

**CHICAGO APARTMENT LEASE
Unfurnished**

Tenant Ordinance Summary Attached

Date of Lease	Beginning	Ending	Monthly Rent	Security Deposit

LESSEE

LESSOR

NAME: _____

IDENTIFICATION OF OWNER AND AGENTS:

Owner or Authorized Management Agent:

APT. NO: _____

OFFICE ADDRESS:

BIL-MAR MANAGEMENT, LLC.
2432 N CLYBOURN AVE
CHICAGO, IL 60614

ADDRESS OF PREMISES: _____

Ph: 312-787-3372 x _____ Fax: 312-787-4178

We offer our tenants a \$100.00 rent credit if you refer a new tenant to us who signs a one year lease

Person Authorized to Act on Behalf of Owner for Purpose of Service of Process and Receiving for Notices:

Property Manager: _____

Emergency No. 312-787-3373

ADDITIONAL AGREEMENTS

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.

In consideration of the mutual agreements and covenants hereinstated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for a private dwelling, the Apartment designated above, together with the fixtures and appliances belonging thereto, for the above Term.

TENANT(s):
x _____
x _____

LANDLORD

Bil-Mar Management, LLC

LEASE COVENANTS AND AGREEMENTS

- 1. RENT:** Lessee shall pay to the lesser or Lessor's agent the monthly rent set forth above on or before the first day of each and every month in advance at Lessor's address stated above or such other address as Lessor may designate in writing. The time of each and every payment of rent is of the essence of the Lease.
- 2. LATE CHARGES:** The monthly rent shall be increased \$10.00 per month for the first \$500.00 in monthly rent plus five (5 %) percent per month for any amount in excess of \$500.00 in monthly rent if paid after the fifth of the month. Rent shall be considered received, if mailed, on the date of receipt.
- 3. SECURITY DEPOSIT:** Lessee has deposited with Lessor the security deposit as set forth above, to be retained by Lessor to ensure that Lessee shall fully perform each and every term and obligation provided in this Lease. If Lessee fully performs each and every obligation as provided in this lease and pays all sums due to Lessor, then Lessor, after the Lessee has surrendered possession of the premises and has delivered the keys thereto, shall refund said deposit to Lessee, including interest as is provided by law. If Lessee has failed to perform or comply with any of the provisions in this Lease, then Lessor shall deduct any damages from- the security deposit. The security deposit shall not be treated as an advance payment of rent, and Lessee may not apply the security deposit as rent.
- 4. POSSESSION:** If Lessor cannot give Lessee possession on the date fixed for commencement of the term, the rent shall be abated until such time as the premises are available for Lessee's occupancy, or Lessee may upon written notice terminate the Lease.
- 5. APPLICATION:** The Lessee's application and all the representations contained therein are incorporated as a part of this Lease. Lessee warrants that all the information contained in the application is true, and that if any of said information is false, Lessor may terminate this Lease.
- 6. CONDITION OF THE PREMISES:** Lessee has examined the premises prior to accepting same and prior to the execution of this Lease, and Lessee is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors and taking possession shall be conclusive evidence of Lessee's receipt thereof in good order and repair. No promises as to condition or repair have been made by Lessor or his agent who are not herein expressed,

- and no promises to decorate, repair or modify the premises, which are not contained herein, have been made by Lessor or his agent.
- 7. LESSEE TO MAINTAIN:** Lessee shall keep the premises and the fixtures and appliances therein in a clean, slightly and healthy condition, and in good repair, and in accordance with any and all ordinances in such cases made and provided, at Lessee's own expense, and upon the termination of this lease, for any reason, shall yield and return the same back to Lessor in as good condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage to the same has occurred or repairs are required due to Lessee's conduct or neglect, and shall replace all broken glass and fixtures. Upon Lessee vacating the premises, if the premises are not in good repair and in a clean, slightly and healthy condition, Lessor or his agents may replace the premises in the same condition of repair, sightlines and cleanliness as existed at the date of execution of this Lease; 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 solely for residential purposes by Lessee and those persons listed in the Application for the Lease. Neither Lessee nor any persons residing with or visiting Lessee shall suffer, perform or permit any act or practice that may damage the reputation of the Building or be injurious or disruptive to the Building and operation thereof, or be disturbing to other tenants, be illegal, immoral, or increase the rate of insurance on the Building. Lessee shall be responsible for the conduct of all persons residing with, or visiting Lessee.
 - 9. SUBLET OR ASSIGNMENT:** Lessee shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Lessor which consent shall not be unreasonably withheld. Lessor shall accept a reasonable sublease as provided by ordinance.
 - 10. NO ALTERATIONS:** Lessee shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Lessor.

11. ACCESS: Lessee shall not unreasonably withhold consent to the Lessor to enter the apartment at reasonable times for reasonable purposes as provided by statute or Ordinance.

12. HEAT AND WATER: Lessor shall furnish hot and cold water and if heating is under the control of the Lessor, shall also furnish heat in reasonable amounts at reasonable hours as provided by statute or Ordinance except when prevented by causes beyond Lessor's control or when the water and heating system are being repaired. Lessee shall at all times maintain the temperature at a minimum of 45 degrees and shall be responsible for all damages resulting from the failure to do so.

13. RIGHT TO RELET: If Lessee shall remove a substantial portion of his personal property or otherwise abandon or vacate the premises, the Lessor may immediately re-let the premises as provided by Ordinance; or if the premises become vacant by reason of Lessee's breach, or if this Lease has been terminated by reason of Lessee's breach, or if Lessee has been evicted, Lessor may re-let the premises, and Lessee shall be liable and pay for the expenses of relating and losses to the end of the term or as provided by Ordinance. Tenant's obligation to pay rent during the term or any extension thereof shall continue and shall not be waived, released or terminated by the service of a five-day notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detained action, or judgment for possession, or any other act resulting in the termination of Lessee's right of possession.

14. FORCIBLE DETAINER: If Lessee defaults in the payment of rent or any part thereof, Lessor may distain 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 his 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.

15. NOTICES: Any demand or notice may be served by delivering a copy to the Lessee, or by leaving the same with some person above the age of twelve years, residing on or in possession of the premises; or by sending a copy of said notice to the Lessee by certified mail, return receipt requested, or by posting the same on Lessee's door to the premises, if no one is in actual possession of the premises.

16. FIRE AND CASUALTY: If the premises shall be rendered untenable by fire or by other casualty, the Landlord shall not be obligated to restore the premises and tenant may terminate this Lease as provided by statute or Ordinance.

17. DISHONOR: In the event that Lessee's rental payment is dishonored when negotiated by Lessor or his agents, Lessor shall have no obligation to redeposit same, and reserves the right to demand that all future rental payments be made by money order or certified funds. Lessee shall pay lessor the sum of \$25.00 as additional rent for any dishonored payment.

18. SURRENDER OF PREMISES AND RETURN OF POSSESSION: Lessee shall not be required to renew this Lease more than ninety days prior to its expiration as provided by Ordinance, and Lessor shall notify Lessee of Lessor's intention not to renew the Lease at least thirty days prior to its expiration so long as Lessee is not in default under the terms of this Lease, as provided by Ordinance. At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up and surrender immediate possession to Lessor, and deliver all keys to Lessor or his agent. If Lessee fails to vacate the premises upon

termination, Lessee shall pay a sum equal to double the amount of rent herein set forth as liquidated damages for the time that possession is withheld; and

(A) Lessor may, by giving Tenant written notice thereof, extend the term of this Lease upon all the terms and conditions herein for one year, but with a rental of 20% greater than the rental contained herein; or

(B) If Lessor fails to provide written notice to Lessee of Lessor's election under (A), Lessee shall become a month-to-month tenant, upon all the terms and conditions contained herein. Lessee shall also compensate Lessor for any and all damages incurred by Lessor by virtue of Lessee's failure to vacate the said premises in accordance with the terms of this lease. The payment or acceptance of rent after expiration of the Lease shall not extend this Lease.

19. EMINENT DOMAIN: If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.

20. JOINT OBLIGATIONS: The words "Lessor" and "Lessee" when used in this Lease shall be construed to be plural if more than one person comprises either party to this Lease, and each shall be jointly and severally obligated to perform all of the terms and conditions of this Lease

21. LEGAL EXPENSES: Lessee shall pay all costs, expenses and attorneys fees which shall be incurred or expended by Lessor due to Lessee's breach of the covenants and agreements of this Lease, to the extent provided for by law, Court rules, statute or Ordinance.

22. SMOKE DETECTORS: Lessee acknowledges that at the time of obtaining initial possession of the premises, all smoke 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 devices including replacement of the energy source when needed.

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

24. REMEDIES CUMULATIVE: The Lessor's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof *shall* not exclude nor preclude Lessor from exercising any other right or remedy.

25. SEVERABILITY CLAUSE: If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not invalidate nor render unenforceable the remainder of this Lease.

26. STORAGE: Lessor shall not be obligated to provide Lessee storage.

27. INSURANCE: Lessor is not an insurer of Lessee's property. Lessee shall carry sufficient insurance to insure all of Lessee's property located on Lessor's premises.

28. SUBORDINATION: Lessee will not do any act which shall encumber Lessor's title to the premises, and if Lessee causes a lien to be placed on the title, or premises, Lessor may discharge the lien and Lessee will reimburse Lessor the amount Lessor expended. This lease shall not be recorded by Lessee and is, and shall be, subordinate to any present or future mortgages now, or hereafter, placed on the premises.

29. RULES AND REGULATIONS: Lessee shall observe and abide by the Rules and Regulations set forth in this Lease, and agrees to be bound by and comply with any further reasonable rules and regulations as may be established by the Lessor.

RULES AND REGULATIONS

1. No dogs, cats, or other animals shall be kept or allowed 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.
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, nor shall children be permitted to play in the common areas, nor shall Lessee place or store any items in the hallways or common areas of the Building.
5. No musical instrument shall be played and no radio or television set shall be operated at any time in such manner as to disturb or annoy other occupants of the building, nor shall other noises be made which will disturb or annoy any occupants of the building. Operation of electrical devices which interfere with radio or television reception is not permitted.
6. All moving and delivery shall be through the rear entrance, stairway or service elevator at hours designed by Lessor.
7. Lessee shall maintain the smoke detectors, and replace the batteries when necessary.
8. Lessee shall not install or maintain a washer, dryer or dishwasher on the premises without Lessor's prior written consent Lessee shall not run water for an unreasonable length of time.
9. Lessee shall only cook in the kitchen and shall not barbecue on porches or balconies.
10. Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags, or injurious items shall be placed in plumbing facilities or receptacles.
11. Lessee shall not place nor permit any article or antenna outside of the windows, on the exterior walls, or on the roof of the Building, and shall not throw or drop any article from any window.
12. Lessee shall not place, erect or install any signs or advertisements on the windows, nor on any part of the Building or premises.
13. All garbage or refuse shall be securely wrapped and placed in the incinerator or garbage container.
14. Water beds are not permitted in the premises without Lessor's written consent.
15. Lessee shall not interfere in any manner with the heating or lighting of other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.
16. Lessee shall not solicit, canvass nor conduct any door-to-door activities on the premises.
17. Lessor has the right to bar individuals from the premises. You must inform your guests of all lease provisions regarding use of the premises and all rules and regulations. If these provisions are violated by your guests, they may be barred and/or arrested for criminal trespassing, after they have received a barred notice and then have been placed or a barred list by lessor. If you violate the lease or any of the rules and regulations, it is grounds for termination of your tenancy.

City of Chicago Residential Landlord and Tenant Ordinance Summary

At 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 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 CLERKS 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 100lbs. 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 six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32days.
- School dormitory rooms, shelters, employee's quarters, non-residential rental properties.
- Owners 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 specially upon tenants by the Municipal Code, including:

- Buying and installing working batteries in smoke and carbon monoxide detectors 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 AND5-12-081)

- 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 or one electronic funds transfer and deposit such rent and security deposit into one account, if the landlord within 5 days of such acceptance transfer 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 land load 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 for the new financial institution. (eff.10-8-10)

SECURITY DEPOSITS AND PREPAID RENT (MUN.CODE CH. 5-12-081) (cont.)

- A landlord must pay interest each year on security deposits and prepaid rent held more than six month. (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 damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45days from the date the tenant vacates the unit.
- In the event of a fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days for the date that the tenant provided 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 land lord 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 land lord 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 tenants 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?

1. To give tenant written notice of the owner's or manager's name, address and telephone number. (Mun.Code Ch. 5-12-090)
2. Within seven (7) days of being served a foreclosure complaint an owner or landlord of a premise that is the subject of the foreclosure complaint an owner or landlord of premises that is the subject of the foreclosure action has been filed. The owner or landlord shall also notify of a foreclosure suit, in writing, before a tenant signs a lease. (Mun.Code Ch. 5-12-095 eff. 11-05-08)

To give new or renewing tenants notice of:

1. Code citation issued by City in the previous 12months:
2. Pending Housing Court or administrative hearing actions:
3. Water, electrical or gas service shut-offs to the building during 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 agreement terminates. (eff. 1-1-92) (Mun.Code Ch. 5-12-130)

- If the rental agreement will not be renewed, or if the rental rate will be increased, to provide a tenant with at least 30 days if the tenant has occupied the apartment for up to six months; 60 days if the tenant has occupied the apartment for more than six months and up to three years; and 120 days if the tenant has occupied the apartment for more than three years. (eff. 7-28-20) {Mun. Code Ch. 5-12-130 (j)}
- To not enforce prohibited lease provisions. (Mun. Code Ch. 5-12-140)
- Bed Bugs-Education. For any rental agreement for a dwelling unit entered into or renewed after of this 2013 amendatory ordinance, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the department of health pursuant to section 7-28-860 {Mun. Code Ch.5-12-101}

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 14days, 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 14days 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 on month's rent. Repairs must be done in compliance with the Code. Receipt for the 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 damages and 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 30days 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 services, 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 reduce value of the dwelling unit; OR
 3. Procure substitute housing and be excused from paying rent for that period. The tenant may also 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 the monthly rent an amount that reasonably reflects the reduced value of its premises. Rent withholding cannot start until after 24hours 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 30days 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 services. For the purposes of this section only, the notice a tenant provides must be in writing, delivered to the address the landlord has given the 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 any 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 the 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 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 being 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 fee of \$10.00 per month on rents under \$500 plus 5 percent per month on that part of the rent that exceeds \$ 500.00 (i.e., for a \$450.00 monthly rent \$10.00, for a \$700 monthly rent the late fee is \$10 plus 5% of \$200.00 or \$20.00 total) (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) CH. 5-12-130 (g))

- If the landlord accepts the 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 five days written notice to the tenant, may terminate the rental agreement. However, the tenant may remain in the unit with a rental agreement in good standing if the tenant pays the full amount of back rent and landlord court filing fees before a judge issues an order of possession. If, however, the tenant uses this provision and later receives a second written notice of nonpayment, the tenant will have only five days to pay unpaid rent.
- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10days 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 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.CASE CH 5-12-160)

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

- It is illegal for a landlord to lock out a tenant, or change locks, or removes doors of a rental unit, or 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 tow month' 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 cost 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, 121 North LaSalle, Chicago IL or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago IL.

Approved by the City of Chicago, June 2013; Summary Revised 2020



RESIDENTIAL LANDLORD AND TENANT ORDINANCE Rate of Interest on Security Deposits

Municipal Code Chapters 5-12-080, 5-12-081 and 5-12-170

- A landlord must give a tenant a receipt for a security deposit that includes 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.
- A landlord must pay interest each year on security deposits (eff. 11-6-86) and prepaid rent (eff. 1-1-92) held more than six months.
- The rate of interest that a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before a landlord can deduct expenses for damages from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- Within 45 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.
- 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 seven days from the date that the tenant provides notice of termination of the rental agreement. (Eff. 1-1-92)

Under Chapter 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of January 1, 2021 based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 0.01%.

The rate is based upon the average of the rates of interest of the following types of accounts at Chase Bank, which is the commercial bank having the most branches located in the City of Chicago: Savings Account 0.01 percent, insured Money Market 0.01 percent and Six-month Certificate of Deposit (based on a deposit of \$1,000) 0.01 percent.

Security Deposit Interest Rate

2021 0.01%	2010 0.73%
2020 0.01%	2009 0.12%
2019 0.01%	2008 0.26%
2018 0.01%	2007 1.68%
2017 0.01%	2006 1.71%
2016 0.01%	2005 1.01%
2015 0.01%	2004 0.42%
2014 0.013%	2003 0.52%
2013 0.023%	2002 0.83%
2012 0.057%	2001 3.10%
2011 0.073%	2000 2.71%

For a copy of the complete Residential Landlord and Tenant Ordinance, visit the Office of the City Clerk, Room 107, City Hall, and 121 N. LaSalle St. For a copy of the Residential Landlord and Tenant Ordinance Summary, visit the Department of Planning and Development, 121 N. LaSalle St. #1000, Chicago, IL

Sample Disclosure Format for Target Housing Rentals and Leases
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead based paint and lead based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (Initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

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 one below):

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).

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the lessee of the lessor's obligations under 42U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

_____ Lessor _____ Date

X _____ Lessee _____ Date

_____ Agent _____ Date

BIL-MAR MANAGEMENT, LLC.

PROPERTY MANAGEMENT

SECURITY DEPOSIT AGREEMENT & RECEIPT

TENANT(S): _____

SECURITY DEPOSIT FOR APARTMENT: _____

AS SECURITY DEPOSIT FOR APARTMENT

UNDERSIGNED AGREES THAT THIS SECURITY DEPOSIT MAY NOT BE APPLIED AS RENT.

MANAGEMENT AGREES THAT, SUBJECT TO THE CONDITIONS LISTED HEREIN; THIS SECURITY DEPOSIT WILL BE RETURNED IN FULL.

LESSEE(S):

LESSOR:

X _____

X _____

BIL-MAR MANAGEMENT, LLC

RELEASE OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. A CHARGE OF \$50.00 WILL BE MADE SHOULD ONE OF THE SIGNED LESSEE MOVE AND ANOTHER PERSON TAKE THEIR PLACE WITHOUT TERMINATION OF THE LEASE.
2. ALL RENTS, INCLUDING THE FINAL MONTH’S RENT, MUST BE PAID, AS WELL AS LATE FEES, CHARGES FOR RETURNED CHECKS AND RE-RENTAL FEES IF THE LEASE HAS NOT EXPIRED. IF THE FINAL MONTH’S RENT HAS NOT BEEN PAID, THE SECURITY DEPOSIT WILL BE FORFEITED. TENANT AGREES THAT THEY WILL NOT USE THE SECURITY DEPOSIT AS RENT
3. NO DAMAGE TO PROPERTY OTHER THAN NORMAL WEAR. THERE WILL BE A CHARGE OF \$250.00 FOR LABOR AND MATERIAL FOR CLEANING IF THE FOLLOWING TERMS ARE NOT MET:
 - THE ENTIRE APARTMENT MUST BE CLEANED—including RANGE, REFRIGERATOR, BATH ROOM, INSIDE CABINETS AND CLOSETS, FLOORS, ELECTRICAL FIXTURES, FIREPLACES AND PATIO.
 - ALL DEBRIS, RUBBISH AND DISCARDS MUST BE PLACED IN PROPER GARBAGE OR DUMPSTER.
 - ALL WALL AND CEILING HOOKS, MARKS OR STICKERS MUST BE REMOVED. CHARGES WILL BE SUBMITTED FOR NON-NORMAL WEAR AND TEAR DAMAGES.
4. LESSEE INSTALLED CARPETING MUST BE REMOVED AND FLOOR RESTORED TO ORIGINAL CONDITION. ABNORMAL INDENTATIONS, GOUGES AND SCRATCHED MUST BE REPAIRED OR MATERIAL AND LABOR CHARGES WILL BE SUBMITTED.
5. WALLS AND CEILINGS OF THE APARTMENT WHICH WERE WHITE AND WHERE LESSEE PAINTED IN ANOTHER COLOR MUST BE RETURNED TO WHITE PRIOR TO THE LEASE EXPIRATION OR SUBLEASE DATE. ALL LESSEE INSTALLED WALL COVERINGS MUST BE REMOVED, WITH THE WALL REPAIRED AND REPAINTED. IF THESE TERMS ARE NOT MET, THERE WILL BE A CHARGE FOR LABOR AND MATERIALS FOR THESE REPAIRS.
6. ALL KEYS, INCLUDING MAIL BOX KEYS MUST BE RETURNED. CHARGES WILL BE ASSESSED FOR MISSING KEYS.
7. NO PETS WILL BE ALLOWED WITHOUT THE LANDLORD’S WRITTEN CONSENT.
8. IT IS AGREED AND UNDERSTOOD THAT THE ORIGINAL APPLICATION WILL BECOME PART OF THIS LEASE.
9. **TENANT CAN NOT SUBLET THE APARTMENT WITHOUT THE WRITTEN CONSENT OF THE LANDLORD.**
10. ALL SECURITY DEPOSIT ARE BEING HELD AT BRIDGEVIEW BANK, Acct # 300103892: 7940 S. HARLEM CHICAGO, IL. THIS SECURITY DEPOSIT AGREEMENT SHALL ACT AS A RECEIPT

TENANT INITIAL _____ I HAVE RECEIVED A COPY OF THE CHICAGO RESIDENTIAL LANDLORD ORDINANCE

THE SECURITY DEPOSIT WILL BE REFUNDED IN THE FORM OF A CHECK PAYABLE JOINTLY TO ALL PERSONS WHO SIGNED THE LEASE REGARDLESS OF WHOSE MONEY WAS ACTUALLY PLACED ON DEPOSIT. SAID CHECK WILL BE MAILED TO THE FORWARDING ADDRESS BY THE MANAGEMENT COMPANY BY THE DATE DESIGNATED IN YOUR LEASE.

RENT IS DUE BY THE 5th OF THE MONTH.

YOU WILL BE ASSESSED A LATE FEE IF YOUR RENT IS NOT RECEIVED BY THAT DATE.

IF YOUR RENT IS NOT RECEIVED BY THE 15th OF EVERY MONTH, YOU WILL BE SERVED A FIVE DAY NOTICE AND EVICTION PROCEEDINGS WILL BEGIN.

****** In the event that you refer a new tenant to us who signs a 1 year lease, you will receive a \$100 rent credit. ******

RIDER #1

“In the event Tenant or guest of Tenant causes excessive noise or other disturbances to other Tenants in the building or otherwise causes injury or damage to person or property in or around the subject property, then such activity will be considered a breach of the lease which will subject the lease to being terminated upon 10 days notice.”

BUILDING ADDRESS: _____

TENANT(S): _____

X

X

Landlord

Bil-Mar Management
