

PAUL BERNSTEIN, ESQ., ON CHICAGO TENANTS' RIGHTS

Chapter 1: INTRODUCTION TO THE "RLTO"

Chicago is blessed with a Municipal Ordinance (an ordinance is a law), that has many purposes, including an effort to set forth the rights and obligations of landlords and tenants in the City of Chicago, and to provide tenant-initiated inducements to landlords in an effort to make certain that the quality of rental housing in Chicago is in compliance with the Cities building codes and to make certain that tenants are treated fairly by landlords.

The point of view of this book on tenants' rights in Chicago is from that of a practicing lawyer in Chicago who represents tenants, and only tenants, in the eviction courts and in other Chicago-based courts regarding tenants' security deposits. Much of the discussion in this book is clearly related to the law, what it means and how it has been interpreted by the trial and higher courts in Illinois. Much of the discussion is practical in nature, and relates to what tenants can and cannot do on their own (at least from this author's point-of-view) and the type of assistance that tenants need when they venture into the eviction courts on their own.

The RLTO

Tenants of residential apartments in Chicago have very important rights, but most tenants don't know about them.

In 1986, the City of Chicago passed the "Residential Landlord and Tenant Ordinance", (hereafter called the "**RLTO**"). Known as Municipal Code Title 5, Chapter 12, the Ordinance has been called the "Tenant's Bill of Rights". From what I have seen, the City of Chicago has provided tenants with more of the types of rights and options that tenants need, in order to protect tenants and to assure that the goals and purposes of such legislation are carried out.

Purposes of the RLTO

Section 5-12-010 of the RLTO, the very first section of the RLTO, spells out the "Title, Purpose and Scope" of the Ordinance and in part says: "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 its citizens**, to establish the 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.**" (emphasis added.)

The Ordinance was adopted in 1986, in part, to provide mechanisms whereby tenants' rights would be protected and so that tenants could take steps to attempt to cause their landlord to put their buildings in compliance with the City of Chicago building Code and the RLTO itself. In addition, the RLTO provides how landlords covered by the law are to handle security deposits, the interest to be paid to tenants on such deposits, and the time and methods of returning such deposits. The penalties that are allowable in a law suit

against a landlord that fails to comply with these requirements are quite severe as you will see.

Almost all Chicago apartments covered

In general, the RLTO applies to all Chicago residential apartment leases, except an apartment in an owner-occupied building containing six units or less. Thus, even a two-flat (up to a six-flat rental apartment building) is covered by the ordinance **as long as the owner does not live** in one of the two apartments. Similarly, a single family residence and condominium units are also covered by the RLTO. (Section 5-12-020 of the RLTO.)

What's covered?

The definitions section of the RLTO make it clear that a "**dwelling unit**", as referred to in the law means:

"a structure or part of a structure that is used as a home, residence or sleeping place by one or more persons who maintain a household, together with the common areas, land and appurtenant buildings thereto, and all housing services, privileges, furnishing and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities."

The word "**Premises**" means:

"the dwelling unit and the structure of which it is a part, and facilities and appurtenance therein, and grounds, areas and facilities held out for the use of tenants."

Please see Section 5-12-030 of the RLTO for these and other definitions.

As you will see in future chapters, these definitions are very important as it is not only the interior of your apartment that must be kept in compliance with the law by the landlord, but also the building of which it is a part. Thus, if fire extinguishes or smoke detectors are required by the City of Chicago building code, but missing from the common areas of the building in which an apartment is located, each tenant in the building has a legitimate right to make a complaint to the landlord. If your intercom is not working or the roof of the building leaks, the RLTO provides a haven for relief.

Landlord's Responsibility to Maintain

Section 5-12-070 of the law makes it very clear that:

"The landlord shall maintain the premises in compliance with all applicable provisions of the municipal code and shall promptly make any and all repairs necessary to fulfill this obligation."

If the landlord fails to maintain the premises as required by this section of the law and if the tenant follows the **very strict rules** provided for in the law, then the tenant has a broad range of remedies, including: reducing the amount of rent they will pay the landlord until the repairs are made; fixing the items themselves and deducting those sums from future rentals, or; under some circumstances, even terminating the lease. However, each remedy given to a tenant by the law requires **very strict compliance** with the steps that need to be taken to allow the tenant to exercise such rights.

It is imperative that all tenants living in residential apartment units in the City of Chicago **do not** attempt to use any of these remedies unless and until they have read the law, completely understand it and have taken the proper steps to invoke the applicable provisions of the law. In most cases, I highly recommend that tenants secure the services of a lawyer who is familiar with this area of law, to assist tenants with their particular circumstances.

The following chapters

In subsequent chapters, I discuss the remedies tenants have if the landlord fails to make the repairs required under the above mentioned Section 5-12-070 and security deposits and the penalties landlords face if they do not keep the tenants' monies in separate accounts, or if they fail to pay interest on the security deposits each and every twelve-month-period, or if the landlord fails to properly account for and return the deposit within the time limits and with the documentation provided for under the ordinance.

Along the way I will provide practical tips and also discuss a number of cases that the higher courts of Illinois have decided, interpreting the RLTO. As the book grows in size, I will add in an Appendix A, a copy of the RLTO and "forms" that tenants may use for different purposes that tenants will find useful in understanding the details of the RLTO and other attachments include important decisions of the Illinois Appellate Court on certain landlord and tenant issues.

Paul Bernstein's Internet presence

The interpretation of the law changes and in order to keep up with those changes, a presence on the Internet is imperative. Further, individual tenant's situations are different from all other situations. Accordingly, the chapters of this book first appeared (and continue to appear) on the home page of Paul Bernstein, attorney at law, on the Internet. A facility for forums/threaded-discussions is also provided, to serve as a growing body of educational information for members of the public. However, it is to be clearly understood by members of the public that any and all comments made in such discussion groups is not to be considered legal advice and that no lawyer/client relationship is intended by and such comments or "discussions." Appropriate "disclaimers" will be provided on Paul Bernstein's Internet home pages to that end.

It is anticipated and hoped that such discussions, involving tenants, landlords and their attorneys, will provide guidance and instruction to all. The goal, to be sure and to

be clear, is to use this publication and modern technologies like the Internet to encourage communications and cooperation between those mentioned and to help the City of Chicago to **“protect and promote the public health, safety and welfare of its citizens”** and to **“encourage the landlord and the tenant to maintain and improve the quality of housing.”**

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Paul Bernstein , born and raised in Chicago (Hibbard Grammar School, Von Steuben High School, University of Illinois in Urbana, Illinois and DePaul Law School in Chicago), started to practice law in Chicago in 1959. He and his wife are the parents of seven children, nine grandchildren and one great grand-child. His main area of law practice concentration for many years has been representing tenants in landlord and tenant disputes in the City of Chicago.