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WHAT YOU MUST KNOW ABOUT The Cook County Residential Tenant Landlord Ordinance (RTLO)

*New Rules All Suburban Cook County
Landlords Must Follow*



What You Should Know About the Cook County RTLO

The Cook County Residential Tenant Landlord Ordinance (RTLO) is a set of laws that govern the relationship between housing providers and tenants in Cook County, Illinois. The RTLO was passed in 2021, and went into effect on June 1, 2021.

The RTLO establishes a number of rights and responsibilities for both housing providers and tenants. For example, the RTLO requires housing providers to provide tenants with a safe and habitable living space. It also prohibits housing providers from discriminating against tenants on the basis of race, religion, national origin, familial status, or disability.

The RTLO also sets forth a number of procedures for resolving disputes between housing providers and tenants. For example, if a tenant believes that their landlord has violated the RTLO, they can file a complaint with the Cook County Department of Human Rights. The Department of Human Rights will investigate the complaint and may take action against the housing provider, which may include ordering them to pay damages to the tenant.

Housing providers who violate the RTLO may be subject to a number of penalties, including fines, court costs, and attorney's fees. In some cases, housing providers may also be required to pay back rent to their tenants who have been displaced as a result of the violation.

It is important for housing providers to be aware of the RTLO so that they can comply with its requirements. Failure to comply with the RTLO can result in significant penalties. Housing providers who have any questions about the RTLO should consult with an attorney.

Here are some specific reasons why housing providers need to know about the Cook County RTLO:

- The RTLO establishes a number of rights and responsibilities for landlords and tenants.
- The RTLO prohibits landlords from discriminating against tenants on the basis of race, religion, national origin, familial status, or disability.
- The RTLO sets forth a number of procedures for resolving disputes between landlords and tenants.
- Landlords who violate the RTLO may be subject to a number of penalties.

By being aware of the RTLO, housing providers can avoid violating its requirements and the penalties that may result. A large part about being a successful housing provider is managing risk and the more you know about the laws that govern us, the more risk you can avoid.





What You Will Learn Here

- Introduction To Cook County RTLO
- What Cook County Areas are covered or Excluded
- Other Landlord Exclusions
- Changes to Your Cook County Lease Based on RTLO
- What New Rights Does The Cook County RTLO Provide Tenants
- What Rights Do Landlords Have Against the Cook County RTLO
- What New Obligations Do Landlords Have Under the Cook County RTLO
- Cook County RTLO Rules Cook County Landlords Must Now Follow
- What A Landlord in Cook County Must Steer Clear Of To Avoid Being Accused of Retaliatory Conduct
- Why Cook County Landlords Should Never Even Consider Doing This
- Alternative to having to handle this yourself

What Exactly is the Cook County RTLO

The Cook County Residential Landlord and Tenant Ordinance applies to all residential buildings and structures that exist or are constructed, altered, demolished, or relocated, except those in which local municipalities have established similar legislation. Such ordinances must include specific language governing the relationship between landlord and tenant, policies protecting and promoting the public health, safety, and welfare of tenants.

Why the Cook County RTLO is Important

The purpose of this ordinance is to protect and promote the public health, safety, and welfare of its citizens, to establish the rights and obligations of the tenant and the landlord in the rental of dwelling units, and to encourage the tenant and the landlord to maintain and improve the quality of housing.

When It Went Into Effect

In January 2021, the Cook County Board of Commissioners passed a new Residential Tenant Landlord Ordinance (RTLO). This ordinance went into effect on June 1, 2021.





What Cities Are Part Of the Cook County RTLO

The ordinance does exclude Chicago which is governed under the Chicago Residential Landlord Tenant Ordinance(CRLTO). Oak Park, Evanston, and Mt Prospect are also excluded because they already have their own rental ordinances in place.

Check the list below to know what cities are part of Cook county RTLO

Alsip	Deerfield	Hoffman Estates
Arlington Heights	Dolton	Hometown
Barrington Hills	Des Plaines	Homewood
Barrington	Dixmoor	Indian Head Park
Bartlett	East Dundee	Inverness
Bedford Park	East Hazel Crest	Justice Kenilworth
Bellwood	Elgin	La Grange Park
Berkeley	Elk Grove Village	La Grange
Berwyn	Elmwood Park	Lansing Lemont
Blue Island	Evergreen Park	Lincolnwood
Bridgeview	Flossmoor	Lynwood Lyons
Broadview	Ford Heights	Markham
Brookfield	Forest Park	Matteson
Buffalo Grove	Forest View	Maywood
Burbank	Franklin Park	McCook
Burnham	Glencoe	Melrose Park
Burr Ridge	Glenview	Merrionette Park
Calumet City	Glenwood Golf	Midlothian
Calumet Park	Harvey	Morton Grove Niles
Chicago Heights	Harwood Heights	Norridge
Chicago Ridge	Hazel Crest	North Riverside
Cicero	Hickory Hills	Northbrook
Country Club Hills	Hillside	Northfield Northlake
Countryside Crestwood	Hinsdale	Oak Forest
Deer Park	Hodgkins	





8 People Excluded From Cook County RTLO

The following arrangements are excluded from the Cook County RTLO:

1. Transient occupancy in a hotel or motel;
2. Residence at a public or private medical, extended care facility, geriatric facility, convent, monastery, religious institution, temporary overnight shelter, transitional shelter, educational dormitory, or in a structure operated for the benefit of a social or fraternal organization;
3. Occupancy under a contract sale of a dwelling unit if the occupant is the purchaser;
4. Occupancy in a cooperative apartment by a shareholder of the cooperative;
5. Occupancy by an employee of a landlord whose occupancy is conditional upon employment in or about the property;
6. Residential buildings in which occupancy is limited to six (6) units or less and which are owner-occupied;
7. A residential unit that is a single-family home, including a single condominium unit, provided that: a. This is the only residential unit leased by the owner, b. The owner or immediate family member has actually resided at the property for at least one (1) month in the 12 months prior to marketing the property, c. The owner (not a management company) personally manages the unit, and d. The owner is not a corporation;
8. Dwelling units in hotels, motels, inns, bed-and-breakfast establishments, rooming houses, and boarding houses, but only until such time as the dwelling unit has been occupied by a tenant for 32 or more continuous days and tenant pays a monthly rent, exclusive of any period of wrongful occupancy contrary to agreement with an owner. No landlord shall bring an action to recover possession of such a unit, or avoid renting periodically, in order to avoid the application of this Article. Any willful attempt to avoid application of this Article by an owner may be punishable by criminal or civil actions.

If a residence is excluded from coverage by these exclusions, the owner or property Manager of the property must make this exclusion known to prospective tenants in marketing materials and shall prominently state the exclusion on any application materials before the owner accepts any application fees, credit check fees, or move-in fees.





RTLO Rules Even Excluded People Need To Follow

LOCKOUTS PROHIBITED!! A landlord may not change or remove the locks, remove doors of a rental unit, cut off heat, utility, or water service, remove the tenant's personal property, or interfere with the tenant's use of the residence.

The tenant may sue the landlord to regain entry to the unit, the cost of attorney's fees, and damages (twice the actual damages or 2 months' rent - whichever is greater).

The county views lockouts as dangerous, and they can have a serious impact on tenants. Lockouts can leave tenants without a place to live, without their personal belongings, and access to their mail and other important documents. Lockouts can also be dangerous, as tenants may be forced to sleep outside or in other unsafe places.

Excluded or not from the rest of the RTLO this is one everyone must follow.

Your Cook County Lease Must Change To Be RTLO Compliant

If your lease was signed before the RTLO went into effect on June 1, 2021 then you do not have to get a new lease signed but most of you by now have had a lease come up for renewal or have moved a tenant in and you now need to have an RTLO compliance lease.

1. Rental agreements have to follow the rules laid out in this article, but housing providers and tenants can still negotiate things like rent and length of stay.
2. Rental agreements have to list all names of people living in the rented place, and there must be a limit on how many people can live there.
3. Rent must be paid at the time and place agreed upon by the landlord and tenant, and unless otherwise stated, rent is due on the first of every month. If rent is paid weekly, the tenancy is week-to-week, and if it's paid monthly, the tenancy is month-to-month.
4. If the landlord accepts rent without reservation, it's as if they've signed the written rental agreement. If the tenant doesn't sign the rental agreement but still acts as if they did, it's treated as if they did sign it, and it's effective for one year.
5. Rental agreements can't contain certain provisions, like waiving tenant rights or agreeing to judgments without a trial. Tenants can sue housing providers for damages if they try to enforce these kinds of provisions.
6. Housing providers can't enforce prohibited provisions in rental agreements, and if they do, tenants can sue for damages.
7. If your rental agreement starts after June 1, 2021, it has to follow the RTLO rules





Cook County RTLO Summary

[DOWNLOAD HERE](#)

You are required to provide your tenants with a copy of the Cook County Residential Tenant Landlord Ordinance (RTLO) Summary. The RTLO Summary is a brief overview of the RTLO and its key provisions. It is important for tenants to be aware of their rights and responsibilities under the RTLO, and the RTLO Summary can help them to understand these rights and responsibilities.

You can provide your tenants with a copy of the RTLO Summary by attaching it to your lease agreement or by providing it to them separately. You can also post a copy of the RTLO Summary in a conspicuous place in your rental property. Here are some tips for providing your tenants with a copy of the RTLO Summary:

- Make sure that the RTLO Summary is easy to read and understand.
- Provide the RTLO Summary in both English and Spanish, if possible.
- Distribute the RTLO Summary to all tenants, including new tenants and current tenants.
- Post a copy of the RTLO Summary in a conspicuous place on your rental property.

Disclosure by housing providers is a large part of what Cook County property owners need to get used to with the RTLO.

What Are Renter's Rights Under The RTLO?

The Cook County Residential Tenant Landlord Ordinance (RTLO) establishes a number of rights and responsibilities for both housing providers and tenants. Here are some of the key provisions of the RTLO that protect renters' rights:

Renters have the right to a habitable unit. Housing providers must maintain a habitable and safe home that includes:

- Essential services: heat, running water, hot water, electricity, gas, or plumbing that the rental agreement requires the landlord to provide, or internet access if the rental agreement requires the landlord to provide.
- Property maintained in compliance with the relevant local building codes. Adequate heat: From September 15 through June 1 of each year inside temperature is at least 68 degrees from 8:30 a.m. to 10:30 p.m. and at least 66 degrees from 10:30 p.m. to 8:30 a.m.



- A home free from bed bugs: After notification of an infestation, the landlord must provide pest control services within ten days and maintain written records of pest control measures for three years.
- Repairs made by a landlord promptly: If the landlord does not make repairs after notice of 14 days, the tenant may have rights such as repairing themselves and deducting rent or ending the lease when conditions are severe enough.
- Right to exclusive possession and to be free from unlawful entry.
- If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the rental agreement, rent abates until the landlord delivers possession and the tenant may:
 - Upon written notice to the landlord, terminate the rental agreement and, upon termination, the landlord shall return within 48 hours all security deposits; or
 - Demand performance of the rental agreement and, if the tenant elects, the tenant may maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by the tenant.
- Right to disclosure of costs: The tenant shall have the right to disclosure of utility costs. A landlord shall disclose to the tenant whether the landlord or tenant bears the responsibility for payment of the cost of a utility for the dwelling unit.

If a landlord violates any of these provisions, the tenant may be able to file a complaint with the Cook County Department of Human Rights. The Department of Human Rights will investigate the complaint and may take action against the landlord, such as ordering them to pay damages to the tenant.





What Rights Do Landlords Have Against the Cook County RTLO

The landlord shall have the following remedies when the tenant fails to pay rent:

If the tenant does not pay the rent, the landlord may deliver to the tenant a written notice with the intention to terminate the rental agreement. The landlord shall serve the written notice in compliance with state law. If the tenant does not materially comply with the written notice within five (5) days of receipt, the landlord may file an eviction action to terminate the rental agreement. Without ending the renting agreement, a landlord may also continue to pursue an action for unpaid rent and/or damages.



When the tenant is not in material compliance with the terms of the rental agreement or the requirements, the landlord shall have the following remedies:

1. If a tenant is not following the rules of their rental agreement or their responsibilities, their landlord can give them a written notice explaining what they're doing wrong. The notice has to be delivered according to state law, and can state that the rental agreement will end in 10 days if the problems aren't remedied. The tenant has that time to fix things, or the landlord can start the process of evicting them. If the tenant continues breaking the rules, the landlord can ask for money or can utilize legal action to stop them. If the landlord doesn't start the process of eviction within 30 days of getting the notice, or until the next rental period is over, the notice is no longer valid and the rental agreement stays in place.
2. The landlord has the authority to decide when a residential unit has been abandoned and to dispose of belongings. In the following situations, the landlord may come to the conclusion that the tenant has left the property:



- a. The renter has really given written notice to the landlord of their decision to vacate the rental unit.
 - b. If a rental agreement is for less than a month, all tenants who are allowed to live there have been gone for 32 days, or for one rental period, and they have removed their belongings. Additionally, the payment due for that time period has not been paid. However, the landlord may not conclude that the tenant has abandoned the property if any person entitled to occupancy gives the landlord written notice that a tenant plans to enter the dwelling unit and pay any sums due to the landlord in full.
3. The landlord must try in good faith to rent the housing unit out at a fair rental price if the tenant vacates it. This includes agreeing to fair sublease requests. The tenant will only be responsible for the difference between the rent due from the date of abandonment to the termination of the initial rental agreement and the fair rental value subsequently received by the landlord from the date of abandonment to the termination of the initial rental agreement, if the landlord is successful in renting the dwelling unit at a fair rental value.

If a tenant leaves personal property on the property following the termination of a tenancy, including but not limited to a termination after the expiration of a lease or by surrendering or abandoning the property, and the landlord reasonably believes that the tenant has abandoned such personal property, the landlord may dispose of the property in accordance with the following procedures, unless otherwise agreed. The landlord must either keep the property in the dwelling unit or remove and store the abandoned property from the dwelling unit and may dispose of the property after seven (7) days. If the landlord, in good faith, reasonably determines that the tenant has left personal property that is worthless or of such little value that the cost of storing and holding a sale would likely exceed the amount that would be realized from such a sale. The landlord is not required to give the renter written notice of its intention to sell property in accordance with this clause.



If the landlord determines, in good faith and reasonably, that the tenant has left valuable personal property behind, the landlord must give the tenant written notice of their demand that they remove the property within the timeframes specified in the written notice, but no later than seven days following the delivery of the written notice. In addition to posting it on the unit's front door or in a conspicuous area inside, the landlord may also provide this written notice by electronic means if the parties had previously communicated via electronic means..

If the tenant does not remove the property within the allotted time, the landlord may sell it at a public auction or a private sale that is reasonable from a business standpoint. The sale's revenues may be kept by the landlord in order to collect any unpaid rent from the renter. The landlord must hold onto the proceeds for a period of one (1) year if the proceeds, less any reasonable costs associated with the sale or storage, exceed any rent owing to the landlord.

If the tenant timely notifies the landlord in writing of their intention to remove the tenant's personal property from the property and fails to do so by the landlord's specified deadline or on a mutually convenient date (whichever comes later), it will be presumed beyond a reasonable doubt that the tenant has abandoned the property.

The landlord has the right to rent and process renewals of the tenancy:

- 1. Termination of Tenancy:** If the landlord accepts rent and/or withholds payment while alleging a lease violation, such as the tenant's failure to pay rent on time, the landlord forfeits the right to terminate the rental agreement as a result of such breach. If the lease is terminated, the landlord may demand ownership of the property, payment of rent, and a separate claim for damages for breach of the lease.
- 2. Nonrenewal of Tenancy:** No tenant shall be obligated to renew a lease more than 60 days before the lease's expiration date. If the landlord transgresses this clause, the tenant is entitled to one (1) month's rent or larger actual damages.

If the landlord intends to end a month-to-month lease or not renew an existing rental agreement, the landlord must give the tenant written notice at least 60 days before the rental agreement's specific termination date. Regardless of the date mentioned in the current rental agreement, the tenant may stay in the dwelling unit for up to 120 days after the day on which the landlord fails to give the required written notice to the tenant. The terms and circumstances of the tenancy must be the same during this occupancy as they were during the final month of tenancy.





What New Obligations Do Landlords Have Under the Cook County RTLO

The RTLO establishes a number of new obligations for housing providers.

1. Comply with all requirements placed on tenants by laws governing the residence unit in question;
2. Maintain their area of the property as safe as the state of the property enables;
3. Properly and safely dispose of all ashes, trash, garbage, and other waste from their residence;
4. Maintain the highest level of cleanliness possible for all plumbing fixtures in the rental unit or those utilized by the renter;
5. Make reasonable use of all facilities and equipment, including elevators, that are electrical, plumbing, sanitary, heating, ventilating, and air conditioning;
6. Not intentionally remove, alter, damage, or impair any portion of the property or knowingly allow anyone else to do so;
7. Act in a way that won't interfere with their neighbors' ability to use their property peacefully;
8. Except as otherwise agreed, they may only use their home as a home.
9. The landlord shall provide a summary attachment of the Cook County Residential Tenant Landlord Ordinance

Housing providers who violate any of these obligations may be subject to penalties, including fines, court costs, and attorney's fees. It is important for housing providers to be aware of the RTLO and to comply with its requirements. Failure to comply with the RTLO can result in significant penalties. Housing providers who have any questions about the RTLO should consult with an attorney.

Here are some additional details about each of the new obligations for housing providers under the RTLO:

- **Providing tenants with a copy of the RTLO Summary:** Housing providers are required to provide tenants with a copy of the RTLO Summary, which is a brief overview of the RTLO and its key provisions. It is important for tenants to be aware of their rights and responsibilities under the RTLO, and the RTLO Summary can help them to understand these rights and responsibilities.



- **Prohibiting lockouts:** Housing providers are prohibited from locking out tenants without a court order. There are a few exceptions to this rule, such as when the tenant has abandoned the property or when the landlord has a court order allowing them to evict the tenant. However, even in these cases, housing providers must follow proper procedures before locking out a tenant.
- **Requiring landlords to provide tenants with a written statement of move-in fees and charges:** Landlords are required to provide tenants with a written statement of all move-in fees and charges, including security deposits, pet fees, and application fees. This statement must be provided to tenants before they move in and must be in plain language that is easy to understand.
- **Requiring landlords to provide tenants with a written statement of security deposit policies:** Housing providers are required to provide tenants with a written statement of their security deposit policies. This statement must include information about how the security deposit will be used, how it will be returned, and how tenants can dispute any deductions from the security deposit.
- **Requiring landlords to provide tenants with a written statement of the landlord's right to enter the unit:** Housing providers are required to provide tenants with a written statement of their right to enter the unit. This statement must include information about when housing providers can enter the unit, how much notice they must give tenants, and what they can do while they are inside the unit.
- **Requiring landlords to provide tenants with a written statement of the tenant's right to withhold rent for repairs:** Housing providers are required to provide tenants with a written statement of their right to withhold rent for repairs. This statement must include information about how tenants can withhold rent, what repairs they can withhold rent for, and what they must do if the landlord does not make the repairs.
- **Requiring landlords to provide tenants with a written statement of the tenant's right to a fair hearing:** Housing providers are required to provide tenants with a written statement of their right to a fair hearing. This statement must include information about how tenants can request a fair hearing, what will happen at the hearing, and what tenants can do if they are not satisfied with the outcome of the hearing.
- **Requiring landlords to provide tenants with a written statement of the tenant's right to be free from discrimination:** Housing providers are required to provide tenants with a written statement of their right to be free from discrimination. This statement must include information about what types of discrimination are prohibited, what tenants can do if they believe they have been discriminated against, and where tenants can file a complaint.





Prior To Signing A Lease With A New Tenant You Must Provide The Following

Prior to a tenant signing a lease for the first time or renewing an existing one, the landlord, or anyone else with the authority to do so, must provide the tenant with the following written information:

Any code infractions that have been reported by the municipality or other overseeing body in the past year for the dwelling unit and shared areas, as well as written notice of any litigation or administrative hearings related to code enforcement. The written notice must include a list of all identified code infractions as well as the case number of the lawsuit and/or the administrative hearing procedure;

The tenant may cancel the rental agreement by written notice if the landlord violates this guideline. The written notice must include the termination date, which must be specified no later than 30 days after the written notice's date. Additionally, if a tenant proves that a landlord violated this section in a civil court process against an owner or landlord, the tenant is entitled to one (1) month's rent or actual damages, whichever is greater, as well as reasonable attorney's expenses.



RTLO Pest Control

It is the landlord's responsibility to keep the property free of bed bugs. Here are some items housing providers must be aware of.

- 1. All prospective and current lessees must receive a copy of the most recent, officially approved U.S. Environmental Protection Agency federal brochure on bed bug prevention, detection, and control from housing providers who are subject to this section.**
- 2. The landlord must take the following actions in any rental home where bed bugs have been discovered or are suspect.**
 - a. Offer pest treatment services by a pest management expert until there is no longer any conclusive proof of bed bugs;
 - b. Keep a written record of the pest control procedures carried out on the rental housing unit by the pest management specialist. The record must contain reports and invoices created by the pest management expert. The record must be kept for three (3) years and



be available for review by authorized city staff, including but not limited to those working for the health and building departments.

- 3. The landlord must take the following actions in any multi-unit rental building where bed bugs have been identified or are suspect.** As long as bed bug evidence cannot be identified and validated inside the structure or a portion of it, a pest management expert should provide pest control services, including the individual rental dwelling units;
1. Keep a documented record of the pest control procedures carried out on the property by a pest management expert. The record must contain reports and invoices created by the pest management expert. The record must be kept for three (3) years and be available for review by authorized city staff, including but not limited to those working for the health and building departments.
 2. A landowner must offer pest management services within ten (10) days of the following
 - a. A bed bug is discovered on the property or is logically suspected to be there;
 - b. Receiving written notice from a tenant that there are bed bugs present on the property or in the rental home the tenant is occupying.
 - c. The afflicted housing unit must be inspected for bed bugs, and if necessary, the dwelling units on either side, as well as the living units directly above and below, must be treated. Until no more infestation is found, this routine of examination and treatment must be maintained.
 - d. Within 48 hours of discovering bed bugs, the renter must give written notice to the landlord of any infestation.

The tenant may terminate the rental agreement by written notice if the landlord fails to inform them that they intend to follow the pest control guidelines after receiving written notice. However, the tenant may only use this right to end the lease if the landlord has violated this clause and the tenant has given the landlord written notice of the violation; this notification must be submitted within two (2) business days of the landlord's failure to repair the violation. The date of termination must be specified in the written notification that the tenant intends to discontinue the rental agreement, and it must happen no later than 30 days from the date of the written notice. The date of termination must be specified in the written notification that the tenant intends to discontinue the rental agreement, and it must happen no later than 30 days from the date of the written notice. If the parties have previously interacted electronically, the written notices required by this section may be sent electronically. In addition, if a tenant proves a breach of this section in a civil lawsuit against an owner or landlord, they are entitled to one (1) month's rent or actual damages, whichever is greater, as well as reasonable legal costs. If the tenant unreasonably refused to assist or unreasonably delayed the eradication process, the tenant shall not be entitled to this remedy.





The RTLO Requires that tenants must be informed of any lead hazards

The tenant shall abide by all applicable municipal, state, and federal lead poisoning laws, including but not limited to:

1. Give a copy of the most recent, officially approved lead-based paint disclosure U.S. Environmental Protection Agency federal brochure to every potential and current lessee; and
2. Outline any lead hazards that are known.

In the event that the landlord disregards these guidelines upon written notice, the tenant is entitled to one (1) month's rent or actual damages, whichever is greater, plus reasonable legal costs.



The RTLO Requires That Tenants Must Be Informed Of Any Lead Hazards

An owner or landlord of a property that is the subject of a foreclosure complaint must notify all tenants in writing that a foreclosure action has been brought against them within seven (7) days of receiving the foreclosure complaint. Any other third party who regularly pays rent to the owner or landlord on behalf of a tenant must also be informed in writing of the foreclosure by the owner or landlord.

The owner or landlord must also disclose in writing if they are parties to a foreclosure complaint prior to a tenant signing a lease for a residential unit. The written disclosure must include the name of the case, the case number, the court where the foreclosure action is still proceeding, and the following language: This is not a notice to leave the premises, This notice does not imply that the building's ownership has changed. Rent and other obligations outlined in the rental agreement must still be paid by each tenant. The owner or landlord is still liable for any commitments made in the rental contract. If the owner changes, you will receive extra notification.

The tenant may terminate the lease by written notice if the owner or landlord disobeys this guideline. The written notice must include the termination date, which must be specified no later than 30 days after the written notice's date. In addition, in addition to any other damages, legal costs, or remedies that the tenant may be entitled to, if a tenant proves a breach of this provision in a civil judicial process against an owner or landlord, they are entitled to receive \$200 in damages.





RTLO Limitation of Liability

A landlord who sells the property is released from liability under the terms of the agreement and this Article for any occurrences occurring after the transfer and occurring after written notice of the sale to the tenant, unless otherwise agreed.

According to the Cook County Residential Tenant Landlord Ordinance, the landlord must offer a summary attachment of the law. The tenant has the right to end the lease by written notice if the landlord disobeys. However, the tenant may not do so without first giving the landlord written notice of the landlord's violation of this clause and notice that the landlord must correct the violation within two (2) business days of receiving the written notice of breach from the tenant. The date of termination must be specified in the written notification that the tenant intends to discontinue the rental agreement, and it must be no later than 30 days from the date of the written notice. If the parties have previously interacted electronically, the written notices required by this section may be sent electronically. In addition, in addition to any other damages, legal costs, or remedies the tenant may be entitled to, the tenant shall be entitled to recover \$200 in damages if the tenant proves in a civil legal proceeding against an owner or landlord that the landlord violated this section and failed to remedy the breach within two (2) business days following the date the tenant delivered written notice of the breach.





What A Landlord in Cook County Must Steer Clear Of To Avoid Being Accused of Retaliatory Conduct

If a tenant has acted in good faith and violated the terms of the rental agreement, the landlord may not respond in retaliation by raising rent, cutting back on services, suing to regain possession or threatening to do so, or by refusing to renew the lease, unless specifically permitted by this section.

- Reported code infractions to a government organization, elected politician, or other public figure who is in responsible of upholding a building, housing, health, or similar code;
- Contact a community organization or the media to report a breach of a building, housing, health, or other code or an unethical landlord behavior;
- Requested support from a neighborhood group, such as a legal aid organization, or the media to stop a code violation or unethical landlord conduct;
- Asked the landlord to fix the property in accordance with the terms of the residential rental agreement, the construction code, the health law, or any other rule;
- Organized a tenant union or other similar group, or joined one;
- Testified on the state of the property in any judicial or administrative procedure;
- Exercised any right or remedy provided by law.

The tenant is entitled to the following remedies if the landlord breaches and the tenant has a cause of action against the landlord or a defense in any retaliatory action taken against them:

- The tenant may invoke this clause as a defense to keep possession if the landlord tries to end the renting agreement. If the tenant is successful in using this defense, they are entitled to recover not more than two (2) months' worth of rent or twice the amount of their losses, whichever is larger, as well as reasonable legal costs.
- By giving written notice to the landlord of their intention to do so, the tenant may end the rental arrangement and leave the property. The written notice from the tenant will be presumed withdrawn and the rental agreement will continue to be in full force and effect if the tenant does not remove the property within one (1) month of giving written notice, or by the end of



the following rental period, whichever is longer. The landlord must repay the security deposit if the lease is ended within three (3) days of the tenant giving up possession.

- If the tenant brings a claim against the landlord, the tenant will be entitled to recover not more than two (2) months' worth of rent or double the amount of their damages, whichever is larger, as well as reasonable legal costs.

The court will assume that the landlord's actions are retaliatory in any action brought by or against the tenant if the tenant provides proof of a complaint made within a year of the claimed act of retaliation. By demonstrating that the actions were justified and not motivated by retaliation, the landlord can disprove the presumption that they were. If the tenant filed a complaint after receiving written notice of a proposed rent increase, the presumption shall not apply. Any code infraction that was principally brought on by the tenant, a member of the tenant's family, or any person on the property with the tenant's permission is not grounds for the landlord acting in retaliation.





Why Cook County Landlords Should Never Even Consider Doing This

Without a court order, the landlord or any person acting on their behalf shall not block any entry to the rented apartment, change, add, or remove any lock or latching device, or threaten to evict or otherwise seek to evict or otherwise attempt to evict a tenant from the rented unit; or by removing a tenant's personal property from the rented space; or by removing or incapacitating appliances or fixtures, save for the purpose of making necessary repairs; or by using or threatening to use force, violence, or injury to a tenant's person or property; or by any act rendering a rented space unfit for human habitation. The following won't apply in certain situations:

- A landlord engages the Cook County Sheriff to forcibly evict a tenant or their belongings in accordance with Illinois eviction rules regarding forcible entry and detainer;
- A landlord only temporarily intervenes in a tenant's possession when it's necessary to conduct required maintenance or inspections and only in accordance with the law;

The landlord removes personal property in accordance with Illinois statute regarding distress for rent; the renter has abandoned the rental unit. A tenant is entitled to reclaim possession of the housing unit and any personal property if the tenant proves, in a civil legal case against the landlord, that the landlord violated the law. Along with reasonable attorney fees, the renter is also entitled to compensation that is equal to not more than two (2) months' worth of rent or double the actual losses they have suffered.





RTLO Disclosure of Utility Costs

The tenant shall have the right to disclosure of utility costs. A landlord shall disclose to the tenant whether the landlord or tenant bears the responsibility for payment of the cost of a utility for the dwelling unit.

In rental agreements in which the tenant pays the cost of a utility for a dwelling unit and is directly responsible to the utility company, the utility service shall be individually metered to the dwelling unit, and the landlord shall disclose to the tenant in the rental agreement the annual cost of service from the utility providing the primary service during the previous twelve (12) months if known.

In rental agreements in which the tenant pays the cost of a utility for a dwelling unit to the landlord, the landlord shall disclose to the tenant in the rental agreement the annual cost of service from the utility providing the primary service during the pre- previous twelve (12) months. If the landlord did not own the dwelling unit during the previous 12 months or did not pay the utility costs to the utility provider on behalf of the tenant during the previous 12 months, the landlord may satisfy this requirement by providing cost of service for a similar dwelling unit, if known, or disclose to the tenant

When the landlord charges a move-in fee, the landlord shall provide the tenant with an itemized list of the landlord's reasonable estimate of the costs that comprise the move-in fee and shall not charge the tenant moving into the property for costs associated with routine maintenance and the upkeep of the property.





Late Fees Are No Different Because of RTLO

Specifically, the RTLO states that late fees cannot be more than \$10 for the first \$1,000 in monthly rent. For any rent amount over \$1,000, the late fee cannot exceed 5% of the amount over \$1,000.

For example, if a tenant's monthly rent is \$1,500, the maximum late fee that the landlord can charge is \$15. If the tenant's monthly rent is \$2,000, the maximum late fee that the landlord can charge is \$100.

It is important to note that these are the maximum late fees that housing providers are allowed to charge under the RTLO. Housing providers are free to charge less than the maximum amount, if they so choose.

If a landlord charges a late fee that exceeds the maximum amount allowed under the RTLO, the tenant may be able to file a complaint with the Cook County Department of Human Rights. The Department of Human Rights may then order the landlord to refund the tenant the excess late fee.





What is Pay To Stay

Pay to stay is a provision of the Cook County Residential Tenant Landlord Ordinance (RTLO) that allows tenants who are facing eviction for nonpayment of rent to pay their rent and certain additional costs in order to stay in their unit. The tenant can only use this provision once during the course of their tenancy.

To use the pay to stay provision, the tenant must:

- Receive a written notice from the landlord stating that they are being evicted for nonpayment of rent.
- Pay the landlord all rent that is past due, plus any late fees, court costs, and attorney's fees that the landlord has incurred.
- Pay a \$150 administrative fee to the Cook County Clerk of the Circuit Court.

If the tenant meets all of these requirements, the landlord must dismiss the eviction case and allow the tenant to stay in their unit.

The pay to stay provision is designed to help tenants who are struggling to pay their rent avoid eviction and homelessness. It is important to note that the pay to stay provision is not a guarantee that the tenant will be able to stay in their unit. The landlord may still choose to evict the tenant if they believe that the tenant is a bad tenant or if the tenant has violated the terms of their lease.

If you are facing eviction, you should speak with an attorney to discuss your options. An attorney can help you to understand your rights under the RTLO and to develop a plan to stay in your unit.





Tenants Personal Property Upon Abandonment

If the landlord believes that the tenant has abandoned the unit, the landlord can try to rent it to another party. The landlord may decide that the tenant has abandoned the unit only if the tenant:

- Gave the landlord written notice that the tenant has abandoned the unit, or
- Has not been in the unit for 32 days, removed their property, and has not paid rent. If the landlord believes that the tenant has abandoned possessions in the unit, the landlord needs to hold onto the property and determine its value.
- For property without value: Throw away after 7 days without notice.
- For property with value: Give the tenant written notice to remove property within 7 days. The landlord may sell the property and keep the proceeds for the tenant. The landlord may keep the money if the tenant does not claim it within 1 year



Wrap Up

By following the RTLO, housing providers can reduce their risk of being sued by tenants. The RTLO also provides a number of procedures for resolving disputes between housing providers and tenants, which can help prevent disputes from escalating into lawsuits. Here are some specific reasons why following the RTLO can reduce a landlord's risk:

- It can help to prevent tenants from suing housing providers for violating their rights.
- It can help to resolve disputes between housing providers and tenants quickly and easily.
- It can help to protect housing providers from legal penalties.
- It can help to improve the relationship between housing providers and tenants.

By following the RTLO, housing providers can reduce their risk of financial losses and legal problems. This can help them to be more successful in their business.



Do I Have to Figure Out & Follow? Can I Just Pay Someone Else to Manage?

NEED A RESPONSIVE PROPERTY MANAGER?

CLICK HERE

But Wait There's More...

[Residential Tenant Landlord Ordinance](#)

www.cookcountyil.gov

[Just Housing Amendment to the Human Rights Ordinance](#)

[Cook County Legal Aid for Housing and Debt](#)

[Housing Action Illinois RTLO Resources](#)

[Summary of the Cook County Residential Tenant Landlord Ordinance English \(233.08 KB\)](#)

[Summary of Cook County Residential Tenant Landlord Ordinance Espanol \(263.57 KB\)](#)



**Do You Need A Copy of the
Cook County Lease Template?**

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