

Tenants Rights Training Metropolitan Tenants Organization



Goals:

- | Overview of Chicago's RLTO
- | Learn basics on advising tenants about their rights
- | Provide you with referrals to give to tenants
- | Tenant Perspective

What is the RLTO?



- | **Comprehensive ordinance governing the rights and responsibilities of tenants and landlords**
- | **Tenant Bill of Rights passed in 1986**
- | **Security Deposit Interest portion went into effect 1987**
- | **Security Deposit Interest changed in July 1, 1997**



Who is covered by the RLTO ?

All tenants (including sec. 8 & HUD) with the following exceptions:

- Ø Owner occupied buildings of 6 units or less
- Ø Hotels, motels, SROs, etc. Where tenants rent on less than a monthly basis if less than 32 days.
- Ø Hospitals, university dorms and other institutions
- Ø Condos and coops (unless rented)
- Ø Employees who work in exchange for rent (managers, janitors)



Repair Problems

Does the tenant have to pay rent?

Yes! No matter how bad the conditions, the tenant must always pay some rent.

****FAILURE TO PAY RENT WILL
RESULT IN AN EVICTION****

Repair Problems



- | Repairs for which landlord is responsible:
 - o Maintaining building up to the standards set forth in Chicago's building code.
 - o Normal wear and tear
 - o Repairs or upgrades promised in lease. (Must be written in the lease!)
- | Repairs tenant is responsible for:
 - o Correct any damage caused by tenant or guests.
- ✓ Cosmetic changes such as painting need to be negotiated between landlord and tenant



What if landlord fails to make repairs?

I Repair and Deduct

- a. Write letter and keep copy (send to landlord or manager).
- b. Wait 14 days after receipt by landlord.
- c. Hire professional repairperson or purchase components.
- d. Pay remainder of rent after deducting costs and give landlord copy of receipts and keep the original.
- e. Keep copy of all receipts.



Rent Withholding

- a. Write letter and keep copy (send to landlord or manager).
 - i. Send letter certified or hand deliver (with witness).
- b. Wait 14 days after receipt.
- c. Reduced rent should reflect reduced value of unit.
 - i. Tenant should always pay some rent and should not reduce more than 50%.
 - ii. Only an attorney should suggest the amount of reduction.

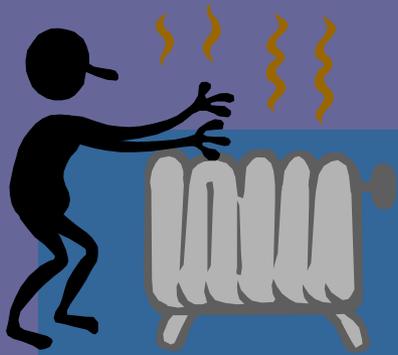
****Warn tenants to be conservative in deduction, if too much money is taken off the rent it could result in an eviction (Generally keep deduction less than 20% of rent). ****

More Options...

- | **Lawsuit to recover diminished value of unit**
- | **Encourage tenants to call MTO Hotline (773) 292-4988**
- | **Organize**

****Tenants not covered by TBR****

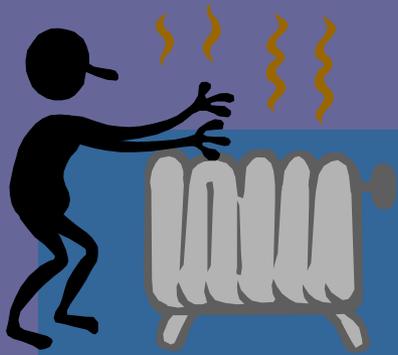
Encourage all tenants not covered by TBR to call the MTO Hotline.



Heat and Essential Services

A. Basics

1. Includes lack of heat, insufficient heat, any type of utility shutoff, major plumbing problems, or any immediate danger (no locks on doors).
2. Find out if the tenant is in danger.
 - a. Call Dept. of Human Services (800) 654-8595 (list of shelters and warming centers).
3. For insufficient heat, encourage tenants to start a heat diary.



Heat and Essential Services

B. Tenant Options

1. Tenants can purchase a space heater and deduct its cost from the rent.

Warn tenants about dangers of using stoves as a source of heat!

2. If landlord has not paid the bill, the tenant can pay the bill and deduct it from the rent.
3. The tenant can reduce the rent by writing the landlord a 24-hour letter to demand the situation be remedied. Remember, keep a copy of the letter!



Leases and Other Rental Agreements

Type 1: Oral Leases and/or Month-to-Month Agreements

1. Oral agreements are considered month-to-month.
2. Rental conditions can change if landlord gives:
 - a. 30-day written notice to increase rent
 - b. 30-day written notice to terminate tenancy



Leases and Other Rental Agreements

3. Landlord must:
 - a. Supply tenant with summary of Chicago Ordinance
 - b. Supply owner's address & phone number (P.O. Box is acceptable)
 - c. Supply tenant with lead disclosure form
 - d. Supply list of building code violations for past 12 months
4. Tenant must give 30-day notice to terminate tenancy

*** 30 day notice must coincide with rental period. (i.e. If tenant pays rent on the first of the month, notice must be given 30 days prior to 1st. The landlord cannot terminate the rental agreement in the middle of a rental period.)**



Leases and Other Rental Agreements

Type 2: Written Leases (typically 1 year in duration)

1. Both parties bound for period of lease
2. Landlords must:
 - a. Supply tenant with summary of Chicago Ordinance
 - b. Supply owner's address and phone number
 - c. Supply tenant with lead disclosure form
 - d. Supply list of building code violations for past 12 months
3. Unenforceable Clauses
 - a. Encourage tenants to call MTO Hotline (773) 292-4988

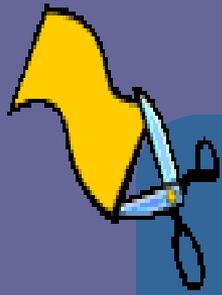


Can tenants terminate a lease if landlord does not make repairs?

YES, the tenant needs to follow a specific procedure.

Steps tenants can take to terminate lease because of building code violations:

- Step 1: Does lack of repair make unit not reasonably fit and habitable (major problems such as rats, ceiling falling in, lead paint etc.)
- Step 2: Write letter and keep copy
- Step 3: Wait 14 days after receipt



Can tenants terminate a lease if landlord does not make repairs?

- | Step 4: Follow up letter terminating lease
 - i. 30 days (if not out in 30 days, tenant must stay)
 - ii. Pay reduced rent if tenant receives 5-day notice
 - iii. The landlord must return all prepaid rent and security deposit

What about the Security Deposit?

- A. Tenant cannot use the deposit as last month's rent
- B. The landlord has 45 days to return the deposit
- C. If there are problems with the return of the deposit call MTO Hotline

**For tenants not covered by RLTO with lease issues:
Call MTO Hotline.**



What if the landlord sells the building?

The lease is still valid. The lease is considered a lien on the property and the new landlord must abide by the terms and conditions of the lease and is responsible for the return of the security deposit.



Tenant's Right to Privacy vs. Landlord's Right to Access

- A. Landlords have right to enter tenant's unit to:
 - 1. Make repairs
 - 2. Supply services
 - 3. Inspections
 - 4. Exhibit swelling to prospective buyer
 - 5. Exhibit to prospective renter (60 days)
 - 6. Determine compliance with lease
 - 7. Emergency
- B. Landlords must provide tenants with 2 days notice (except emergencies)
 - 1. Can be left on message machine or note left on floor
 - 2. Cannot be vague notice stating indefinite times



Tenant's Right to Privacy vs. Landlord's Right to Access

- C. Entry must be between the hours of 8 a.m. to 8 p.m. (unless otherwise noted)
- D. Tenants can ask to be present and refuse with good cause
- E. If landlord enters illegally (beware of sexual harassment)
 - 1. Call police if dangerous situation
- F. Landlords are allowed to have keys
 - 1. Tenants cannot change locks without permission



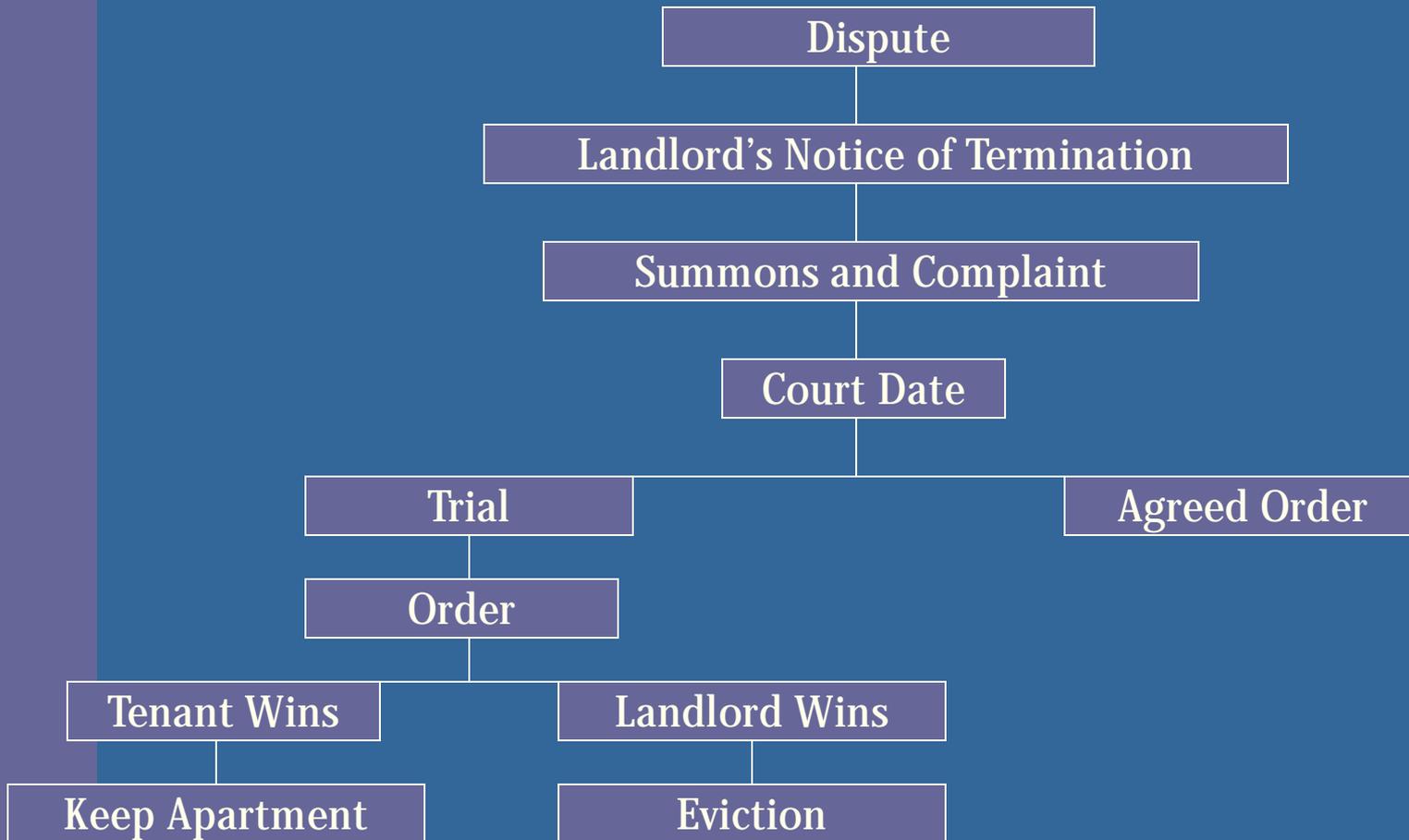
Evictions

****Only a judge can legally evict a tenant. A court hearing is required****

Reasons a landlord can evict a tenant:

1. Nonpayment
2. Noncompliance with lease provisions
3. No reason (end of term)

The Eviction Process





How long does it take to evict the tenant?

The process takes a minimum of 40 days once the eviction notice is served to the tenant.

****Refer all tenants to MTO Hotline if they have received an eviction notice. They will need legal assistance****



Lockouts

LOCKOUTS ARE ILLEGAL!

A. What is a lockout?

1. Change or plug locks (includes when tenant is partially moved and the landlord changes the lock)
2. Remove doors, windows
3. Utility shutoff
4. Removal of property



Lockouts

B. Steps to take if landlord locks out tenant

1. Call the police

- a. The police can arrest the owner for failing to end the lockout
- b. Inform officers of Special Police Order 93-12

If they are not being helpful, ask for the Watch Commander

****Only the Sheriff can remove a tenant from their unit****

Retaliation



****The landlord cannot evict a tenant for calling the building department****

Signs of retaliation:

1. Increase in rent (especially if focused on tenant)
2. Eviction – most likely 30-day no cause notice

If landlord retaliates:

1. Encourage tenants to call MTO Hotline
(773) 292-4988