

CHICAGO APARTMENT LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT *
	BEGINNING	ENDING		

LESSEE:

NAME

APT. NO.:

ADDRESS OF PREMISES:

CITY: Chicago, IL

LESSOR:

NAME:

ADDRESS:

CITY:

TELEPHONE: 773-728-9900

NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this lease.

PERSON AUTHORIZED TO ACT ON BEHALF OF OWNER FOR PURPOSE OF SERVICE OF PROCESS AND RECEIPTING OF NOTICES:

NAME: Winnemac Properties

ADDRESS: 4818 N. Damen Avenue

CITY: Chicago, IL 60625

TELEPHONE: 773-728-9900

ADDITIONAL COVENANTS AND AGREEMENTS (if any).

- No pets allowed.
- **UTILITIES INFO GOES HERE**
- Tenant responsible for maintaining batteries in smoke and CO detectors.
- Tenant agrees to obtain renter's insurance.
- No security deposit.

Premises will not be occupied by more than _____ persons.

TENANT:

LANDLORD:

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

Lead Paint Disclosure (for housing built prior to 1978) Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (INITIAL)

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

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

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

- (i) _____ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____
- (ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead In Your Home.

Agent's Acknowledgement (initial)

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

Certification of Accuracy

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

Lessee (Tenant)	Date	Lessor (Landlord)	Date
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Lessee (Tenant)	Date	Lessee (Tenant)	Date
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LEASE COVENANTS AND AGREEMENTS:

1. RENT: Lessee shall pay to Lessor or Lessor's authorized agent, at the address set forth above, or as hereafter changed by written notice to lessee, as rent for the Premises, the sum stated above. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this Lease.

2. LATE CHARGES: Rent received by Lessor later than the 5th day of the month on which such payment is due shall bear a late charge of \$ 10.00 plus 5 % of any rent due in excess of \$ 500.00. If Lessee mails rent to Lessor, the late charge will apply if the rent is received later than the 5th day of the month, regardless of the date Lessee mailed such rent payment. If a payment of rent is made by personal check which is later dishonored by the Lessee's bank, the tenant shall be assessed any bank charges incurred by Lessor as a result of such dishonored check, in addition to the rent and late charge due on the payment of rent.

3. SECURITY DEPOSIT: Lessee has deposited with Lessor, the sum set forth above as a security deposit to be held by the Lessor in accordance with State or local law or ordinance to secure the faithful performance by the Lessee of all of the provisions contained in this lease. If Lessee performs all of the obligations as provided in this lease and pays all sums due Lessor, then Lessor, after the Lessee has surrendered possession of the premises and delivered the keys thereto to Lessor, shall refund said deposit to Lessee, including interest as provided by law. If Lessee has failed to perform or comply with any of the provisions of the lease, then Lessor may apply all or any part of the security deposit in payment of any sums due from Lessee to Lessor, or to pay for repair of any damages caused by Lessee, Lessee's co-occupants or guests. The security deposit shall not be treated as advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease unless Lessee obtains written permission from Lessor to do so.

4. POSSESSION: If Lessor cannot deliver possession of the premises at the commencement of the lease term, the rent shall be abated until the premises are available for occupancy by Lessee, or at Lessee's option, the Lessee may terminate this lease upon written notice to Lessor. Lessor shall not be liable to Lessee for any consequential damages to Lessee arising as a result of Lessor's inability to give Lessee possession of the premises at the commencement of the lease term.

5. CONDITION OF PREMISES: Lessee has examined the premises prior to accepting the same and prior to the execution of this lease, and is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors. Lessee's acceptance of possession shall constitute conclusive evidence of Lessee's receipt of the premises in good order and repair as of the commencement of the lease term. Lessor or his agent has made no promises as to condition or repair to Lessee, unless they are expressed in this lease or a rider hereto signed by Lessee and Lessor or his agent, and no promises to decorate, alter or repair the premises have been made by Lessor or his agent, unless expressed herein.

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

7. LESSEE TO MAINTAIN: Lessee shall keep the premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy, at Lessee's own expense, and upon the termination of this lease, for any reason, Lessee shall return the premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage has occurred or repairs are required due to Lessee's conduct or neglect. Lessee shall replace all broken glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon Lessee vacating the premises, if the premises are not clean and in good repair, Lessor or his agent may replace the premises in the same condition of repair and cleanliness as existed at the commencement of the lease term. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the premises.

8. USE OF PREMISES:The premises shall be occupied for residential purposes only, and only by the persons disclosed in this lease and on the Application for Lease submitted by Lessee in connection with the renting of the premises. Lessee shall not engage in any activity, which will increase the rate of insurance on the property. Lessee shall not allow trash to accumulate in the common areas of the premises or allow objects to be thrown from

Initials

Date

windows. Lessee shall not hang objects out of windows or place objects on windowsills or ledges, which may fall and injure persons below. Lessee shall not keep any pet in the premises without written permission being first obtained from Lessor. Lessee shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall Lessee allow porches or decks to be overloaded or occupied by more people than would be reasonably safe based on the condition of such porch or deck.

9. ASSIGNMENT: Lessee shall not assign this lease, or sublet the Premises, voluntarily or by operation of law, excepting that in the event of Lessee's death, Lessee's family may continue to occupy said Premises, until the expiration or termination of the lease, by breach or by its terms.

10. APPLICATION: Lessee's application and all representations contained therein are hereby incorporated as part of this Lease. Lessee warrants that the information listed in the application is true and accurate. If any information provided by Lessee is false, Lessor may terminate the Lease.

11. APPLIANCES: Lessee shall not install any air conditioning, heating or cooling equipment or dishwashers or clothes washers or dryers or other appliances in any portion of the building or premises occupied by Lessee without first obtaining Lessor's written permission to do so. All such appliances installed by Lessee shall be maintained in good working order by Lessee and removed by Lessee at the expiration of the term of the lease. Any damage caused by appliances installed by Lessee shall be the responsibility of Lessee and Lessee shall reimburse Lessor for the cost of repair of any damage caused by such appliances.

12. HEAT AND HOT WATER: Lessor agrees to provide Lessee with heat and hot water in sufficient quantities as may be required by law or ordinance during the term of the lease. If the Premises contains separate heating and/or hot water fixtures, then Lessor's sole obligation shall be to provide Lessee such fixtures in good operating condition at the commencement of the lease, and Lessee shall be responsible for the utility costs for the operation thereof.

13. STORAGE: Lessor shall not be liable for any loss or damage of or to any property placed in any designated storage areas in the Building. Storage is not permitted in any of the common areas of the Building, porches, stairways, or hallways. As such, Lessor shall not be liable for any loss or damage to property placed in common areas.

14. DISTURBANCE: Lessee agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other tenants or neighbors in surrounding buildings, and shall maintain the volume of such equipment at reasonable levels. In addition, Lessee agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the premises.

15. ACCESS TO PREMISES: Lessee shall permit the Lessor access to the premises at all reasonable times, subject to the notice requirements of applicable law or ordinance, to inspect the premises and/or to make any necessary repairs, maintenance or improvements or supply necessary or agreed upon services, or to determine Lessor's compliance with the provisions of this Lease. In the event of an emergency or where repairs in the building require access to Lessee's premises, Lessor may enter without prior notice to Lessee, without the same being considered a forcible entry by Lessor. Lessee's failure to provide such access shall be a breach of this lease, and Lessor shall be entitled to terminate this lease in the event such access is denied by Lessee.

16. SUBLET OR ASSIGNMENT: Lessee shall not sublet the premises or any part thereof, nor assign this lease, without obtaining Lessor's prior written permission to sublet or assign. Lessor shall not unreasonably withhold permission and will accept a reasonable sublease as provided by ordinance.

17. LEASE TERMINATION: Lessee shall give Lessor 60 days' notice prior to lease end if they intend to vacate the premises. If no renewal has been signed or notice given by Lessee to Lessor 60 days prior to lease end, Lessor reserves the right to begin marketing the premises and notice is hereby given to Lessee that Lessor shall show the apartment to prospective tenants at any time during this 60 day period between the hours of 8:00am and 8:00pm without further advance notice. Showings at other times shall conform with Section 12. Access to Premises above or with Municipal Code Section 5-12-050.

18. HOLDING OVER: If the Lessee remains in possession of the premises or any part thereof after the termination of the lease by lapse of time or otherwise, then the Lessor may, at Lessor's option, consider such holding over as constituting a month-to-month tenancy, upon the terms of this lease except at double the monthly rental specified above. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from Lessee's retaining possession of the premises. In the event Lessor accepts a payment of rent for a period after the expiration of this lease in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.

19. SURRENDER OF POSSESSION OF PREMISES: The Lessee shall surrender possession, and keys, of said Premises, promptly upon termination of this lease, whether by reason of breach or expiration, with the Premises being in substantially the same condition as when the Lessee assumed possession thereof, ordinary wear and tear excepted. Lessee agrees to surrender possession no later than 12:00pm on the last day of the lease.

20. FORCIBLE DETAINER: If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or his agents, at Lessor's option, may terminate this Lease and, if abandoned or vacated, may re-enter the premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

21. LIABILITY FOR RENT: Lessee shall continue paying rent and all other charges for the Premises to the end of the term of this lease, whether or not the Premises becomes vacant by reason of abandonment, breach of the lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Landlord shall make a good faith effort to re-let the Premises (but not in priority to other vacancies) and if the Premises is re-let, Lessee shall be responsible for the balance of the rent, costs, advertising costs and attorney's fees) in connection therewith.

22. COVENANTS BINDING ON HEIRS: All covenants and conditions contained herein shall be binding upon and inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, assigns and successors.

23. BINDING EFFECT: If Lessee shall violate any covenant or provision of this lease, Lessor shall have the right to terminate this lease or Lessee's right to possession pursuant to the lease upon appropriate legal notice to Lessee. If Lessee assigns this lease, whether with or without Lessor's permission as required herein, the covenants and conditions contained in the Lease shall nonetheless be binding on the assignee as if assignee had signed the lease. Nothing contained in this paragraph 17 shall preclude Lessor from commencing legal proceedings against any assignee of this lease who obtained possession from the party named as Lessee in this Lease without Lessor's written permission as required in paragraph 13 above.

24. ATTORNEY'S FEES: If Lessor commences legal proceedings to enforce the covenants of this lease due to Lessee's breach thereof, Lessee shall pay Lessor's reasonable attorney's fees incurred to enforce Lessee's compliance with the terms of this Lease.

25. CONTINUOUS OCCUPANCY: Lessee shall maintain continuous occupancy of the premises for the lease term, and not allow the same to remain vacant for any period in excess of ten days without notifying the Lessor of such vacancy. Lessee agrees not to abandon said premises or allow it to remain vacant or unoccupied for a period of time which could be construed as abandonment under state or local law or ordinance. Lessee shall not allow persons other than those authorized by the Lease to occupy the premises as guests for periods exceeding seven consecutive days during the term of the Lease for any reason.

26. REMEDIES CUMULATIVE: Lessor's remedies contained in this Lease are cumulative and are in addition to, and not in lieu of, any other remedies granted to Lessor pursuant to this Lease or applicable State or Local Law or Ordinance.

27. FIRE OR CASUALTY: If the Premises, Building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, Lessor and Lessee shall have all of the rights provided by state or local law or ordinance. For purposes of this paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

28. SMOKE AND CARBON MONOXIDE DETECTORS: Lessee acknowledges that at the time of obtaining possession of the Premises, all smoke detectors and carbon monoxide detectors required to be installed in the Premises have been installed and are in good working order. Lessee agrees to repair and maintain the smoke detector and carbon monoxide detector device(s) including replacement of the battery when necessary.

29. SECURITY GATES OR BARS: The installation by Lessee of any metal gate or bars on doors or windows is dangerous and strictly prohibited. Lessee shall immediately remove same upon notice by Lessor to Lessee to do so and Lessor shall have the right to immediately remove any such installation at Lessee's expense if Lessee shall fail to do so upon notice. Lessee hereby grants Lessor access to the leased premises at all reasonable times for the purpose of removing such gates or bars. The cost of repairing any damage to the leased premises caused by the installation and/or removal or such gates or bars shall be paid by Lessee upon demand by Lessor therefore, in addition to all costs of enforcement of this paragraph 22, including reasonable attorney's fees incurred by Lessor in enforcing this provision. In addition to the foregoing, the installation of such gates or bars shall constitute a breach of this lease, entitling Lessor, at Lessor's sole option, to terminate Lessee's right to possession of the premises pursuant to this lease and commence proceedings to dispossess Lessee from the premises.

30. NO ALTERATIONS, SIGNS OR ADVERTISEMENTS: Lessee shall not make any alterations or additions to the Premises or Building, interior or exterior, without the written consent of the Lessor. The Lessee shall not permit the display of any sign or advertisement in or about the Premises without the written consent of the Lessor.

31. MECHANIC'S OR OTHER LIENS: Lessee shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contradicted by, the Lessee, whether or not same were rightfully performed or ordered by the Lessee. The placement of any such lien shall constitute a breach of this lease and upon ten days' notice to cure said lien or lien claim, Lessor may terminate Lessee's tenancy or right to possession. In addition, Lessor shall have the right to satisfy and remove said lien without regard to the merits thereof and Lessee shall be responsible for the damages incurred in removing the lien, along with other damages, costs and attorney's fees incurred by Lessor in connection therewith.

32. RULES AND REGULATIONS: Lessee agrees to obey the Rules and Regulations contained in this Lease, and any attachments and inclusions hereto as well as any further reasonable Rules and Regulations established by the Lessor during the pendency of this lease. The Rules and Regulations are hereby incorporated into and made a part of this lease. Failure to observe the Rules and Regulations shall be deemed to be a material breach of this lease, and in event of such breach, Lessor shall be entitled to terminate Lessee's right to possession under the Lease upon ten days' notice, and shall further be entitled to such rights and remedies as provided by applicable state or local law or ordinance.

33. SUBORDINATION OF LEASE: This lease is subordinate to all mortgages which may now or hereafter affect the real property of which the Premises form a part. The recordation of this lease, or any memorandum thereof by Lessee shall constitute a material breach of this lease.

34. SEVERABILITY: If any clause, phrase, provision or portion of this lease, or the application thereof to any person or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease or any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the lease shall be interpreted in accordance with said ordinance.

RULES AND REGULATIONS

1. No dogs, cats, or other animals shall be kept in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.
2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent. If such consent is granted, Lessee shall immediately provide a copy of all keys to these devices to the Lessor.
3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.
4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas. Lessee may not store any items in the hallways or common areas of the building.
5. Operation of electrical appliances or other devices which interfere with radio or television reception is not permitted.
6. Deliveries and moving of furniture must be conducted through the rear entrance of the building at times permitted by Lessor.
7. Lessee may not barbeque or operate cooking equipment on porches or balconies.
8. Lessee shall not dispose of rubbish, rags or other items which might clog toilets or sink drains into toilets or sink drains.

9. Lessee shall not place any signs or advertisements on the windows or within the apartment or otherwise upon the Building, if such signs are visible from the street.

10. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.

11. Lessee shall not install a waterbed or any other unusually heavy item of furniture without prior written permission from Lessor.

12. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.

13. Lessor may bar individuals from the building and/or Lessee's premises. All guests and invitees of Lessee shall observe all rules and regulations of the building. If these provisions are violated by guests, they may be barred and/or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Lessor. Violations of this rule are grounds for termination of your tenancy.

14. Lessee shall not solicit or conduct any door to door activities or sales on the premises.

ASSIGNMENT BY LESSOR

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby transfers, assigns and sets over to _____ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____ 20____.

Dated _____, 20____.

_____(SEAL)

_____(SEAL)

GUARANTEE

In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Dated _____ 20____.

_____(SEAL)

_____(SEAL)

CITY OF CHICAGO
RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY

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

IMPORTANT: If you seek to exercise rights under the ordinance, obtain a copy of the entire ordinance to determine appropriate remedies and procedures. Consulting an attorney would also be advisable. For a copy of the ordinance, visit the City Clerk's Office, Room 107, City Hall, 121 N. LaSalle, Chicago, Illinois.

IMPORTANT NOTICE

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

WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? [Mun. Code ch. 5-12-010 & 5-12-020]

- Rental units with written or oral leases (Including all subsidized units such as CHA, IHDA, Section 8 Housing Choice Vouchers, etc.)

EXCEPT

- Units in owner occupied buildings with 6 or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days.
- School dormitory rooms, shelters, employee's quarters, non-residential rental properties.
- Owner occupied co-ops and condominiums.

WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? [Mun. Code ch. 5-12-040]

The tenant, the tenant's family and invited guests must comply with all obligations imposed specifically upon tenants by the Municipal Code, including:

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

LANDLORD'S RIGHT OF ACCESS [Mun. Code ch. 5-12-050]

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

SECURITY DEPOSITS AND PREPAID RENT [Mun. Code Ch. 5-12-080 and 5-12-081]

- A landlord must give a tenant a receipt for a security deposit including the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- However, if the security deposit is paid by means of an electronic funds transfer, the landlord has the option to give an electronic receipt. The electronic receipt must describe the dwelling unit, state the amount and date of the deposit, and have an electronic or digital signature. (eff. 10-8-10)
- However, the landlord may accept the payment of the first month's rent and the security deposit in one check and one electronic funds transfer and deposit such rent and security deposit into one account, if the landlord within 5 days of such acceptance transfers the security deposit into a separate account. (eff. 10-8-10)
- A landlord must hold all security deposits in a federally insured interest-bearing account in a financial institution located in Illinois. Security deposits and interest thereon shall not be commingled with the assets of the landlord.
- A written rental agreement must specify the financial institution where the security deposit will be deposited. If there is no written rental agreement, the landlord must in writing provide such information to the tenant within 14 days of the receipt of the security deposit. If the security deposit is transferred to another financial institution, the landlord must notify the tenant within 14 days of the transfer the name and address of the new financial institution. (eff. 10-8-10)
- A landlord must pay interest each year for security deposits and prepaid rent held more than 6 months. (eff. 1-1-92)
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before expenses for damage can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within 7 days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)

- In the event of a sale or any other disposition of residential real property by a landlord, the successor landlord is liable to the tenant for any security deposit or prepaid rent paid to the original landlord. The successor landlord must notify the tenant, in writing, within 14 days from the disposition that the deposit or prepaid rent was transferred to the successor landlord. The original landlord remains liable for the deposit or prepaid rent until the original landlord transfers the deposit or prepaid rent to the successor landlord and provides proper notice of such transfer to the tenant. (Mun. Code Ch. 5-12-080 (e) eff. 5-18-10)
- Subject to correcting a deficient amount of interest paid to a tenant on a security deposit if a landlord fails to comply with specified security deposit requirements the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest. (eff. 10-8-10)

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

- To give tenant written notice of the owner’s or manager’s name, address and telephone number. [Mun. Code ch.5-12-090]
- Within seven (7) days of being served a foreclosure complaint an owner or landlord that is the subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed. The owner or landlord shall also notify of a foreclosure suit, in writing, before a tenant signs a lease.
- To give new or renewing tenants notice of:
 1. Code citations issued by the City in the previous 12 months;
 2. Pending Housing Court or administrative hearing actions;
 3. Water, electrical or gas service shut-offs to the building during the entire occupancy. [Mun. Code ch.5-12- 100]
- To maintain the property in compliance with all applicable provisions of the Municipal Code. [Mun. Code ch.5-12-070]
- To not require a tenant to renew an agreement more than 90 days before the existing rental agreement terminates. (eff. 1-1-92) [Mun. Code ch. 5-12-130 (i)]
- To provide tenants with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1/1/92) [Mun. Code ch. 5-12-130(j)]
- To not enforce prohibited lease provisions. [Mun. Code ch. 5-12-140]

TENANT REMEDIES [Mun. Code ch. 5-12-110]

Minor Defects

- If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant’s family or guests are not responsible for the failure, the tenant may:
 1. Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the fifteenth day until repairs are made; OR
 2. Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may have the repairs made and deduct up to \$500 or ½ of the month’s rent, whichever is more, but not to exceed one month’s rent. Repairs must be done in compliance with Code. Receipt for repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; and also
 3. File suit against the landlord for injunctive relief.

Major Defects

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

FAILURE TO PROVIDE ESSENTIAL SERVICES (heat, running or hot water, electricity, gas or plumbing) [Mun. Code ch. 5-12-110(F)]

- If, contrary to the lease, an essential service is not provided, or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, and the tenant or tenant’s family or guests are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:
 1. Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent; OR
 2. File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
 3. Procure substitute housing and be excused from paying rent for that period. The tenant also may recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof; OR
 4. Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period; OR (eff. 1-1-92)
 5. Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession and move out within 30 days or the notice of termination is considered withdrawn. (eff. 1-1-92)

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

FIRE OR CASUALTY DAMAGE [Mun. Code ch. 5-12-110(g)]

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

SUBLEASES [Mun. Code ch. 5-12-120]

- The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.
- If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.
- If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord's cost of advertising.

WHAT HAPPENS IF A TENANT PAYS RENT LATE? [Mun. Code ch. 5-12-140 (h)]

- If the tenant fails to pay rent on time, the landlord may charge a \$10.00 per month late fee on rents under \$500.00 and a 5% per month late fee on that part of the rent exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700.00 monthly rent the late fee is \$10.00 plus 5% of \$200.00 or \$20.00). (eff.1/1/92)

WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? [Mun. Code ch. 5-12-140 (g) & 5-12-130 (g)]

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

LANDLORD REMEDIES [Mun. Code ch. 5-12-130]

- If the tenant fails to pay rent the landlord, after giving 5 days written notice to the tenant, may terminate the rental agreement.
- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.
- If the tenant fails to comply with the Code or the rental agreement, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of an emergency, or within 14 days. If the breach is not corrected in the time period specified, the landlord may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for all costs of repairs.

LOCKOUTS [Mun. Code ch. 5-12-160]

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

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

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD [Mun. Code ch. 5-12-150]

- A tenant has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord. A landlord is prohibited from retaliating by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement.

ATTORNEY'S FEES [Mun. Code ch. 5-12-180]

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

WHERE CAN I GET A COPY OF THE ORDINANCE?

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

Approved by the City of Chicago, July 2010



Illinois Association of REALTORS



DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Rentals)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Lessor's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
(b) Lessor has provided the Lessee with all available records and reports pertaining to elevated radon concentrations within the dwelling.
(c) Lessor has no knowledge of elevated radon concentrations in the dwelling.
(d) Lessor has no records or reports pertaining to elevated radon concentrations within the dwelling.

Lessee's Acknowledgment (initial each of the following which applies)

- (e) Lessee has received copies of all information listed above.
(f) Lessee has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial if applicable)

- (g) Agent has informed the Lessor of the Lessor's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Lessor _____ Date _____
Lessor _____ Date _____
Lessee _____ Date _____
Lessee _____ Date _____
Agent _____ Date _____
Agent _____ Date _____
Property Address _____ City, State, Zip Code _____



Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency (IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

Recommendations for Real Estate Transactions

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Test Options for Real Estate Transactions

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

What to Look for in Short-Term Real Estate Testing Options		
Option	Detector Location	What to do Next
Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 pCi/L or more.
Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.	Continuous monitor placed in each of the lowest structural area suitable for occupancy.	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

If your tests don't agree, contact the IEMA-Division of Nuclear Safety

If your simultaneous or sequential tests are not in agreement (or if you're not sure whether or not they agree), contact the IEMA-Division of Nuclear Safety Radon Program or your licensed radon measurement professional.



When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.



Interference with successful completion of a radon measurement is illegal in Illinois .

Rev. 12 9/2007 (IEMA 018)

IEMA-Division of Nuclear Safety Recommendations for Real Estate Radon Measurements

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Contact the IEMA-Division of Nuclear Safety Radon Program if you are uncertain about anything regarding radon testing. www.radon.illinois.gov

Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act requires that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

When Testing

Be aware that any test lasting less than a week requires closed-house conditions. Closed-house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- Before Testing: Begin closed-house conditions at least 12 hours before the start of the short-term test.
- During Testing: Maintain closed-house conditions during the entire duration of the short term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.

Note that professional measurement licensees are required to post Radon Measurement in Progress Notifications at every building entry.

Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- a family room, living room, den, playroom, bedroom, workshop, or exercise room;
- in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.

For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

DO NOT MEASURE:

- in the kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
- in crawl spaces, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.

The detector should be placed:

- in an area where it will not be disturbed;
- at least three feet from doors and windows to the outside;
- at least one foot from exterior walls;
- 20 inches to 6 feet from the floor;
- at least four inches away from other objects horizontally and directly above the detector;
- away from drafts; and
- four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site www.radon.illinois.gov or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

The IEMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety Radon Program at: 1(800) 325-1245



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