premises used in furtherance of a criminal offense; lease void at option of lessor or assignee.

(a) If any lessee or occupant, on one or more occasions, uses or permits the use of leased premises for the commission of any act that would constitute a felony or a Class A misdemeanor under the laws of this State, the lease or rental agreement shall, at the option of the lessor or the lessor's assignee become void, and the owner or lessor shall be entitled to recover possession of the leased premises as against a tenant holding over after the expiration of his or her term. A written lease shall notify the lessee that if any lessee or occupant, on one or more occasions, uses or permits the use of the leased premises for the commission of a felony or Class A misdemeanor under the laws of this State, the lessor shall have the right to void the lease and recover the leased premises. Failure to include this language in a written lease or the use of an oral lease shall not waive or impair the rights of the lessor or lessor's assignee under this Section or the lease. This Section shall not be construed so as to diminish the rights of a lessor, if any, to terminate a lease for other reasons permitted under law or pursuant to the lease agreement.

(b) The owner or lessor may bring a forcible entry and detainer action, or, if the State's Attorney of the county in which the real property is located or the corporation counsel of the municipality in which the real property is located agrees, assign to that State's Attorney or corporation counsel the right to bring a forcible entry and detainer action on behalf of the owner or lessor, against the lessee and all occupants of the leased premises. The assignment must be in writing on a form prepared by the State's Attorney of the county in which the real property is located or the corporation counsel of the municipality in which the real property is located, as applicable. If the owner or lessor assigns the right to bring a forcible entry and

detainer action, the assignment shall be limited to those rights and duties up to and including delivery of the order of eviction to the sheriff for execution. The owner or lessor shall remain liable for the cost of the eviction whether or not the right to bring the forcible entry and detainer action has been assigned.

(c) A person does not forfeit any part of his or her security deposit due solely to an eviction under the provisions of this Section, except that a security deposit may be used to pay fees charged by the sheriff for carrying out an eviction.

(d) If a lessor or the lessor's assignee voids a lease or contract under the provisions of this Section and the tenant or occupant has not vacated the premises within 5 days after receipt of a written notice to vacate the premises, the lessor or lessor's assignee may seek relief under this Article IX. Notwithstanding Sections 9-112, 9-113, and 9-114 of this Code, judgment for costs against a plaintiff seeking possession of the premises under this Section shall not be awarded to the defendant unless the action was brought by the plaintiff in bad faith. An action to possess premises under this Section shall not be deemed to be in bad faith when the plaintiff based his or her cause of action on information provided to him or her by a law enforcement agency, the State's Attorney, or the municipality.

(e) After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(f) A judgment for possession of the premises entered in an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to this Section, may not be stayed for any period in excess of 7 days by the court unless all parties agree to a longer period. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment, if one is entered.

(g) Nothing in this Section shall limit the rights of an owner or lessor to bring a forcible entry and detainer action on the basis of other applicable law.

Section 9-121. Sealing of court file.

(a) Definition. As used in this Section, "court file" means the court file created when a forcible entry and detainer action is filed with the court.

(b) Discretionary sealing of court file. The court may order that a court file in a forcible entry and detainer action be placed under seal if the court finds that the plaintiff's action is sufficiently without a basis in fact or law, which may include a lack of jurisdiction, that placing the court file under seal is clearly in the interests of justice, and that those interests are not outweighed by the public's interest in knowing about the record.

(c) Mandatory sealing of court file. The court file relating to a forcible entry and detainer action brought against a tenant who would have lawful possession of the premises but for the foreclosure on the property shall be sealed pursuant to Section 15-1701.

PART 2. RECOVERY OF RENT; TERMINATION OF CERTAIN TENANCIES

Section 9-201. Recovery of rent. The owner of lands, his or her executors or administrators, may sue for and recover rent therefor, or a fair and reasonable satisfaction for the use and occupation thereof, by a civil action in any of the following instances:

1. When rent is due and in arrears on a lease for life or lives.
2. When lands are held and occupied by any person without any special agreement for rent.
3. When possession is obtained under an agreement, written or verbal, for the purchase of the premises, and before a deed is given the right to possession is terminated by forfeiture or non-compliance with the agreement, and possession is wrongfully refused or neglected to be given upon demand, made in writing, by the party entitled thereto. All payments made by the vendee, or his or her representatives or assigns, may be set off against such rent.
4. When land has been sold upon a judgment of court, when the party to such judgment or person holding under him or her, wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession.
5. When the lands have been sold upon a mortgage or trust deed, and the mortgagor or grantor, or person holding under him or her, wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession.

Section 9-202. Willfully holding over. If any tenant or any person who is in or comes into possession of any lands, tenements or hereditaments, by, from or under, or by collusion with the tenant, willfully holds over any lands, tenements or hereditaments, after the expiration of his or her term or terms, and after demand made in writing, for the possession thereof, by his or her landlord, or the person to whom the remainder or reversion of such lands, tenements or hereditaments belongs, the person so holding over, shall, for the time the landlord or rightful owner is so kept out of possession, pay to the person so kept out of possession, or his or her legal representatives, at the rate of double the yearly value of the lands, tenements or hereditaments so detained to be recovered by a civil action.

Section 9-203. Holding over after notice. If any tenant gives notice of his or her intention to quit the premises which are held by him or her, at a time mentioned in such notice, at which time the tenant would have a right to quit by the lease, and does not accordingly deliver up possession thereof, such tenant shall pay to the landlord or lessor double the rent or sum which would otherwise be due, to be collected in the same manner as the rent otherwise due should have been collected.

Section 9-204. Rent in arrears-Re-entry. In all cases between landlord and tenant, where one-half year's rent is in arrears and unpaid, and the landlord or lessor to whom such rent is due has the right by law to re-enter for non-payment thereof, such landlord or lessor may, without any formal demand or re-entry, commence an action of ejectment for the recovery of the demised premises. In case judgment is entered

For purposes of mechanics' lien laws, repairs performed or materials furnished pursuant to this subsection shall not be construed as having been performed or furnished pursuant to authority of or with permission of the landlord.

(d) **Failure To Maintain.** If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, the tenant may notify the landlord in writing of the tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises due to the material noncompliance. If the landlord fails to correct the condition within 14 days after being notified by the tenant in writing, the tenant may, during the time such failure continues, deduct from the rent the stated amount. A tenant shall not withhold rent under this subsection if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

(e) **Damages And Injunctive Relief.** If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, the tenant may obtain injunctive relief, and/or recover damages by claim or defense. This subsection does not preclude the tenant from obtaining other relief to which he may be entitled under this chapter.

(f) **Failure To Provide Essential Services.** If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, either of which constitutes an immediate danger to the health and safety of the tenant or if, contrary to the rental agreement or Section 5-12-070, the landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, the tenant may give written notice to the landlord specifying the material noncompliance or failure. If the landlord has, pursuant to this ordinance or in the rental agreement, informed the tenant of an address at which notices to the landlord are to be received, the tenant shall mail or deliver the written notice required in this section to such address. If the landlord has not informed the tenant of an address at which notices to the landlord are to be received, the written notice required in this section shall be delivered by mail to the last known address of the landlord or by other reasonable means designed in good faith to provide written notice to the landlord. After such notice, the tenant may during the period of the landlord's noncompliance or failure:

(1) procure reasonable amounts of heat, running water, hot water, electricity, gas or plumbing service, as the case may be and upon presentation to the landlord of paid receipts deduct their cost from the rent; or

(2) recover damages based on the reduction in the fair rental value of the dwelling unit; or

(3) procure substitute housing, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant may recover the cost of the reasonable value of the substitute housing up to an amount equal to the monthly rent for each month or portion thereof of noncompliance as prorated.

In addition to the remedies set forth in Section 5-12-110 (1) (1)--(3), the tenant may:

(4) withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises due to the material noncompliance or

failure if the landlord fails to correct the condition within 24 hours after being notified by the tenant; provided, however, that no rent shall be withheld if the failure is due to the inability of the utility provider to provide service; or

(5) terminate the rental agreement by written notice to the landlord if the material noncompliance or failure persists for more than 72 hours after the tenant has notified the landlord of the material noncompliance or failure; provided, however, that no termination shall be allowed if the failure is due to the inability of the utility provider to provide service. If the rental agreement is terminated, the landlord shall return all prepaid rent, security deposits and interest thereon in accordance with Section 5-12-080 and tenant shall deliver possession of the dwelling unit to the landlord within 30 days after the expiration of the 72 hour time period specified in the notice. If possession shall not be so delivered, then the tenant's notice shall be deemed withdrawn and the lease shall remain in full force and effect.

If the tenant proceeds under this subsection (f), he may not proceed under subsection (c) or (d). The tenant may not exercise his rights under this subsection if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent. Before correcting a condition, the repair of which will affect more than his own dwelling unit, the tenant shall notify all other tenants affected and shall cause the work to be done so as to result in the least practical inconvenience to other tenants.

(g) Fire Or Casualty Damage. If the dwelling unit or common area is damaged or destroyed by fire or casualty to an extent that the dwelling unit is in material noncompliance with the rental agreement or with Section 5-12-070, the tenant may:

(1) immediately vacate the premises and notify the landlord in writing within 14 days thereafter of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of the fire or casualty; or

(2) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the reduction in the fair rental value of the dwelling unit; or

(3) if the tenant desires to continue the tenancy, and if the landlord has promised or begun work to repair the damage or destruction but fails to carry out the work to restore the dwelling unit or common area diligently and within a reasonable time, notify the landlord in writing within 14 days after the tenant becomes aware that the work is not being carried out diligently or within a reasonable time of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of the fire or casualty.

If the rental agreement is terminated under this subsection (g), the landlord shall return all security and all prepaid rent in accordance with Section 5-12-080(d). Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty. A tenant may not exercise remedies in this subsection if the fire or casualty damage was caused by the deliberate or negligent act or

omission of the tenant, a member of his family or a person on the premises with his consent.

5-12-120 Subleases. If the tenant terminates the rental agreement prior to its expiration date, except for cause authorized by this chapter, the landlord shall make a good faith effort to re-rent the tenant's dwelling unit at a fair rental, which shall be the rent charged for comparable dwelling units in the premises or in the same neighborhood. The landlord shall accept a reasonable sublease proposed by the tenant without an assessment of additional fees or charges.

If the landlord succeeds in re-renting the dwelling unit at a fair rental, the tenant shall be liable for the amount by which the rent due from the date of premature termination to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of premature termination to the termination of the initial rental agreement

If the landlord makes a good faith effort to re-rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. The tenant shall also be liable for the reasonable advertising costs incurred by the landlord in seeking to re-rent the dwelling unit.

5-12-130 Landlord Remedies. Every landlord shall have the remedies specified in this section for the following circumstances:

(a) **Failure To Pay Rent.** If all or any portion of rent is unpaid when due and the tenant fails to pay the unpaid rent within five days after written notice by the landlord of his intention to terminate the rental agreement if rent is not so paid, the landlord may terminate the rental agreement. Nothing in this subsection shall affect a landlord's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations. A landlord may also maintain an action for rent and/or damages without terminating the rental agreement.

(b) **Noncompliance By Tenant.** If there is material noncompliance by a tenant with a rental agreement or with Section 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 10 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 Section 5-12-040. If the tenant's noncompliance is wilful, the landlord may also recover reasonable attorney's fees.

(c) **Failure To Maintain.** If there is material noncompliance by the tenant with Section 5-12-040 (other than subsection (g) thereof), and the tenant fails to comply as promptly as conditions permit in case of emergency or in cases other than emergencies within 14 days of receipt of written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and have the necessary work done in the manner required by law. The landlord shall be entitled to reimbursement from the tenant of the costs of repairs under this section.

(d) Disturbance Of Others. If the tenant violates Section 5-12-040(g) within 60 days after receipt of a written notice as provided in subsection (b), the landlord may obtain injunctive relief against the conduct constituting the violation, or may terminate the rental agreement on 10 days written notice to the tenant.

(e) Abandonment. Abandonment of the dwelling unit shall be deemed to have occurred when:

(1) actual notice has been provided to the landlord by the tenant indicating the tenant's intention not to return to the dwelling unit, or

(2) all persons entitled under a rental agreement to occupy the dwelling unit have been absent from the unit or a period of 21 days or for one rental period when the rental agreement is for less than a month, and such persons have removed their personal property from the premises, and rent for that period is unpaid; or

(3) all persons entitled under a rental agreement to occupy the dwelling unit have been absent from the unit for a period of 32 days, and rent for that period is unpaid.

Notwithstanding the above, abandonment of the dwelling unit shall not be deemed to have occurred if any person entitled to occupancy has provided the landlord a written notice indicating that he still intends to occupy the unit and makes full payment of all amounts due to the landlord.

If the tenant abandons the dwelling unit, the landlord shall make a good faith effort to re-rent it at a fair rental, which shall be the rent charged for comparable dwelling units in the premises or in the same neighborhood. If the landlord succeeds in re-renting the dwelling unit at a fair rental, the tenant shall be liable for the amount by which the rent due from the date of abandonment to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of abandonment to the termination of the initial rental agreement. If the landlord makes a good faith effort to re-rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. The tenant shall also be liable for the reasonable advertising expenses and reasonable redecoration costs incurred by the landlord pursuant to this subsection.

(f) Disposition of Abandoned Property. If the tenant abandons the dwelling unit as described in subsection (e) hereof, or fails to remove his personal property from the premises after termination of a rental agreement, the landlord shall leave the property in the dwelling unit or remove and store all abandoned property from the dwelling unit and may dispose of the property after seven days. Notwithstanding the foregoing, if the landlord reasonably believes such abandoned property to be valueless or of such little value that the cost of storage would exceed the amount that would be realized from sale, or if such property is subject to spoilage, the landlord may immediately dispose of such property.

(g) Waiver of Landlord's Right to Terminate. If the landlord accepts the rent due knowing that there is a default in payment of rent by the tenant, he thereby waives his right to terminate the rental agreement for that breach.

(h) Remedy after Termination. If the rental agreement is terminated, the landlord shall have a claim for possession and/or for rent.

(i) Notice of Renewal of Rental Agreement. No tenant shall be required to renew a rental agreement more than 90 days prior to the termination date of the rental agreement. If the landlord violates this subsection, the tenant shall recover one month's rent or actual damages, whichever is greater

(j) Notice of Refusal to Renew Rental Agreement. Provided that the landlord has not exercised, or is not in the process of exercising, any of its rights under Section 5-12-130 (a)--(h) hereof, the landlord shall notify the tenant in writing at least 30 days prior to the stated termination date of the rental agreement of the landlord's intent either to terminate a month to month tenancy or not to renew an existing rental agreement. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for up to 60 days after the date on which such required written notice is given to the tenant, regardless of the termination date specified in the existing rental agreement. During such occupancy, the terms and conditions of the tenancy (including, without limitation, the rental rate) shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice; provided, however, that if rent was waived or abated in the preceding month or months as part of the original rental agreement, the rental amount during such 60 day period shall be at the rate established on the last date that a full rent payment was made.

5-12-140 Rental Agreement. Except as otherwise specifically provided by this chapter, no rental agreement may provide that the landlord or tenant:

(a) agrees to waive or forego rights, remedies or obligations provided under this chapter;

(b) authorizes any person to confess judgment on a claim arising out of the rental agreement;

(c) agrees to the limitation of any liability of the landlord or tenant arising under law;

(d) agrees to waive any written termination of tenancy notice or manner of service thereof provided under state law or this chapter;

(e) agrees to waive the right of any party to a trial by jury;

(f) agrees that in the event of a lawsuit arising out of the tenancy the tenant will pay the landlord's attorney's fees except as provided for by court rules, statute, or ordinance;

(g) agrees that either party may cancel or terminate a rental agreement at a different time or within a shorter time period than the other party, unless such provision is disclosed in a separate written notice;

(h) agrees that a tenant shall pay a charge, fee or penalty in excess of \$10.00 per month for the first \$500.00 in monthly rent plus 5% per month for any amount in excess of \$500.00 in monthly rent for the late payment of rent; and

(i) agrees that, if a tenant pays rent before a specified date or within a specified time period in the month, the tenant shall receive a discount or reduction in

the rental amount in excess of \$10.00 per month for the first \$500.00 in monthly rent plus 5% per month for any amount in excess of \$500.00 in monthly rent.

A provision prohibited by this section included in a rental agreement is unenforceable. The tenant may recover actual damages sustained by the tenant because of the enforcement of a prohibited provision. If the landlord attempts to enforce a provision in a rental agreement prohibited by this section the tenant may recover two months rent.

5-12-150 Prohibition On Retaliatory Conduct By Landlord. It is declared to be against public policy of the City of Chicago for a landlord to take retaliatory action against a tenant, except for violation of a rental agreement or violation of a law or ordinance. A landlord may not knowingly terminate a tenancy, increase rent, decrease services, bring or threaten to bring a lawsuit against a tenant for possession or refuse to renew a lease or tenancy because the tenant has in good faith:

- (a) complained of code violations applicable to the premises to a competent governmental agency, elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code; or
- (b) complained of a building, housing, health or similar code violation or an illegal landlord practice to a community organization or the news media; or
- (c) sought the assistance of a community organization or the news media to remedy a code violation or illegal landlord practice; or
- (d) requested the landlord to make repairs to the premises as required by a building code, health ordinance, other regulation, or the residential rental agreement; or
- (e) becomes a member of a tenant's union or similar organization; or
- (f) testified in any court or administrative proceeding concerning the condition of the premises; or
- (g) exercised any right or remedy provided by law.

If the landlord acts in violation of this section, the tenant has a defense in any retaliatory action against him for possession and is entitled to the following remedies: he shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to and not more than two months rent or twice the damages sustained by him, whichever is greater, and reasonable attorney's fees. If the rental agreement is terminated, the landlord shall return all security and interest recoverable under Section 5-12-080 and all prepaid rent. In an action by or against the tenant, if there is evidence of tenant conduct protected herein within one year prior to the alleged act of retaliation, that evidence shall create a rebuttable presumption that the landlord's conduct was retaliatory. The presumption shall not arise if the protected tenant activity was initiated after the alleged act of retaliation.

5-12-160 Prohibition On Interruption Of Tenant Occupancy By Landlord. It is unlawful for any landlord or any person acting at his direction knowingly to oust or dispossess or threaten or attempt to oust or dispossess any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any entrance into said unit; or by removing any

door or window from said unit; or by interfering with the services to said unit; including but not limited to electricity, gas, hot or cold water, plumbing, heat or telephone service; or by removing a tenant's personal property from said unit; or by the removal or incapacitating of appliances or fixtures, except for the purpose of making necessary repairs; or by the use or threat of force, violence or injury to a tenant's person or property; or by any act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable. The foregoing shall not apply where:

(a) a landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the sheriff of Cook County to forcibly evict a tenant or his personal property; or

(b) a landlord acts in compliance with the laws of Illinois pertaining to distress for rent; or

(c) a landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or

(d) the tenant has abandoned the dwelling unit, as defined in Section 5-12-130(e).

Whenever a complaint of violation of this provision is received by the Chicago Police Department, the department shall investigate and determine whether a violation has occurred. Any person found guilty of violating this section shall be fined not less than \$200.00 nor more than \$500.00, and each day that such violation shall occur or continue shall constitute a separate and distinct offense for which a fine as herein provided shall be imposed. If a tenant in a civil legal proceeding against his landlord establishes that a violation of this section has occurred he shall be entitled to recover possession of his dwelling unit or personal property and shall recover an amount equal to not more than two months rent or twice the actual damages sustained by him, whichever is greater. A tenant may pursue any civil remedy for violation of this section regardless of whether a fine has been entered against the landlord pursuant to this section.

5-12-170 Summary Of Ordinance Attached To Rental Agreement. The commissioner of the department of housing shall prepare a summary of this chapter, describing the respective rights, obligations and remedies of landlords and tenants hereunder, and shall make such summary available for public inspection and copying. The commissioner shall also, after the city comptroller has announced the rate of interest on security deposits on the first business day of the year, prepare a separate summary describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the rate for each of the prior two years. The commissioner shall also distribute the new rate of security deposit interest, as well as the rate for each of the prior two years, through public service announcements to all radio and television outlets broadcasting in the city. A copy of such summary shall be attached to each written rental agreement when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for a new rental or a renewal thereof. Where there is an oral agreement, the landlord shall give to the tenant a copy of the summary.

The summary shall include the following language:

“The porch or deck of this building should be designed for a live load of up to 100 pounds, 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.”

If the landlord acts in violation of this section, the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than 30 days from the date of the written notice. If a tenant in a civil legal proceeding against his landlord establishes that a violation of this section has occurred, he shall be entitled to recover \$100.00 in damages.

5-12-180 Attorney's Fees. Except in cases of forcible entry and detainer actions, the prevailing plaintiff in any action arising out of a landlord's or tenant's application of the rights or remedies made available in this ordinance shall be entitled to all court costs and reasonable attorney's fees; provided, however, that nothing herein shall be deemed or interpreted as precluding the awarding of attorney's fees in forcible entry and detainer actions in accordance with applicable law or as expressly provided in this ordinance.

5-12-190 Rights And Remedies Under Other Laws. To the extent that this chapter provides no right or remedy in a circumstance, the rights and remedies available to landlords and tenants under the laws of the State of Illinois or other local ordinances shall remain applicable.

5-12-200 Severability. If any provision, clause, sentence, paragraph, section, or part of this chapter or application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person and circumstances affected thereby.

**EVANSTON RESIDENTIAL
LANDLORD AND TENANT ORDINANCE**

EVANSTON RESIDENTIAL LANDLORD AND TENANT ORDINANCE

INTRODUCTION

Similar to the Chicago Residential Landlord Tenant Ordinance, this Evanston version grants tenants extensive rights and provides for severe penalties against landlords who violate its provisions.

FULL TEXT (as of February, 2008)

5-3-1: Title, Purpose and Scope.

(A) Short Title: This Chapter shall be known and may be cited as the "Residential Landlord and Tenant Ordinance."

(B) Purpose and Declaration of Policy: It is the purpose of this Chapter and the policy of the City, in order to protect and promote the public health, safety and welfare of the citizens, to establish rights and obligations of the landlord and the tenant in the rental of dwelling units and to encourage the landlord and the tenant to maintain and improve the quality of housing.

(C) Construction of Chapter: This Chapter shall be liberally construed and applied to promote its purposes and policies.

(D) Scope:

1. Territorial Application: This Chapter applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within the City.

2. Exclusions: Unless created to avoid the application of this Chapter, the following arrangements are not governed by this Chapter:

a. Residence at a public or private medical geriatric, educational or religious institution;

b. Occupancy under a contract of sale of a dwelling unit if the occupant is the purchaser ;

c. Occupancy in a structure operated for the benefit of a social or fraternal organization;

d. Transient occupancy in a hotel or motel; or

e. Occupancy in a co-operative apartment by a shareholder of the co-operative.

5-3-2: General Definitions; Principles of Interpretation.

(A) General Definitions: Subject to additional definitions contained in subsequent sections of this Chapter:

ACTION: Includes recoupment, counterclaim, setoff suit in equity, and any other proceeding in which rights are determined, including an action for possession.

CODE: Includes any ordinance or governmental regulation concerning fit-ness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.

COMMON AREA: Includes a part or area of the premises not within any dwelling unit.

DWELLING UNIT: A structure or the part of a structure that is used as a home, residence or sleeping place by one or more persons who maintain a household.

FAIR RENTAL VALUE: The prevailing value of comparable rental units in the City.

LANDLORD: The owner, lessor or sublessor of the dwelling unit or the building of which it is a part. An owner is one or more persons jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.

MATERIAL NON COMPLIANCE: A failure to comply with laws or regulations including the City of Evanston Residential Landlord-Tenant Ordinance, and the BOCA Property Maintenance Code adopted under Section 5-1-1 of this Title, or the requirements or determinations of a reviewing inspector from the Community Development Department and/or Health Department and/or Fire Department when that failure increases risk to landlord or tenant(s), or adversely affects the rights and welfare of the landlord or tenant(s). A failure to comply may result in termination of the lease. This may include only a single instance of non-compliance if it is substantial or repeated minor violations.

PERSON: An individual or a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity.

PREMISES: A dwelling unit and the structure of which it is a part, and facilities and appurtenances therein, and grounds, areas and facilities held out for the use of tenants.

RENT: All payments to be made to the landlord under the rental agreement.

RENTAL AGREEMENT: A written agreement and valid rules and regulations adopted under Section 5-3-4-2 of this Chapter embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

TENANT: A person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

(B) **Unconscionability:** If the court finds the rental agreement, or a settlement in which a party waives or agrees to forego a claim or right under this Chapter or under a rental agreement, to have been unconscionable when made, the court may grant the following relief:

1. Nonenforcement: or
2. Nonenforcement of the unconscionable provision only; or
3. Limit the application of any provision to avoid an unconscionable result.

(C) Notice: A person has notice of a fact if:

1. He has actual knowledge of it;
2. He has received notice of it; or
3. From all the facts and circumstances known to him at the time in question, he has reason to know that it exists. A person gives notice to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it.

5-3-3: Rental Agreements.

5-3-3-1: Terms and Conditions of Rental Agreement.

(A) A rental agreement complying with the requirements of this Chapter shall be executed for the rental of all dwelling units within the jurisdiction regardless of the duration of the tenancy herein. The landlord and tenant may include in a rental agreement terms and conditions not prohibited by this Chapter and other rules of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties

(B) All rental agreements for leases of dwelling units subject to this Chapter which are newly executed and/or renewed on or after August 1, 1994, shall contain the full names and birth dates of all occupants of the dwelling unit leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing rental agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy permitted elsewhere in this Code for that size unit.

(C) Rent is to be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.

(D) Unless the rental agreement fixes a definite term, the tenancy shall be week-to-week in the case of a tenant who pays weekly rent, and in all other cases month-to-month.

5-3-3-2: Effect of Unsigned or Undelivered Rental Agreement.

(A) If the landlord does not sign and deliver a written rental agreement, signed and delivered to him by the tenant, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord, for the term set forth in the rental agreement.

(B) If the tenant does not sign and deliver a written rental agreement, signed and delivered to him by the landlord, acceptance of possession and payment

of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.

(C) If a rental agreement given effect by the operation of this Section provides for a term longer than one year, it is effective for only one year.

5-3-3-3: Prohibited Provisions In Rental Agreements.

(A) Except as otherwise provided by this Chapter, no rental agreement may provide that the tenant or the landlord:

1. Agrees to waive or to forego rights or remedies under this Chapter;

2. Authorizes any person to confess judgment on a claim arising out of the rental agreement;

3. Agrees to the limitation of any liability of the landlord or tenant arising under law or to indemnify the landlord or tenant for that liability or the costs connected therewith.

(B) A provision prohibited by subsection (A) included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing any provision known by him to be prohibited, the tenant may recover actual damages sustained by him and not more than two (2) months' rent and reasonable attorney's fees.

5-3-4: Tenant Obligations.

5-3-4-1 Maintain Dwelling Unit. The tenant shall:

(A) Comply with all obligations imposed upon tenants by provisions of the codes applicable to the dwelling unit;

(B) Keep that part of the premises that he occupies and uses as safe as the condition of the premises permits;

(C) Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;

(D) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

(E) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators in the premises;

(F) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;

(G) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises; and

(H) Not engage in or permit the unlawful selling, possession, serving, storage, deliverance, manufacture, cultivation, giving away or use of any controlled substance; prostitution; or gambling on the leased premises.

5-3-4-2 Rules and Regulations.

(A) The landlord, from time to time, may adopt general rules or regulations concerning the tenant's use and occupancy of the premises. They are enforceable only if in writing and:

1. Their purpose is to promote the convenience, safety or welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities among tenants;
2. They are reasonably related to the purpose for which they are adopted;
3. They apply to all tenants in the premises in a fair manner;
4. They are sufficiently explicit to fairly inform the tenant of what he must or must not do to comply;
5. They are not for the purpose of evading the obligations of the landlord; and
6. The tenant has notice of them at the time he enters into the rental agreement.

(B) A rule or regulation adopted after the tenant enters into the rental agreement that substantially modifies his bargain is not enforceable unless the tenant consents to it in writing.

5-3-4-3: Access.

(A) The tenant shall not reasonably withhold consent to the landlord to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or show the dwelling unit to prospective or actual purchasers, mortgagees, tenants or workmen.

(B) The landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(C) The landlord shall not abuse the right of access or use it to harass the tenant. Except in cases of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days notice of his intent to enter and may enter only at reasonable times.

5-3-4-4: Tenant's Use and Occupancy of Dwelling Unit. Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a dwelling unit.

5-3-5: Landlord Obligations.

5-3-5-1: Security Deposits and Prepaid Rent.

(A) A landlord may not demand or receive security or prepaid rent or any combination thereof in an amount in excess of one and one-half (1-1/2) months' rent; provided, however, that rent paid on the first day of the month or upon any other day mutually agreed upon by the parties, due and payable in advance for that month, shall not be construed herein as either security or prepaid rent and therefore shall not

be included in the computation of the aforesaid one and one-half (1-1/2) months' rent. The tenant shall pay the landlord, at the time the tenant moves into the premises or at any other time mutually agreed upon by the parties, the amount of the security or prepaid rent required by the landlord. However, if the landlord requires a security deposit or prepaid rent in excess of one month's rent, but not exceeding one and one-half (1-1/2) months' rent, that portion in excess of one month's rent at the election of the tenant, shall be paid either at the time the tenant pays the initial security deposit, or shall be paid in no more than six equal installments no later than six months after the effective date of the lease. Interest on that portion of a security deposit or prepaid rent exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the landlord.

(B) Effective October 1, 2002, a landlord who receives security or prepaid rent from a tenant shall pay interest to the tenant at the rate equal to the interest rate paid on such security deposits in the City of Chicago. Interest on security deposits on leases commencing prior to October 1, 2002, shall be paid at a rate of four percent (4%) per year through December 31, 1975, and five percent (5%) per year from January 1, 1976 through September 30, 2002. A landlord shall pay to the tenant interest on all deposits within thirty (30) days after the end of each twelve (12) month rental period, by cash or credit to be applied to the rent due, except when tenant is in default under terms of the rental agreement. Interest on that portion of the security deposit or prepaid rent exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the landlord.

(C) Upon termination of the tenancy, property or money held by the landlord as security or prepaid rent may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with Section 5-3-4-1 of this chapter, all as itemized by the landlord in a written notice delivered to the tenant together with the amount due twenty one (21) days after tenant has vacated his unit. Any security or prepaid rent not so applied, and any interest on such security due to tenant shall be paid to the tenant within twenty-one (21) days after tenant has vacated his unit. In the event the rental agreement terminates pursuant to Section 5-3-7-4(A)-1 regarding landlord's wrongful failure to supply essential services, the obligations imposed on the landlord pursuant to this Section 5-3-5-1(C) shall be performed within forty-eight (48) hours after the expiration of the seven (7)-day written notice to the landlord to restore service.

(D) A landlord shall hold all security deposits received by him or her in a federally insured interest-bearing account in a bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit and interest due thereon shall continue to be the property of the tenant making such a deposit, shall not be subject to the claims of any creditor of the landlord or of the landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy.

(E) The City shall cause the new rate of security deposit interest to be published once a week for two consecutive weeks or more in newspapers of general circulation in the City. The City Manager shall direct the Human Relations Department to prepare and publish for free distribution at government offices and libraries, a pamphlet or brochure describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the

new interest rate as well as the interest rate for each of the prior two years. Said pamphlet shall also be available on the City's website.

(F) If the landlord fails to comply with subsection (C) hereof, the tenant may recover the property and money due him together with damages in an amount equal to twice the amount wrong-fully withheld and reasonable attorney's fees.

(G) This Section does not preclude the landlord or tenant from recovering other damages to which he may be entitled under this Chapter.

5-3-5-2: Disclosure.

(A) The landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing, on or before the commencement of the tenancy:

1. The name, address and twenty four (24) hour telephone number of the person authorized to manage the premises: and

2. The name and address of the owner of the premises or the 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.

(B) A person who fails to comply with subsection (A) becomes an agent of each person who is a landlord for:

1. Service of process and receiving of notices and demands; and

2. Performing the obligations of the landlord under this Chapter and under the rental agreement and expending or making available for that purpose all rent collected from the premises.

(C) The information required to be furnished by subsection (A) shall be kept current. Subsections (A) and (B) extend to and are enforceable against any successor landlord or manager.

(D) Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing any code violations which have been cited by the City for the dwelling unit and common area. If the landlord fails to comply with this subsection (D), the tenant may pursue the remedies provided in Sections 5-3-7-1 or 5-3-7-3 of this Chapter.

5-3-5-3: Maintain Fit Premises.

(A) The landlord shall maintain the premises in substantial compliance with the applicable codes of the City and shall promptly make any and all repairs necessary to fulfill this obligation.

(B) The landlord and tenant of any dwelling unit may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

1. The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration; and

2. The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

5-3-5-4: Limitation Of Liability.

(A) Unless otherwise agreed a landlord who sells the premises is relieved of liability under the rental agreement and this Chapter for events occurring subsequent to written notice to the tenant of the sale. However, he remains liable to the tenant for any property and money to which the tenant is entitled under Section 5-3-5-1 of this Chapter and all prepaid rent, unless the tenant receives written notice that such property, money and prepaid rent have been transferred to the buyer, and that the buyer has accepted liability for such property, money and prepaid rent.

(B) Unless otherwise agreed the manager of the premises is relieved of liability under the rental agreement and this Chapter for events occurring after written notice to the tenant of the termination of his management.

5-3-5-5: Lead Disclosure Requirements. Landlords subject to this Ordinance must follow all applicable state and federal regulations regarding lead poisoning and must specifically:

(A) Provide all prospective and current lessees with a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on lead-based paint disclosure.

(B) Disclose any known lead hazards.

5-3-6: Landlord Remedies.

5-3-6-1: Noncompliance with Rental Agreement; Failure to Pay Rent.

(A) (1) If there is a material noncompliance by the tenant with the rental agreement or with Subsection 5-3-4-1 (A)-(G) of this Chapter, the landlord may deliver a written notice to the tenant specifying the acts and omissions, constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, unless the breach is remedied by the tenant prior to the expiration of the notice. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice.

(2) If there is material noncompliance by the tenant with any of the provisions of Section 5-3-4-1 (A)-(G), after expiration of the landlord's written notice to the tenant to remedy the acts and omissions specified in the notice delivered pursuant to Section 5-3-6-1 (A)(1), throughout the remainder of the term of the rental agreement, the landlord may delivery written notice to the tenant that the rental agreement shall terminate not less than (30) days after delivery of the written notice to terminate.

(3) If there is noncompliance by the tenant with subsection 5-3-4-1 (G) or 5-3-4-1 (H) of this Chapter, the landlord may deliver written notice to the tenant specifying the acts constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, or, in the case of owner-occupied dwelling units containing two (2) or fewer rooming units, upon a date not less than forty-eight (48) hours after receipt of the notice.

(B) If rent is unpaid when due, and the tenant fails to pay the unpaid rent within ten (10) days, or, in the case of owner-occupied dwelling units containing two (2) or fewer rooming units, within forty-eight (48) hours after receipt of written notice by the landlord of his/her intention to terminate the rental agreement if the rent is not so paid, the landlord may terminate the rental agreement.

(C) Except as provided herein, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or with Section 5-3-4-1 of this Chapter. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney's fees.

5-3-6-2: Failure to Maintain. If there is material noncompliance by the tenant with Section 5-3-4-1 hereof, and the tenant fails to comply as promptly as conditions permit in case of emergency or within fourteen (14) days of receipt of written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and have the work done in a workmanlike manner and submit a receipted bill from an appropriate tradesman for the cost thereof as rent on the next day when rent is due, or if the rental agreement has terminated, for immediate payment, provided that the landlord has fulfilled his affirmative obligations under Section 5-3-5-2 (D) and 5-3-5-3 (A).

5-3-6-3: Abandonment; Subleases. If the tenant abandons the dwelling unit, the landlord shall make good faith effort to rent it at a fair rental. This shall include the acceptance of reasonable subleases. If the landlord succeeds in renting the dwelling unit at a fair rental, the tenant shall be liable for the amount by which the rent due from the date of abandonment to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of abandonment to the termination of the initial rental agreement. If the landlord makes a good faith effort to rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. In either event, the tenant shall be liable for the advertising expenses and reasonable redecoration costs incurred by the landlord in rerenting the dwelling unit.

5-3-6-4: Waiver of Landlord's Right to Terminate. Acceptance of rent with knowledge of a default by the tenant, or acceptance of performance by him that varies from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord, constitutes a waiver of his right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.

5-3-6-5: Remedy After Termination. If the rental agreement is terminated, the landlord may have a claim for possession and for rent and a separate claim for damages for breach of the rental agreement and reasonable attorney's fees, as provided in Section 5-3-5-1 (C) hereof.

5-3-6-6: Disposition of Abandoned Property.

(A) Except as otherwise agreed, if, upon termination of a tenancy (other than by an order of a court of competent jurisdiction) including, but not limited to, a termination after expiration of a lease or by surrender or abandonment of the premises, a tenant has left personal property on the premises, and the landlord

reasonably believes that the tenant has abandoned such personal property, the landlord may:

1. Notify the tenant in writing of his demand that such property be removed within the dates set forth in such notice (but not less than 15 days after delivery or mailing of such notice); and that if such property is not removed within the time specified, the property may be sold. If the property is not removed within the time specified in such notice, the landlord may sell the property at a public sale or at a commercially reasonable private sale. The proceeds, less reasonable costs incurred by such sale or storage of property, shall be held by the landlord for the tenant for one year. If the tenant does not claim the proceeds within one year, the proceeds shall be the property of the landlord.

2. If the tenant has left personal property which is reasonably determined by the landlord to be valueless or of such little value that the cost of storing and conducting a sale would probably exceed the amount that would be realized from such sale, the landlord may notify the tenant in writing that such property be removed by the date specified in such notice (but not less than 15 days after delivery or mailing of such notice), and that if such property is not removed within the time specified, the landlord intends to destroy or otherwise dispose of the property. If the property is not removed within the time specified in the notice, the landlord may destroy or otherwise dispose of the property.

3. The notice shall indicate his election to sell specific items of the tenant's personal property and to destroy or otherwise dispose of the remainder of said property.

(B) For purposes of this Section, "abandonment" shall mean that the tenant has vacated the premises, and that his rent is in default and that notice by the landlord to terminate the rental agreement as provided in Section 5-3-6-1 (B) has expired.

(C) After sending written notice, as provided in subsection (A), the landlord shall store all personal property of the tenant in a place of safe keeping and shall exercise reasonable care of the property, but shall not be responsible to the tenant for any loss not caused by the landlord's deliberate or negligent act or omission. The landlord may elect to store the property in or about the previously vacated premises. In such case, the storage shall not exceed commercially reasonable storage rates. If the tenant's property is removed to a commercial storage company, the storage cost shall include the actual charge for such storage and removal from the premises to the place of storage.

(D) After landlord's notice under subsection (A), if the tenant makes timely response in writing of his intention to remove the personal property from the premises and does not do so within the time specified in the landlord's notice or within thirty (30) days of the delivery or mailing of the tenant's written response or a mutually agreeable date (whichever is later), it shall be conclusively presumed that he has abandoned such property. In the event the tenant removes the property after notice, the landlord shall be entitled to the cost of storage for the period the property has remained in his safe keeping.

(E) Any public sale, authorized under the provisions of this Section, shall be conducted pursuant to law in such instances made and provided.

5-3-7: Tenant Remedies.

5-3-7-1: Noncompliance by Landlord.

(A) If there is a material noncompliance by the landlord with the rental agreement or with Section 5-3-5-2 (D) or Section 5-3-5-3, the tenant may deliver a written notice to the landlord specifying the breach and that the rental agreement will terminate on a date not less than thirty (30) days after receipt of the notice, or, in the case of owner-occupied dwelling units containing two or fewer rooming units, upon a date not less than forty-eight (48) hours after receipt of the notice, unless the breach is remedied by the landlord prior to the expiration of the notice. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent.

(B) Except as provided in this Chapter, the tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord with the rental agreement or with Section 5-3-5-3. If the landlord's noncompliance is willful, the tenant may recover reasonable attorney's fees.

(C) If the rental agreement is terminated, the landlord shall return all security and interest recoverable by the tenant under Section 5-3-5-1 and all prepaid rent.

5-3-7-2: Failure to Deliver Possession.

(A) If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the rental agreement and Section 5-3-5-3, rent abates until possession is delivered and the tenant may:

1. Upon at least five (5) days' written notice to the landlord, terminate the rental agreement and upon termination the landlord shall return all prepaid rent and security: or

2. Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by him.

(B) If a person's failure to deliver possession is willful, an aggrieved person may recover from that person wrongfully in possession, an amount not more than two (2) months' rent or twice the actual damages sustained by him, whichever is greater, and reasonable attorney's fees.

5-3-7-3: Self Help for Minor Defects and Rent Withholdings.

(A) With respect to any single violation, the tenant may choose either the remedy in subsection 1 below or the remedy in subsection 2 below, but not both.

1. If the landlord fails to comply with the rental agreement or with Section 5-3-5-3 (A) and the reasonable cost of compliance is less than two hundred dollars (\$200.00) or an amount equal to one-half (1/2) of the monthly rent, whichever amount is greater, the tenant may recover damages for the breach under Section 5-3-7-1 (B) or may notify the landlord in writing of his intention to correct

the condition at the landlord's expense. If the landlord fails to comply within fourteen (14) days after being notified by the tenant in writing or as promptly as conditions require in case of emergency, the tenant may have the work done in a workmanlike manner and, after submitting to the landlord a receipted bill from an appropriate tradesman, deduct from his rent the amount thereof, not exceeding the limits specified in this subsection; provided, that the tenant has fulfilled his affirmative obligations under Section 5-3-4-1.

2. If the landlord fails to comply with the rental agreement or with Section 5-3-5-3 (A), the tenant may, where the condition has been cited as a code violation by the City, notify the landlord in writing of the tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises. If the landlord fails to correct the condition within fourteen (14) days after being notified by the tenant in writing, the tenant may, during the time such failure continues, deduct from the rent the stated amount.

(B) A tenant may not repair at the landlord's expense or withhold rent under this Section if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family or other person on the premises with his consent.

(C) Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other tenants sharing such facilities of his plans, and shall so arrange the work as to create the least practicable inconvenience to the other tenants.

5-3-7-4: Wrongful Failure to Supply Essential Services.

(A) If, contrary to the rental agreement, the landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, the tenant may:

1. Deliver written notice to the landlord specifying the service to be restored, that the service must be restored within seven (7) days of the delivery of the notice, and that the rental agreement will be terminated automatically at the expiration of the seven (7) days if the specified service is not restored.

2. Pay for the provision of these services and deduct the cost from their next rental payment, or payments in the event the cost of services procured exceed the amount of the next rental payment.

3. Recover damages based upon the diminution in fair rental value of the dwelling unit and reasonable attorney fees; or

4. Procure substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant may recover the cost reasonable value of the substitute housing up to an amount equal to the monthly rent and reasonable attorney's fees.

(B) If the tenant proceeds under this Section, he may not proceed under Sections 5-3-7-1 or 5-3-7-3 for that breach.

(C) The tenant may not exercise his rights under this Section if the condition was caused by the inability of a utility supplier to provide service or by the

deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent.

5-3-7-5: Landlord's Noncompliance as Defense to Action for Possession or Rent.

(A) In an action for possession based upon nonpayment of rent or in an action for rent where the tenant is in possession, the tenant may counterclaim for any amount which he may recover under the rental agreement or this Chapter. In that event, the court may order the tenant to pay into court all or part of the rent accrued and thereafter accruing, and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and the balance by the other party. If no rent remains due after application of this Section, judgment shall be entered for the tenant in the action for possession. If the defense or counterclaim by the tenant is without merit, the landlord may recover reasonable attorney's fees.

(B) In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided in subsection (A), but the tenant is not required to pay any rent into court.

5-3-7-6: Fire or Casualty Damage.

(A) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

1. Immediately vacate the premises and notify the landlord in writing within fourteen (14) days thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

2. If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(B) If the rental agreement is terminated, the landlord shall return all security recoverable under Section 5-3-5-1 and all prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

(C) A tenant may not exercise remedies in this Section if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or a person on the premises with his consent.

5-3-8: Holdover; Abuse of Access: 5-3-8-1: Holdover Remedies. If the tenant remains in possession without the landlord's consent, after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful, the landlord in addition may recover an amount not more than two (2) months' periodic rent or twice the damages sustained by him, whichever is greater, and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, Section 5-3-3-1 (D) applies.

5-3-8-2: Landlord and Tenant Remedies for Abuse of Access.

(A) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover damages and reasonable attorney's fees.

(B) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In each case, the tenant may recover an amount equal to not more than two (2) months' rent or twice the damages sustained by him, whichever is greater, and reasonable attorney's fees.

5-3-8-3: Notice of Refusal to Renew Rental Agreement.

(A) If the rental agreement will not be renewed or if a month-to-month tenancy will be terminated, the landlord shall notify the tenant in writing thirty (30) days prior to the termination date.

(B) If the landlord fails to give the required written notice, the tenant may remain in his dwelling for two (2) months, commencing on the date that the written notice is received by the tenant. During such period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice.

5-3-9: Retaliatory Conduct; Civil Actions by City.

5-3-9-1: Retaliatory Conduct.

(A) Except as provided in this Section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring action for possession or by refusing to renew a rental agreement because the tenant has:

1. Complained in good faith of a code violation to a government agency charged with the responsibility for the enforcement of such code;
2. Complained to the landlord of a violation under Sections 5-3-5-2 (D) or 5-3-5-3;
3. Organized or become a member of a tenant union or similar organization; or
4. Exercised or attempted to exercise any right or enforce any remedy granted to him under this Chapter.

(B) If the landlord acts in violation of subsection (A), the tenant has a defense in any retaliatory action against him for possession and is entitled to the following remedies: he shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to and not more than two (2) months' rent or twice the damages sustained by him, whichever is greater, and reasonable attorney's fees. If the rental agreement is terminated, the landlord shall return all security and interest recoverable under Section 5-3-5-1 and all prepaid rent. In an action by or against the tenant, if there is evidence of a complaint within one year prior to the alleged act of retaliation, it may be presumed that the landlord's conduct

was retaliatory. The presumption does not arise if the tenant made the complaint after notice of a proposed rent increase.

(C) Notwithstanding subsection (A) and (B), a landlord may bring an action for possession if:

1. The violation of a code was caused primarily by lack of care by the tenant, a member of his family or other person on the premises with his consent; or

2. The tenant is in default in rent, other than a purported default under Section 5-3-7-3.

5-3-9-2: Civil Actions by City. Whenever the City Manager or his designee has reasonable cause to believe that any landlord or tenant is engaged in a pattern of practice of violating the provisions of this Chapter, the City may bring a civil action by filing a complaint signed by the City Manager, setting forth the facts pertaining to such pattern of practice and requesting such relief, including an application for a permanent or temporary injunction, restraining order and damages as hereinbefore provided against the landlord or tenant responsible for such pattern of practice, as may be necessary to insure compliance with the provisions of this Chapter and the full enjoyment of the rights herein established. The foregoing does not limit the City of Evanston's authority to institute actions pursuant to Section 5-3-12-3 to enforce Section 5-3-12 of this Chapter.

5-3-10: Attachment of Chapter to Rental Agreement.

(A) A current copy of this ordinance shall be attached to each written rental agreement whether it be a City of Evanston Model Apartment Lease or a landlord drafted written lease agreement, when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for new rental or a renewal thereof.

(B) If a tenant in a civil legal proceeding against his landlord establishes that a violation of 5-3-10(A) has occurred, he shall be entitled to recover two hundred dollars (\$200.00) in damages and reasonable attorney's fees.

(C) The Model Apartment Lease Agreement ("Agreement"), as amended from time to time, shall be on file with the City Clerk. Each amended Agreement form shall be effective for a minimum of one (1) year. Leases entered into during the effective period of a particular Agreement form shall remain valid notwithstanding amendments made in the Agreement form during the lease term.

5-3-11: Condominium Conversions. Provisions of this Chapter that contradict, modify, expand or limit rights of landlords or tenants established under this Chapter shall prevail over the provisions of this Chapter for leases entered into or renewed subsequent to the effective date of the Residential Condominium Ordinance.

5-3-12: Interruption of Tenant Occupancy.

5-3-12-1: Unlawful Interruption. It is unlawful for any landlord or any person acting at his direction to knowingly oust or dispossess or attempt to oust or dispossess any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any

entrance into said unit; or by removing any door or window from said unit; or by interfering with the services to said unit, including, but not limited to, electricity, gas, hot or cold water, plumbing, heat or telephone service; or by removing a tenant's personal property from said unit; or by the use of force or threat of violence, injury or force to a tenant's person or property; or by any other act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable.

5-3-12-2: Exclusions. The provisions of Section 5-3-12-1 shall not apply where:

(A) A landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict a tenant or his personal property; or

(B) A landlord acts in compliance with the laws of Illinois pertaining to distress for rent; or

(C) A landlord acts pursuant to court order; or

(D) A landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or

(E) The tenants with a right to possession of the dwelling unit have been absent therefrom for thirty (30) consecutive days without advising the landlord of such absence or their intent to return, current rent is thirty (30) or more days overdue, and after diligent inquiry the landlord has reason to believe that tenants have abandoned the premises and do not intend to return.

5-3-12-3: Fines.

(A) Each member of the Police Department, while on duty, is hereby authorized to arrest any person who is found to have violated any of the provisions of Section 5-3-12-J.

(B) Any person found guilty of violating Section 5-3-12-1 shall be fined not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00), and each day that such violation shall occur or continue shall constitute a separate and distinct offense for which a fine as herein provided shall be imposed.

5-3-12-4: Civil Remedy. If a tenant in a civil legal proceeding against his landlord establishes that a violation of Section 5-3-12-1 has occurred he shall be entitled to recover possession of his dwelling unit or personal property and shall recover an amount equal to not more than two (2) months' rent or twice the actual damages sustained by him, whichever is greater, and reasonable attorney's fees. A tenant may pursue any civil remedy for violation of this article regardless of whether a fine has been entered against the landlord pursuant to Section 5-3-12-3.

5-3-12-5: Tenant's Right to Terminate. If a landlord or any person acting at his direction violates Section 5-3-1 2-1, the tenant shall have the right to terminate the rental agreement by sending the landlord written notice of his intention to terminate within three (3) days of the violation. If the rental agreement is terminated, the landlord shall return all security deposits, prepaid rent and interest to the tenant in accord with section 5-3-5-J.

OAK PARK VILLAGE CODE
CHAPTER 12 – HOUSING, SELECTED SECTIONS

OAK PARK VILLAGE CODE

CHAPTER 12 – HOUSING SELECTED SECTIONS

INTRODUCTION

Selected Sections of the Oak Park Village Code

The Housing Chapter of the Oak Park Village Code is not as thorough as the Chicago Residential Landlord Tenant Ordinance, but it does set forth numerous obligations with which landlords must comply, including certain lease provisions that must be included in your leasing agreement. You may wish to seek additional legal advice to determine whether your Oak Park leases are in compliance with the Village Code.

FULL TEXT (as of June 7, 2010)

12-1-1: Definitions. The following words or terms, when used in this Housing Code, shall have the meanings, and are hereby defined, as follows:

BASEMENT: A portion of a building located partly underground, but having less than half (1/2) its clear floor-to-ceiling height below the average grade of the adjoining ground.

BUILDING: Any structure designed or intended for the support, enclosure, shelter or protection of persons, animals, chattels or property.

CELLAR: A portion of a building located partly or wholly underground and having half (1/2) or more than half (1/2) of its clear floor-to-ceiling height below the average grade of the adjoining ground.

DOOR: A movable barrier of wood or other solid material on hinges or sliding track, for closing or opening a passage or opening into a building, room or enclosure.

DWELLING: Any building which is wholly or partly used or intended to be used for living, sleeping, cooking and eating by any human occupants.

DWELLING UNIT: A room or group of rooms used or intended to be used as a unit for living, sleeping, cooking and eating.

EXTERMINATION: The control and elimination of insects, rodents or other pests by eliminating their harboring places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigation or trapping; or by any other recognized and legal pest elimination approved by the Director of Code Administration.

GARBAGE: The animal and vegetable waste resulting from the handling, preparation, cooking or consumption of food.

HABITABLE ROOM: A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closets, laundries, pantries, foyers or communicating corridors, closet storage spaces, stairways and elevator shafts.

DIRECTOR OF CODE ADMINISTRATION: The person so designated by the Village Manager.

OCCUPANT: Any person, living, sleeping, cooking or eating in, or having actual possession of a dwelling unit or rooming unit.

OPERATOR: Any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.

OWNER: Any person or group of persons who shall have legal or equitable title to a building containing one or more dwelling units or rooming units, the agent of said person, or any person having management or control of any such building.

PERSON: Any individual, firm, corporation, association or partnership.

PLACARD: To announce by posting a written notice.

ROOMING HOUSE: A building or part thereof, in which living and sleeping quarters (but not meals or cooking facilities) are provided by prearrangement for compensation on a weekly or longer basis for three (3) or more persons who are not members of the keeper's family.

ROOMING UNIT: Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

RUBBISH: Combustible and noncombustible waste materials, except garbage; and the term shall include the residue from the burning of wood, coal, coke and other combustible material; paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust.

STRUCTURE: Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Without limitation on the foregoing, a structure shall include buildings, fences, walls and signs.

12-1-2: General.

12-1-2-1: Title. These regulations shall be known as the Housing Code of the Village, hereinafter referred to as this Housing Code or this Code.

12-1-2-2: Scope. The purpose of this Code is to protect the public health, safety and welfare in all existing residential structures or structures designed for residential purposes and on all related premises as hereinafter provided, by:

A. Establishing minimum maintenance standards for all residential structures or structures designed for residential purposes and the premises on which those structures are located;

B. Fixing the responsibilities of owners, operators and occupants of all residential structures or structures designed for residential purposes and the premises on which those structures are located; and

C. Providing for the administration and enforcement of this Code and establishing penalties for violations.

12-1-2-3: Conflict of Ordinances. Whenever a provision of this Housing Code is found to be in conflict with a provision of any other ordinance of the Village existing on the effective date of this Housing Code, the ordinance which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

12-1-2-4: Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Housing Code should be declared invalid, such decision shall not affect the remaining portions of this Housing Code, which shall remain in full force and effect; and to this end the provisions of this Housing Code are hereby declared to be severable.

12-1-2-5: Validity. This Housing Code shall be in full force and effect from and after its passage, approval and publication, according to law.

12-1-2-6: Application of Other Codes. Any repairs or alterations to a structure, or changes of use therein, which may result directly or indirectly from the enforcement of this Code shall be done in accordance with all other codes, including but not limited to the procedures and provisions of the Oak Park Building, Electrical, Plumbing, Mechanical and Fire Prevention Codes and the Zoning Ordinance of the Village.

12-1-2-7: Penalties. Any person who shall violate any provision of this Housing Code shall, upon conviction, be punished by a fine of not less than twenty five dollars (\$25.00) nor more than five hundred dollars (\$500.00), and each day's failure to comply with any such provision shall constitute a separate offense.

12-1-3: Enforcement.

12-1-3-1: Enforcement Responsibility. It shall be the duty of the Director of Code Administration to enforce the provisions of this Housing Code.

12-1-3-2: Inspections. For the purpose of enforcing the provisions of this Housing Code, the Director of Code Administration or his duly authorized representative is hereby authorized to make inspections of all buildings, structures and premises located within the Village to determine their compliance with the provisions of this Housing Code. For the purpose of making such inspections, the Director is hereby authorized to examine and survey all buildings, structures and premises within the Village. Such inspections should be made at reasonable hours pursuant to a complaint which, in the opinion of the Director of Code Administration, provides reasonable grounds for belief that a violation exists or pursuant to a regular inspection program.

12-1-3-3: Right of Entry. When inspecting a building, structure or premises, the Director of Code Administration or his duly authorized representative shall furnish to the owner, occupant or operator sufficient identification and information to enable the owner, operator or occupant to determine both the inspector's identity as a representative of the Village and the purpose of the inspection. The Director of Code Administration or the Village Manager may apply to any court of competent jurisdiction for a search warrant or other legal process for the purpose of securing

entry to any building, structure or premises if the owner, occupant or operator shall refuse to grant entry.

12-1-3-4: Access by Owner. Every occupant of a dwelling unit or rooming unit shall give the owner, operator or other authorized agent, access to any part of such dwelling unit or rooming unit at reasonable times for the purpose of making such inspections, maintenance, repairs or alterations as are necessary to comply with the provisions of this Code.

12-1-3-5: Service of Notice. Whenever, in the opinion of the Director of Code Administration, any violation of the provisions of this Housing Code is found to exist, he shall, within ten (10) days after the inspection, serve written notice of such alleged violation upon the owner, occupant or operator known by the Director of Code Administration to be responsible therefor, by:

- A. Personal service, or
- B. Mailing a copy thereof to the alleged violator, by regular, registered or certified mail, at his last known address, or
- C. Posting a copy thereof in a conspicuous place in or about the building containing the alleged violation.

Such notice may include more than one alleged violation and may specify a period of time for compliance, which shall be such time as, in the opinion of the Director of Code Administration, is reasonably required to effect changes necessary for compliance. Such notice may contain an outline of remedial action, which if taken, will effect compliance with the provisions of this Housing Code. The giving of notices is not a prerequisite to an abatement or prosecution.

12-1-4: Responsibility of Persons.

12-1-4-1: Responsibilities of Owners. Except as it may be the responsibility of every occupant under Section 12-1-4-2, every owner shall keep the buildings, yards, courts, garages, fences and accessory structures in a safe and sanitary condition, clean and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation, and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations.

12-1-4-2: Responsibilities of Occupants. Every occupant of a dwelling unit or rooming unit shall keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which he occupies or over which he has exclusive possession and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations.

12-1-4-3: Further Responsibilities of Occupants. Every occupant of a dwelling unit or rooming unit shall keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of

reasonable care in the proper use and operation thereof, and in the safe and proper operation of electrical fixtures and convenience outlets in such dwelling unit.

12-1-4-4: Garbage, Weeds and Littering. The responsibility of owners, operators and occupants of buildings for the storage, collection and disposal of garbage and litter and for the proper control of weeds shall be as set forth in Chapter 20, Article 7 of the Code of the Village.

12-1-4-5: Responsibility for Screens. Every owner shall provide and install screens for every dwelling unit as required by Section 12-1-8-9 of this Housing Code.

12-1-5: Unfit for Habitation.

12-1-5-1: Declaration of Unfit. Any dwelling unit, rooming unit or building which a court of competent jurisdiction determines fails to meet any one or more of the following sections of this Code shall be deemed to be unfit for human habitation and shall be so designated and placarded by the Director of Code Administration: Sections 12-1-6 through and including 12-1-13.

12-1-5-2: Emergency Orders. Whenever, in the opinion of the Director of Code Administration, there are reasonable grounds to believe that any dwelling unit, rooming unit or building is so damaged, decayed, dilapidated, unsanitary, unsafe or vermin-infested that it creates a serious hazard to the health or safety to the occupants, if any, or to persons who might enter therein, or to the public in general, he shall, without awaiting a judicial determination, declare such dwelling unit, rooming unit or building unfit for human habitation and shall so placard the dwelling unit, rooming unit or building. In determining whether a dwelling unit, rooming unit or building is unfit for human habitation under this Section, existence of any one of the following conditions shall be sufficient, of itself to render the building unfit:

A. The interior or exterior bearing walls or other vertical structural members, list, lean or buckle to such an extent as to weaken the structural support they are intended to provide.

B. Thirty three percent (33%) or more damage or deterioration of the supporting member or members.

C. Fifty percent (50%) or more damage or deterioration of the supporting member or members.

D. Deterioration, or damage by fire, wind or other causes, so as no longer to provide shelter from the elements.

E. Overloads or improperly distributed loads upon the floors or roofs, or insufficient strength for the use made of such building.

F. Parts which are so attached that they may fall and injure occupants or other persons on or about the premises.

12-1-5-3: Vacation of Premises. Any dwelling unit, rooming unit or building determined to be unfit for human habitation, and so designated and placarded by the Director of Code Administration, shall be vacated within a reasonable time as

ordered by the Director of Code Administration, which time for vacation shall be stated on the placard.

12-1-5-4: Use of Premises or Equipment. No person shall occupy a placarded building, dwelling unit or rooming unit, or shall use placarded equipment. No owner or operator shall allow anyone to occupy a placarded premises or use placarded equipment.

12-1-5-5: Reoccupation of Premises. After expiration of the vacation date stated on the placard no person shall occupy or permit any person to occupy any dwelling unit, rooming unit or building which has been determined to be unfit for human habitation as provided in this Section 12-1-5 and has been so placarded until written approval of occupancy has been obtained from the Director of Code Administration, and the placard has been removed by the Director of Code Administration, who shall issue his approval and remove such placard whenever in his opinion, the defects or violations on which such determination was based have been remedied, removed or corrected and such dwelling unit, rooming unit or building complies in all respects with the requirements of this Housing Code.

12-1-5-6: Entry for Repairs. After expiration of the vacation date set out in the placard, no person shall enter into, or upon any dwelling unit, rooming unit or building determined as unfit for human habitation and so placarded, unless such entry be with the written approval of the Director of Code Administration, and be exclusively in connection with repair, remodeling, renovation or removal of the unit or building involved.

12-1-5-7: Removal or Defacing of Placard. Except as provided in Section 12-1-5-5 of this Article, no person shall remove the placard from any dwelling unit, rooming unit or building which has been determined as unfit for human habitation and placarded as such. No person shall deface a placard.

12-1-6: Space and Occupancy.

12-1-6-1: Scope. No person shall occupy or permit any person to occupy any dwelling, dwelling unit or rooming unit for the purpose of living therein which does not comply with the following minimum requirements.

12-1-6-2: Dwelling Units. Every dwelling unit must contain at least two hundred (200) square feet of floor space for the first occupant thereof and one hundred fifty (150) square feet of floor space for each additional occupant thereof, except that under no circumstances shall the maximum occupancy for any studio dwelling unit exceed three (3) persons. For purposes of this Article, floor space not to include verandas, porches, terraces, balconies and basements. See Table 602.

TABLE 602 – Table 602 is provided by way of illustration and is not a limitation upon this Section.

MAXIMUM NUMBER OF OCCUPANTS

	0	1	2	3	4	5	6
Less than 200	X						
200 to 349		X					
350 to 500			X				
501 to 650				X			
651 to 800					X		
801 to 950						X	
951 to 1100							X

12-1-6-3: Sleeping Rooms. Every sleeping room used for single occupancy must contain at least seventy (70) square feet of floor space; if used for multiple occupancy a sleeping room shall contain at least fifty (50) square feet of floor space for each occupant.

12-1-6-4: Minimum Ceiling Heights. At least one-half (1/2) of the floor area of every habitable room shall have a ceiling height of at least seven feet (7'); and the floor area of that part of any room where the ceiling height is less than five feet (5') shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof.

12-1-6-5: Basement Occupancy. No basement space shall be used as a habitable room or dwelling unit unless:

- A. The floors and walls are impervious to leakage of underground and surface runoff water and are insulated against dampness;
- B. The required minimum window area is located entirely above the finished elevation of the ground adjoining the building wall in which the windows are located;
- C. The dwelling unit meets the other requirements of this housing code.

12-1-6-6: Cellar Occupancy. No cellar space shall be used as a habitable room or dwelling unit.

12-1-6-7: Sleeping Room Arrangement. No dwelling or dwelling unit containing two (2) or more sleeping rooms shall have room arrangements so that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room; nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room or a bathroom or water closet compartment.

12-1-6-8: Sleeping Room Doors. Sleeping rooms in dwelling units containing one or more sleeping rooms must have closable doors that afford privacy.

12-1-6-9: Occupancy Above Garages. Where a habitable room, rooming unit or dwelling unit is located above an area used for parking or storage of motor vehicles, a fire stop of one hour fire resistant materials, approved by the Board of Fire

Underwriters Laboratory, shall be provided above such area and below the floor of such room or unit.

12-1-6-10: Dwelling Unit Access. Every dwelling unit shall be arranged in such a manner that each room is accessible from every other room without the use of hallways, rooms or other areas not exclusively a part of such dwelling unit.

12-1-7: Heat and Heating Facilities.

12-1-7-1: Duty to Furnish Heat. Every dwelling unit or rooming unit shall have heating facilities which are properly installed, are maintained in safe and good working condition and are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments to a temperature of sixty eight degrees Fahrenheit (68°F) at a distance of two (2) to five feet (5') above floor level when the outside temperature is minimum ten degrees Fahrenheit (10°F).

Every owner or operator who owns or operates any dwelling or rooming house in which the heat is furnished from a heating plant used in common for the purpose of heating the various dwelling units or rooming units therein, and such heating plant is under the control or supervision of such owner or operator, shall furnish heat to such dwelling units or rooming units from September 15 of each year to June 1 of the succeeding year.

12-1-7-2: Minimum Heat Requirements. A minimum temperature of sixty eight degrees Fahrenheit (68°F) from six thirty o'clock (6:30) A.M. to eleven o'clock (11:00) P.M. and sixty five degrees Fahrenheit (65°F) from eleven o'clock (11:00) P.M. to six thirty o'clock (6:30) A.M. averaged through any dwelling unit or rooming unit shall be maintained without undue restriction of ventilation as to interfere with proper healthful conditions.

12-1-7-3: Manner of Determining Temperatures. For the purpose of determining whether the temperature in any dwelling unit or rooming unit heated as required by sections 12-1-7-1 and 12-1-7-2 of this article has been attained, temperature readings shall be made under the supervision of the Director of Code Administration by means of a standard Fahrenheit/centigrade thermometer approved by the Director of Code Administration in not less than two (2) separate rooms in such dwelling unit, or if the dwelling unit consists of only one room and in the case of a rooming house, then in two (2) opposite parts of the room as near the extremes as practicable, such thermometer to be placed at a point not less than two feet (2') nor more than five feet (5') above the floor of any such room or dwelling unit, and at least four feet (4') away from any outside wall.

12-1-7-4: Improper Heating Equipment. Gas or electric appliances designed primarily for cooking or water heating purposes and portable heating equipment employing flame and the use of liquid or coal shall not be considered as heating facilities within the meaning of this section 12-1-7.

12-1-7-5: Location of Heating Equipment. Heating plants designed or intended to serve one or more dwelling units shall not be located in a habitable room.

12-1-8: Equipment and Facilities.

12-1-8-1: Scope. No person shall occupy or permit any person to occupy any dwelling or dwelling unit for the purposes of living, sleeping, cooking or eating therein or rooming unit for the purpose of living and sleeping therein which does not comply with the following minimum requirements.

12-1-8-2: Water Closet Compartment. Every dwelling unit shall contain a room which affords privacy and which is equipped with a flush water closet and a lavatory basin in good working condition and properly connected to a water and sewer system approved by the Director of Public Health. Such room shall contain a window which may be opened for outside air or mechanical or gravity ventilation in proper operating condition which meets the requirements of the Oak Park building code.

12-1-8-3: Bathtub or Shower Room. Every dwelling unit shall have a room which affords privacy and contains a bathtub or shower in good working condition and properly connected to a water and sewer system approved by the Director of Public Health.

12-1-8-4: Location of Fixtures. The water closet, lavatory and bath or shower required herein may be located in one room provided that such room is separate from all habitable rooms in the dwelling unit.

12-1-8-5: Kitchen Sink. Each dwelling unit shall contain a kitchen sink.

12-1-8-6: Plumbing Connections. Every kitchen sink, lavatory, bathtub, shower and water closet required by this housing code shall be maintained in good operating condition and shall be properly connected to a water and sewer system approved by the Plumbing Inspector of the Village.

12-1-8-7: Water Temperature. Every kitchen sink, lavatory, bathtub or shower required by this housing code, shall be connected and supplied with an adequate amount of hot and cold running water in accordance with the ordinances of the Village. The hot water shall be supplied at a minimum temperature of one hundred twenty degrees Fahrenheit (120°F).

12-1-8-8: Water Conservation. Replacement plumbing fixtures shall be of water saving construction and use as may be required by local ordinance.

12-1-8-9: Insect Screens. During that portion of each year when the Director of Code Administration deems it necessary, the required windows and doors and other openings to external air of every dwelling unit shall be equipped with adequate screens and appliances so attached and arranged as to prevent the ingress of flies and mosquitos to the interior of such dwelling unit. Every swinging screen door shall be equipped with a self-closing device in good working condition.

12-1-8-10: Electric Outlets. Every habitable room shall contain at least two (2) separate floor and wall type duplex electric convenience outlets, or one such duplex convenience outlet and one supplied electric light fixture, and every water closet compartment, bathroom or hall, furnace room, laundry room and rooms or areas

containing electric meters or electrical panels shall contain at least one wall or ceiling type electric light fixture. Every electric outlet and fixture shall be properly installed and maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner. Every kitchen shall have an additional grounded duplex electric convenience outlet in addition to the requirements for a habitable room and this extra outlet shall be a minimum of six feet (6') from any other required outlet. All electric convenience outlets in laundry and boiler rooms shall be grounded.

12-1-8-11: Stairway Lighting. Every public hall, stairway and passageway in a dwelling containing four (4) or more dwelling or rooming units shall be adequately lighted at all times. Every public hall, stairway and passageway in structures devoted solely to dwelling occupancy and containing less than four (4) dwelling or rooming units shall be supplied with conveniently located light switches, controlling an adequate lighting system which may be turned on as needed.

12-1-8-12: Garbage Disposal Facilities. Every dwelling unit shall be supplied with adequate rubbish and garbage disposal facilities or storage containers with tightfitting lids or covers adequate to prevent access to such garbage and rubbish by insects, rodents or other pests.

12-1-8-13: Storage Facilities. Storage facilities, if provided, shall be maintained in a safe and sanitary condition, shall be secure and shall be furnished with illumination.

12-1-8-14: Carbon Monoxide Detectors. There is hereby adopted by the Village of Oak Park the "carbon monoxide alarm detector act" enacted by the state of Illinois as public act 94-0741 effective January 1, 2007, and codified as 430 Illinois Compiled Statutes 135/1 through 20 (2008), not less than three (3) copies of which are on file in the office of the Clerk of the Village of Oak Park, and the same is hereby adopted and incorporated as fully as if set out in its entirety herein. The provisions thereof shall be controlling on buildings and structures within the limits of the Village.

12-1-9: Light and Ventilation.

12-1-9-1: Scope. No person shall occupy or permit any person to occupy, any dwelling or dwelling unit for the purpose of living, sleeping, cooking or eating therein, or rooming unit for the purpose of living or sleeping therein, which does not comply with the following minimum requirements.

12-1-9-2: Natural Light. Every habitable room, except a kitchen having a floor area not exceeding eighty (80) square feet or kitchens provided with artificial light in accordance with the provisions of the Oak Park building code, shall have at least one window facing directly outdoors. The minimum total window area, computed on the basis of clear glass surface, for every habitable room shall be eight percent (8%) of the floor area of such room. Whenever a window of any such room faces or abuts on any structure located less than three feet (3') from the window and extending to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the outdoors and shall not be included as part of the required minimum total window area.

12-1-9-3: Ventilation of Habitable Rooms. Every habitable room shall have one or more of the following ventilation systems:

A. At least one window which can be easily opened, with the total of all such openable window area in such room at least forty five percent (45%) of the minimum window area size required by section 12-1-9-2 of this article;

B. A ventilator or similar device, leading directly to outside air, with effective opening area equivalent to openable window area required under subsection 12-1-9-3A of this section; and

C. A forced air ventilation system, properly installed, maintained in safe and good working condition, supplying outside air to such room, which meets the requirements of the Oak Park building code. A forced air ventilation system may not substitute for natural ventilation in sleeping rooms.

12-1-10: Exterior Maintenance.

12-1-10-1: Scope. No person shall occupy or permit any person to occupy, any dwelling or dwelling unit for the purpose of living, sleeping, cooking or eating therein or rooming unit for the purpose of living or sleeping therein, which does not comply with the following minimum requirements.

12-1-10-2: Structural Members. All supporting structural members of all structures shall be kept structurally sound, free of deterioration and maintained capable of bearing the applicable dead and live loads as set forth in the Oak Park building code, whether or not the building is occupied.

12-1-10-3: Foundation Walls. All foundation walls shall be maintained so as to carry the safe design and operating dead and live loads and shall be maintained plumb and free from open cracks and breaks, so as not to be detrimental to the public safety and welfare, whether or not the building is occupied.

12-1-10-4: Exterior and Interior Surfaces. Every foundation, floor, wall, ceiling and roof shall be reasonably weathertight, watertight and rodentproof; shall be capable of affording privacy; and shall be well maintained and kept in good condition and repair. The roof shall be structurally sound, tight and free of defects which might admit rain. Roof drainage shall be adequate to prevent rainwater from causing dampness in the walls or interior portion of the building.

12-1-10-5: Exterior and Interior Doors and Windows. Each window, exterior door and basement hatchway shall be reasonably weathertight, watertight and rodentproof; and shall be kept in good repair. Every operable window, basement hatchway, exterior door and dwelling unit entrance door shall be equipped with a locking device reasonably capable of preventing unauthorized entry into a building or dwelling unit, which locking device shall be maintained in good condition and repair, except that exterior doors, which lead into a porch, alcove, foyer, hallway or similar space from which entry to the remainder of the building is through a door equipped with an operable and reasonably effective locking device, need not be equipped with a locking device.

All doors providing a means of egress from a dwelling unit and from a building shall be operable from the interior without the use of a key, special tools or special knowledge.

12-1-10-6: Exterior Walls. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness in the interior portions of the walls or to the interior portion of the building. All exterior surface material including wood, composition or metal siding shall be maintained weatherproof and shall be properly surface coated to prevent deterioration, whether or not the building is occupied.

12-1-10-7: Balconies and Decorative Trim. All balconies and decorative trim including, but not limited to, cornices, entablatures, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in safe condition.

12-1-10-8: Glazing. Every window sash shall be fully supplied with approved glazing materials which are without open cracks or holes.

12-1-10-9: Operable Windows. Every window which must be operable as required by this code shall be capable of being easily opened and of being held in an open position by window hardware.

12-1-10-10: Door Hardware. Every exterior door, door hinge and door latch shall be maintained in good condition. Door locks in dwelling units shall be in good repair, capable of tightly securing the door.

12-1-10-11: Gutters And Downspouts. Gutters and downspouts shall be installed and maintained as specified in the Oak Park building and/or plumbing codes.

12-1-10-12: Handrails. Every flight of stairs, which is more than three (3) risers high, shall have handrails which shall be located as required by the Oak Park building code, and every open portion of a stair, porch, landing and balcony which is more than thirty inches (30") above the floor or grade below shall have guardrails. Every handrail and guardrail shall be firmly fastened and capable of bearing normally imposed loads and shall be maintained in good condition.

12-1-10-13: Stairs and Porches. All exterior stairs and railings and other exit facilities of every structure shall be maintained in sound condition and good repair by replacing treads and risers that evidence excessive wear or are broken, warped or loose. Every outside stair shall be so constructed and maintained as to be safe to use and capable of supporting the anticipated loads.

12-1-10-14: Garage Doors. Garages shall be kept in good repair and shall be equipped with doors that shall adequately screen the interior and that shall be animal and rodent proof.

12-1-11: Interior Maintenance.

12-1-11-1: Scope. No person shall occupy or permit any person to occupy, any dwelling or dwelling unit for the purpose of living, sleeping, cooking or eating

therein, or rooming unit for the purpose of living or sleeping therein, which does not comply with the following minimum requirements.

12-1-11-2: Structural Members. The supporting structural members of every building including stairways and porches, shall be maintained structurally sound and free of deterioration and maintained capable of carrying the applicable loads as set forth in the Oak Park Building Code.

12-1-11-3: Plumbing Fixtures. Every plumbing fixture and water and waste pipe shall be maintained in good sanitary working condition, free from defects, leaks and obstruction.

12-1-11-4: Bathroom and Kitchen Floors. Every water closet compartment floor surface, bathroom floor and shower wall surface and kitchen floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit such wall and floor surfaces to be easily kept in a clean and sanitary condition.

12-1-11-5: Supplied Facilities. Every supplied facility, piece of equipment or utility which is required under this Housing Code shall be maintained in satisfactory working condition so that it will function safely and effectively.

12-1-11-6: Service Disconnections. No owner, occupant or operator shall cause any service facility, equipment or utility which is required under this Housing Code, to be removed from or shut off from or discontinued from any occupied dwelling let or occupied by him, except such temporary interruption as may be necessary while actual repairs or alterations are in process, when discontinuance of service is approved by the Director of Code Administration, and except during temporary emergencies.

12-1-11-7: Electrical System Overcurrent Protection. All circuits shall have proper over-current protection either in the form of circuit breakers or nontampering type "S" fuse adaptors installed in the fuse box. The circuit breakers or fuse adaptors shall be properly sized for the gauge of wire in said circuits.

12-1-11-8: Extension Cords. Extension cords and/or other forms of temporary wiring shall not be used in lieu of permanent wiring. Extension cords shall not be used for other than short term temporary use and shall not be run under rugs, carpets, doors or through walls.

12-1-11-9: Fireplaces. Fireplaces and other devices intended for use similar to a fireplace, shall be stable and structurally safe, installed in a safe manner in accordance with the applicable provisions of the Oak Park Building and Mechanical Codes.

12-1-11-10: Insect and Rodent Infestation. Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the one infested. Notwithstanding the foregoing provisions of this Section, whenever infestation is

caused by failure of the owner to maintain a dwelling in rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more of the dwelling units in any dwelling, or in the shared or public parts of any building containing two (2) or more dwelling units, extermination thereof shall be the responsibility of the owner, and the Village may require that the entire building be exterminated at the same time.

12-1-12: Ingress and Egress.

12-1-12-1: Scope. No person shall occupy or permit any person to occupy any dwelling or dwelling unit for the purpose of living, sleeping, cooking or eating therein, which does not comply with the following minimum requirements.

12-1-12-2: Two Means of Egress. Except as provided in Section 12-1-12-6, every dwelling unit shall be served by at least two (2) unobstructed means of ingress and egress which (a) do not pass through any other dwelling unit or through any rooming unit, and (b) lead, directly or through safe entrance-and-exit connections, to safe and open spaces at ground level. For the purpose of this Section the term entrance-and-exit connection shall include aisles, corridors, stairways and other similar passageways between the dwelling unit and the exterior of the building at ground level.

12-1-12-3: Separation of Exit Routes. A dwelling unit will be deemed to be served by said two (2) means of ingress and egress although such means of ingress and egress follow a common route in a horizontal plane provided, however, that said means of ingress and egress, including entrance-and-exit connections, shall not contain a common area or follow a common route in whole or in part in the vertical descent.

12-1-12-4: Fire Escapes. All fire escapes shall be maintained in working condition and be structurally sound.

12-1-12-5: Exit Routes. Exits from dwelling units or rooming units shall not lead through other such units, or through water closet compartments or bathrooms.

12-1-12-6: Special Exiting Situations. Every building erected subsequent to December 1, 1958, shall not have less than the minimum number of exits prescribed by the Oak Park Building Code in effect at the time said building was erected.

12-1-12-7: Exit Signs. All exit signs shall be maintained, illuminated and visible.

12-1-12-8: Dwelling Unit Security. No dwelling unit shall be accessible from any hallway, room or other area not exclusively a part of such dwelling unit except through a doorway equipped with a door and a lock.

12-1-13: Fire Safety Requirements.

12-1-13-1: Scope. Every owner or operator shall provide and maintain such fire safety facilities and equipment in compliance with their requirements and all other applicable ordinances and codes of the Village. No person shall occupy or permit any person to occupy any premises which do not comply with the following requirements.

12-1-13-2: Fire Protection Systems and Equipment. All fire protection systems and equipment shall be maintained in proper operating condition at all times. Fire alarms and detecting systems shall be suitable for their respective purposes.

12-1-13-3: Fire Suppression Systems. Fire suppression systems shall be maintained in good condition, free from mechanical injury. Sprinkler heads shall be maintained clean, free of corrosion and paint and not bent or damaged.

12-1-13-4: Standpipe Systems. Hose stations shall be identified and accessible. The hose shall be in proper position, ready for operation, dry and free of deterioration.

12-1-13-5: Fire Extinguishers. All portable fire extinguishers shall be visible and accessible and maintained in an efficient and safe operating condition.

12-3-1: License Required. No person shall operate a multiple-family dwelling containing four (4) or more dwelling units unless a license is in effect therefor, as provided by this article. Licenses shall be issued by the Village Clerk in consultation with the Village Manager for a period of one year from the date of issuance, unless sooner revoked, and may be renewed for successive periods of not to exceed one year. No license shall be transferable to another person or multiple-family dwelling. No such license shall be required for condominium associations as covered in article 4 of this chapter.

12-3-2: License Application. No such license shall be issued except upon written application filed with the Village Clerk. Such application shall be received not less than thirty (30) days prior to the initial date of issuance as determined by the Village Clerk, or not less than thirty (30) days prior to the expiration date of a currently valid license. The application shall set forth, but not be limited to, the following information:

A. Name and address of legal owner.

B. If licensee designates an agent, then the application shall set forth the name, address and telephone number of that agent and the authority of the agent to rent, manage and make expenditures.

C. Name, address and telephone number and extent of the authority of the janitor and any other persons in addition to the owner or manager in a position of authority with regard to the subject property.

D. The designation of the agent authorized by the owner to accept notices and process.

E. It is the policy of the Board of Trustees to prevent discrimination against any person on the basis of race in the rental of multiple-family dwellings in the Village. In order to prevent owners or their agents from renting multiple-family dwellings on the basis of the race of the lessee, it is essential for the Village to maintain statistical records of the rental practices of owners in this regard. Therefore the license application shall set forth the race of the occupants of the building.

The license application shall include the following: Occupancy data for each dwelling unit in the subject building, including the present number of occupants in

each dwelling unit, the race of the present occupants, the date of any change in the occupancy of any dwelling unit during the previous license year including the number of previous occupants and the race of each previous occupant thereof, and the termination date of all leases. Records of occupancy data, including the number of occupants and the termination data of all leases so submitted shall be only available for inspection by the Director of Community Relations Department, the Housing Programs Manager, the Village Clerk, the Village Manager, Board of Trustees of the Village, and the Community Relations Commission.

12-3-3: Required Reports. The licensee shall report to the Village Clerk any change in the designation of the managing agent within seven (7) days of said change. Any conveyance in the legal or equitable interest in the building shall be reported to the Village Clerk within seven (7) days after execution of a contract to convey and at least fifteen (15) days prior to said conveyance to allow ample time for the required presale inspection.

12-3-4: License Issuance. No license shall be issued without the approval of the appropriate Village officials. The license may be withheld for failure to comply with applicable statutes and ordinances, including, but not limited to, this chapter, and chapters 13 and 20 of this code.

12-3-5: License Fees. An annual license fee shall be payable on or before a due date established by the office of the Village Clerk. License fees shall be set forth as follows:

A. If a license is not purchased by the due date, said fee shall be increased by ten percent (10%); and further, the base fee shall be increased by an additional twenty percent (20%) on the fifteenth day of each subsequent month for which the fee remains unpaid.

B. If the ownership of a building changes during a licensing period, the license fee for the new owner shall be determined on a prorated basis.

C. Effective January 1, 2009, the annual license fee for a rental building shall be twenty dollars (\$20.00) per dwelling unit.

D. Effective January 1, 2009, the services and inspection fee for condominiums shall be ten dollars (\$10.00) for each condominium unit within the building.

12-3-6: Inspection of Buildings; Violations; Suspension and Revocation of License.

A. Required annual and biennial inspections shall be conducted in accordance with the following provisions:

1. The Building and Property Maintenance Department and/or the Fire Department shall make an annual inspection of all theaters, churches, schools, public assembly units, and open air assembly units; and also all buildings two (2) stories or more in height containing at least four (4) lodging or rooming units.

2. The Building and Property Maintenance Department shall also make biennial inspections of all common areas and a minimum of one dwelling

unit in all mixed use commercial/residential buildings which are two (2) or more stories in height and containing one to three (3) residential units and commercial space in which the occupants engage in food preparation, food sales, pets and pet supply sales or hazardous activities requiring (annual, quarterly, monthly) inspections by the Fire Department in accordance with section F-102.2 of the 1984 BOCA Fire Prevention Code, adopted by reference in section 10-1-1 of this code. Such hazardous activities include, but are not limited to, activities which involve the use of hazardous and/or flammable materials and chemicals, the storage of combustible materials and the use of potentially hazardous or dangerous equipment and/or machinery. The annual inspection fee for the inspection of common areas and residential units in mixed use commercial/residential buildings shall be six dollars (\$6.00) for each dwelling unit contained therein. It shall be the duty of every owner, agent, lessee or occupant of any such building and of the person in charge or control of the same to permit the making of such biennial inspection by a duly authorized inspector at any time upon demand being duly made.

3. The Building and Property Maintenance Department shall make biennial inspections of all common areas and the interior of a minimum of one-third (1/3) of the dwelling units in multiple-family dwellings which contain four (4) or more dwelling units.

4. In condominiums, all common facilities and one-third (1/3) of the dwelling units which are occupied by someone other than the owner of the unit shall be inspected on a biennial basis.

B. No building containing four (4) or more dwelling units shall be sold unless the seller furnishes the buyer with a report of presale inspection no more than one hundred twenty (120) days prior to the closing and no later than the day of the closing on the sale of the property. Said report of presale inspection shall be based on an inspection of all dwelling units by the Department of Code Enforcement of the Village and shall be issued by same. The report shall state that the building complies with all applicable building and zoning regulations of the Village, or, in the alternative, list the building and zoning violations. The request for a presale inspection must be made at least two (2) weeks prior to the scheduled date of the closing. An inspection made pursuant to this section satisfies the annual inspection requirement of subsection 12-3-6A of this section. A sale for purposes of this section includes contract sales, exchanges, conversions to condominiums and transfers of possession or control of the building. A person participating in such a sale in violation of this section, either as a seller or by receipt of a sales commission in connection therewith, shall be deemed in violation and be subject to the penalties as provided in this code. Any contract executed in violation of this section shall be voidable by the buyer. Nothing herein shall relieve the buyer of complying with subsection 12-3-6A of this section.

C. Whenever, upon inspection of the licensed multiple-family dwelling or of the records required to be kept by section 12-3-7 of this article, it is determined by the appropriate officials of the Village that conditions or practices exist which are in violation of the provisions of this or any applicable ordinance of the Village, the official making the determination shall serve the owner or agent with a notice of violation. Such notice shall identify the specific violations and state that unless they are corrected within the time specified in the notice, the operating license may be

suspended. Notice pursuant to this section shall be sent by mail to the party designated in the application to receive notices and process.

D. At the end of the time allowed for correction of any violation cited, the building shall be reinspected by the appropriate Village officials. If it is determined that the conditions have not been corrected or they are not in the process of being corrected, the Village may issue an order suspending the operating license. Tenant caused violations will not be considered grounds for suspension of license as long as licensee cooperates in gaining compliance.

E. Any person whose license to operate a multiple-family dwelling has been suspended shall be given the opportunity to be heard by the Village in connection with the violations. However, if no written request for hearing reaches the Village Clerk within twenty one (21) days following the issuance of the order of suspension, the license shall be revoked. The Village, as a result of such hearing, may grant additional time or may revoke the license. Prior to revocation any person whose license has been suspended may request a reinspection upon a showing that the violation or violations cited in the notice have been corrected.

F. If, upon reinspection, it is determined by the appropriate Village officials that the violations cited in the notice have been corrected, the license shall be reinstated by the Village. A request for reinspection shall not exceed the twenty one (21) day suspension period unless the official responsible for sending the violation notice so requests.

G. If the licensee is convicted by a court of a violation of any applicable ordinance of the Village in connection with the licensed building, then the license shall be subject to revocation without further notice.

H. In the event a condition of extreme hazard to health or safety is found to exist, the Village may immediately revoke the license.

I. Each day a building continues to operate after a license has been revoked shall constitute a separate violation of this Code subject to fine, as provided in Section 1-1-5 of this Code.

J. Any licensee violating any of the provisions of this Chapter shall be subject to a fine as provided in Section 1-1-5 of this Code.

12-3-7: Records. Every owner or agent of a licensed multiple family dwelling shall cause to be kept records itemizing all repairs, alterations or decorating expenses in excess of fifty dollars (\$50.00) per expenditure for a period of five (5) years after such expenditure. Upon request, such records shall be made available during normal business hours upon request of the Village Manager or his authorized representatives.

12-3-8: Tenant Responsibility. No tenant shall commit vandalism in the building in which the tenant's dwelling unit is located and no tenant shall permit vandalism to occur or shall violate any of the provisions of the Village Municipal Code in the dwelling unit leased by the tenant.

12-3-9: Inspection Fees. When a licensed multiple family dwelling is inspected prior to sale as required by this Code, the owner of the building so inspected shall be

charged a fee equal to the annual license fee plus one dollar (\$1.00) additional for each dwelling unit contained in the building.

12-3-10: Violation Correction by Village. In the event a violation which presents a condition of extreme hazard to health and safety is found to exist and it is not corrected within the time specified by the Village Manager's designated representative then the Village Manager's designated representative may cause the violation to be corrected. Any expense in connection therewith shall be collected from the licensee. In the event the licensee shall fail to pay for said repairs within thirty (30) days after the expense is incurred, the Village shall place a lien on the premises for the cost of repairs. No such lien shall be effective until a notice thereof has been recorded with the County Recorder of Deeds. The Village may foreclose this lien in the same manner and with the same effect as in the foreclosure of mortgages on real estate.

12-3-11: Mandatory Provision in Lease Agreements within the Village. All leases and applications for leases of dwelling units shall contain the information set forth in subsection A below, and all leases and applications for leases of dwelling units which are newly executed and/or renewed on or after October 1, 1991 shall contain the information set forth in subsections B through E below:

A. Night parking is prohibited on all Village streets from two thirty o'clock (2:30) A.M. to six o'clock (6:00) A.M. and the lessee is responsible for providing off-street parking for the lessee's vehicle during those hours to the extent such parking is not provided by the lessor.

B. The specific unit number of the dwelling unit to be leased.

C. The maximum occupancy of the dwelling unit to be leased as established by the owner and/or operator of the dwelling unit. The owner and/or operator shall not, however, set forth a maximum occupancy in any such lease or lease application which exceeds the maximum occupancy for the dwelling unit established by Section 12-1-6 of the Village Code and set forth in the annual building inspection report provided to every multiple-family dwelling building owner or operator by the Code Enforcement Department of the Village on an annual basis.

D. The full names and birth dates of all occupants of the dwelling unit leased or to be leased under the lease agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing lease agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy set forth in Section 12-1-6 of this Code.

E. The name and phone number of an agent of the building owner or management who, in emergency situations, will be accessible to tenants on a twenty four (24) hour per day basis and capable of reasonably and effectively responding to tenant needs in such situations.

It shall be the responsibility of the lessor to set forth the information required herein in the lease agreement. Any lease not containing the information required herein shall be voidable by the lessee.

12-5-1: Withholding Security Deposit; Statement of Damages; Liability of Lessor. A lessor of residential real property containing four (4) or more units, who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the leased property may not withhold any part of that deposit as compensation for property damage unless he has, within thirty (30) days of the date that the lessee vacated the premises, furnished to the lessee, delivered in person or by mail directed to his last known address, an itemized statement of the damage allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If estimated cost is given, the lessor shall furnish the lessee with paid receipts, or copies thereof, within thirty (30) days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section.

If no such statement and receipts, or copies thereof, are furnished to the lessee as required by this Section, the lessor shall return the security deposit in full within forty five (45) days of the date that the lessee vacated the premises.

Upon a finding by a Circuit Court that a lessor has refused to supply the itemized statement required by this Section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits provided, the lessor shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees.

12-5-2: Transferee Liability. In the event of a sale, lease, transfer or other direct or indirect disposition of residential real property, other than to the holder of a lien interest in such property, by a lessor who has received a security deposit or prepaid rent from a lessee, the transferee of such property shall be liable to that lessee for any security deposit, including statutory interest, or prepaid rent which the lessee has paid to the transferor. The transferor shall remain jointly and severally liable with the transferee to the lessee for such security deposit or prepaid rent.

12-5-3: Interest to be Paid by Lessor on Security Deposits; Rate. A lessor of residential real property, containing four (4) or more units, who receives a security deposit from a lessee to secure the payment of rent or compensation for damage to property shall pay interest to the lessee within thirty (30) days of termination of the lease agreement. Such interest shall be computed from the date of the deposit through the date of payment of the interest at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in this State, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement, on any deposit held by the lessor for more than six (6) months. Such interest rate shall be set forth in the rental agreement.

12-5-4: Time for Payment. The lessor shall, within thirty (30) days after the end of each twelve (12) month rental period, pay to the lessee any interest, by cash or credit to be applied to rent due, except when the lessee is in default under the terms of the lease.

12-5-5: Application of Article. This Article does not apply to any deposit made with respect to public housing.

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