

Tenant's Rights to Repairs
Uptown People's Law Center
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Local law: Chicago Residential Landlord & Tenant Ordinance (CRLTO) covers the right to repairs, but not for co-ops or owner-occupied buildings of 6 or fewer units; for those, look at the lease.

Security Deposits: Before withholding security deposit and interest to cover damages caused by the tenant, the landlord must give an itemized statement within 30 days of tenant's move-out.

Tenant duties: Don't intentionally or negligently destroy/deface/remove parts of the unit (same with guests). Keep space safe and plumbing fixtures clean. Use appliances in a reasonable way.

Code compliance: The law requires landlords to maintain their buildings and comply with municipal code. That means promptly making repairs to get their buildings into compliance.

Landlord responsibilities: Tenants have the right to demand the following from landlords:

- Maintain the structural integrity of the building.
- Maintain the floors.
- Comply with legal code requirements for exits.
- Maintain exits, fire escapes, stairways, and directional signs.
- Provide smoke alarms and other fire fighting equipment.
- Maintain elevators.
- Provide and maintain plumbing in good working order.
- Maintain heating appliances and gas-fired appliances.
- Provide heat or hot water (*but hot water is mandatory; see next point*)
- Provide hot and cold running water.
- Provide adequate hallway or stairway lighting.
- Maintain the foundation and keep the exteriors watertight and protected from rodents.
- Maintain windows and doors so they can lock.
- Supply screens for windows.
- Maintain stairways or porches.
- Maintain basements or cellars so that they're safe and sanitary.
- Maintain facilities and equipment for chimneys.
- Prevent stagnant water from accumulating in the building.
- Exterminate insects, rodents, and pests.
- Supply or maintain the facilities for refuse disposal.
- Prevent garbage and debris from accumulating.
- Provide adequate light or ventilation.
- Maintain plumbing facilities, piping, fixtures, appurtenances, and appliances.
- Provide or maintain electrical systems, wiring, and devices.
- Maintain and repair any landlord-supplied or required equipment.
- Maintain all dwelling units and common areas in a "fit and habitable condition"

Entry: For routine repairs, landlords have a right to enter, but only between 8am-8pm and must give a 2-day heads up. They can't abuse that right. They can't use it to harass a tenant.

- **Emergency repairs:** The landlord can enter at any time, without prior notice. However, the landlord must tell the tenant about the visit within 2 days after it happens.
- **If the tenant denies access:** The landlord may terminate the lease OR sue for court intervention; landlord may also recover damages.
- **If the landlord violates these rules:** Tenant can terminate the lease OR sue for court intervention; tenant can also recover damages (1 month rent or 2X damages, whichever is greater).

Remedies for code violations not caused by tenant: Tenants can write to the landlord asking for repairs to be made within 14 days. They can also sue for court intervention and damages.

- **Minor defects:** After 14 days, tenants can withhold a portion of the rent equal to:
 - the reduced value of the unit (if tenant doesn't make repairs), OR
 - cost for tenant-arranged repairs (greater of \$500 or ½ rent; no more than rent).
- **Major defects:** After 14 days, tenants can terminate the lease and move out. Must move out within 30 days. Major defects make the unit not reasonably fit and habitable.

Remedies for landlord's failure to provide essential services (heat, running or hot water, electricity, gas, plumbing, and violations that create immediate danger to health and safety):

1. **Get the services yourself** and deduct the cost from rent, OR
2. **Sue for damages** based on the reduced value of unit, OR
3. **Move into substitute housing** until the landlord fixes the issue; no paying rent; the landlord covers the cost of substitute housing up to the cost of rent, OR
4. If it's not the utility provider's fault, ask the landlord to fix the issue **within 24 hours**; if the landlord doesn't, **withhold a portion of rent** equal to the reduced value, OR
5. If it's not the utility provider's fault, ask the landlord to fix the issue **within 72 hours**; if the landlord doesn't, **terminate the lease** and move out within 30 days.

Remedies for fire/casualty damage (causing material noncompliance; not caused by tenant):

1. **Vacate immediately**; notify landlord within 14 days of intention to terminate lease; OR
2. **Stay and withhold a portion of the rent** based on reduced value (if the unit is livable).
 - If the landlord is not fixing the unit **"diligently and within a reasonable time,"** tenants can tell the landlord within 14 days of their plans to terminate the lease.