

Metropolitan Tenants Organization
1180 N. Milwaukee Avenue
Chicago, IL 60622
Hotline: (773) 292-4988

LEASES



This pamphlet sets forth your rights under Chicago's RESIDENTIAL LANDLORD AND TENANT ORDINANCE, a set of local laws that provides you with many important protections. If you live in Chicago, the Ordinance governs your tenancy unless you reside in:

- An owner occupied building containing less than seven apartments;
- A hotel, motel, inn, rooming house, or boarding house (unless you have resided there for more than 31 days and pay rent on a monthly basis); or
- A hospital, convent, monastery, school dormitory, temporary overnight or transitional shelter, cooperative, or a building owned by your employer (assuming your right to live there is conditioned upon you being employed in or around the building).

Legal Assistance Foundation of Chicago and Metropolitan Tenants Organization - 2001

LEASES

This pamphlet describes the different types of leases, how and when you can terminate a lease and identifies different lease provisions that are prohibited by law.

Does every tenant have a lease agreement?

Yes. It may be a written lease or an oral (unwritten) lease.

What is the advantage of a written lease agreement?

It sets out the terms of your agreement with the landlord. Furthermore, it states how long your tenancy will last, and your landlord cannot terminate this tenancy early unless you violate one of the lease provisions.

If I do not have a written lease, when can my tenancy be terminated?

Either you or your landlord can terminate it with at least one month advance written notice (if you pay rent every month), or at least 7 days advance written notice (if you pay rent every week). Neither of you has to give reason for terminating the tenancy.

If I have a written lease, can my landlord raise my rent before the lease ends?

Only if the lease states that the landlord can do this. Otherwise, your rent must remain the same until the lease ends.

If I do not have a written lease, when can my landlord raise the rent?

Your landlord can raise the rent only after giving you advance written notice. If you pay rent on a monthly basis, you must receive at least one month written notice. If you pay rent on a weekly basis, you must receive at least 7 days written notice.

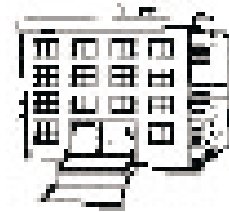
What if I have a written lease that has provisions that I don't like?

Don't sign it. Once you sign the lease you are bound by all its provisions unless these provisions are against the law. (Illegal provisions are listed below). If you don't like a provision, ask your landlord to cross it out. If he/she agrees to do this, both of you should put your initials next to the provision that has been crossed out.

What lease provisions are against the law?

Any provision stating that you agree to:

- Give up any of your rights under Chicago's Residential Landlord and Tenant Ordinance;



For Help or Information:

Legal Assistance Foundation.....(312) 341-1070
Legal help for low-income tenants

Lawyers Committee for Better Housing.....(312) 347-7600
Retaliation and eviction defense

Metropolitan Tenants Organization.....(773) 292-4988
Tenants' rights hotline

Department of Consumer Services.....(312) 744-9400
Security deposit complaints

Mayor's Office of Inquiry and Information.....(312) 744-5000
City building inspectors

Resources for Apartment Dispute Resolution.....(312) 922-6464
Mediation services

Department of Health & Human Services.....1-800-544-1604
Lead poisoning information

LIHEAP.....(312) 795-8800
Low Income Home Energy Assistance Program

Chicago Department of Aging.....(312) 744-4016

Chicago Legal Clinic.....(773) 731-1762
Eviction defense

CARPLES (Cook County).....(312) 738-9200
Legal advice

This pamphlet, published by the Legal Assistance Foundation of Chicago and the Metropolitan Tenants Organization as a public service, gives you only a general idea of your rights and responsibilities under the Residential Landlord and Tenant Ordinance and other relevant chapters of Chicago's Municipal Code. It is meant to inform, but not to advise. Before enforcing your rights, you may want to seek the advice of an attorney who can analyze the facts of your case and apply the law to these facts.

This pamphlet is part of a series devoted to the following ten topics:

- Apartment Conditions & Repairs
- Heat and Other Essential Services
- Building Security, Locks & the Law
- Lock-Outs & Retaliation
- Tenant Responsibilities
- Leases
- Evictions
- Moving Out
- Security Deposits
- Moving in

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- Limit your landlord's liability for breaking the law;
- Let your landlord win an eviction action against you without first serving you with a termination notice and a summons to appear in court;
- Give up your right to a jury trial if your landlord files an eviction action against you;
- Pay for your landlord's attorney's fees if he/she files an eviction against you;
- Pay a late fee in excess of the amount allowed by the Ordinance (see below); or
- Receive a discount that is equal to more than the monthly fee allowed by the Ordinance if you pay your rent before a certain day of the month.

How much can my landlord charge as a late fee?

If your monthly rent is \$500 or less your landlord can charge you no more than \$10 per month. If your monthly rent is more than \$500, your landlord can charge you an additional fee equal to 5% of the amount that exceeds \$500. Therefore if your rent is \$700, your landlord can charge you \$10 plus 5% of 200, for a total late fee of \$20.

Is my lease still in effect if it has an illegal provision?

Yes. Your lease is still in effect, but your landlord cannot enforce the illegal provision. If he/she tries to enforce an illegal provision, you can sue him/her.

Do I have to move if my landlord sells the property before my lease ends?

No. Your lease remains in effect and the new owner has to comply with the terms of this agreement.

If I have a written lease, what happens when it ends?

If you want to leave the apartment when your lease ends, you can just move. You do not have to give your landlord any advance notice.

What if my landlord wants me to move when my written lease ends?

At least 30 days before the lease ends your landlord must provide you with a written notice stating that your tenancy will not be renewed. If you do not receive this notice in a timely manner, you may stay in the unit for up to 60 days after the date on which you do receive the notice. (remember, however, that your obligation to pay rent continues during this 60 day period).

Can I break my lease before it ends?

Only if your landlord agrees to let you out of the lease or violates your rights under Chicago's Residential Landlord and Tenant Ordinance. If you want to break the lease because your landlord has violated your rights, contact an attorney.

What if my landlord doesn't let me break the lease, but I still move out before the lease ends?

Your landlord must make a good faith effort to re-rent the apartment. If she's unsuccessful, you remain responsible for the rent. If he/she rents it for less than what you were paying you remain responsible for the difference.

Can I sublet my apartment?

Yes, and your landlord cannot charge you any subletting fees. Furthermore, if your landlord does not let you sublet to a suitable person, you don't have to pay the rent for that period that begins when the subtenant was willing to move in.

What if my subtenant does not pay the rent?

You remain responsible for it.