



Cook County Residential Tenant and Landlord Ordinance (RTLO) Member Resource Guide

Illinois REALTORS® Legal Hotline
Spring 2021



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Executive Summary

Cook County Residential Tenant and Landlord Ordinance (RTLO)

The following resource is meant to serve as a guide for REALTORS® as they begin to implement the County Ordinance. Full compliance is required by June 1, 2021.

There are three (3) main sections to this resource guide:

1. What will change in the lease?
2. What other concerning issues are there for the landlord or property manager?
3. Exhibits A through L, Disclosures and Tenant Notification Templates

Rental properties located in municipalities in Cook County (Chicago, Evanston and Mount Prospect excluded) must incorporate lease provisions and operations required by the RTLO. If you are excluded from the County RTLO, you will notify the tenant of the exclusion, see also the Landlord Exclusion Disclosure or **Exhibit A**.

The Exhibits (A through L) are examples of how you may choose to disclose information to the tenant as required by the RTLO. **As always, further questions should be directed to your company/personal attorney for specific legal advice. This information is general in nature and does not constitute specific advice.**



Cook County Residential Tenant and Landlord Ordinance (RTLO)

Compliance Required by June 1, 2021

Section 1: What will change in the lease?

Late Fee Cap

The late fee for rent payment is capped at \$10 per month for the first \$1,000 in monthly rent plus five (5) percent per month for any amount more than \$1,000 in monthly rent for late payments.

Example: Late fee for \$1500 rent payment

\$10 (for first \$1,000) + \$25 (five percent of remaining \$500) = \$35

Prohibited Provisions

There is a list of prohibited items that cannot be included in a lease. Review these items to ensure your lease does not waive certain rights of the tenant. **Exhibit B**

Move-in Fees

If you charge a move-in fee the costs must be related to the actual cost of moving into or out of the unit. The landlord must provide a tenant with a list of itemized costs. The list can be a reasonable estimate of what the costs are for the move. The landlord cannot charge a move-in fee for routine maintenance and upkeep of the property. For example, if a landlord charges a \$300 move-in fee, the landlord would disclose to the tenant a reasonable estimate of what the \$300 covers such as \$100 to staff overseeing move, \$100 for administrative processing and \$100 for trash disposal. **Exhibit C**

Utilities

The tenant will need to know if the landlord or tenant is responsible for paying utilities. If the tenant pays the utilities the landlord should disclose the costs, if known. If the landlord pays utilities for the tenant, the landlord must provide the past 12 months of utility costs. A landlord may provide an estimate and/or cost of service to a similar dwelling unit, if known. **Exhibit D**

Heat Requirement

The landlord is responsible to provide heat from September 15 through June 1 of each year. Landlords must maintain temperature inside a dwelling unit to at least 68° from 8:30 AM to 10:30 PM and at least 66° from 10:30 PM to 8:30 AM.

Lease Termination

The landlord will notify the tenant 60 days prior to the termination date of the rental agreement. The tenant is not required to renew the rental agreement more than 60 days prior to the termination of the rental agreement. **Exhibit E**

Bed Bug Detection

Tenants are required to notify a landlord of bedbug detection within 48 hours of noticing any bed bugs. If a tenant notifies you of possible bedbug presence, the landlord must notify the tenant that pest control services will be contacted as soon as possible and will schedule services within 10 days. **Exhibit F**



County RTLO Summary

Every lease should have a summary of the County RTLO attached. If for some reason this is not provided to the tenant and the tenant wants to break the lease, the landlord has two (2) business days to provide the most recent copy of the summary to the tenant. **Exhibit G**

Security Deposits

If a landlord charges a security deposit, there is a limit of one and a half times one month's rent. The tenant also has an additional six months to pay any portion above one month's rent to the landlord.

Example: $\$1500 \times 1.5 = \2250 (\$750 of which can be paid over 6 months, after payment of \$1500)

The security deposit must be held in a financial institution located in the State of Illinois. The name of the financial institution must be disclosed to the tenant in the rental agreement. **Exhibit H**

If there is a transfer of the security deposit, the landlord must notify the tenant of the new financial institution within 14 days of the transfer. **Exhibit I**

When returning the security deposit, the landlord must provide an itemized statement of any damages caused to the property and estimated or actual cost for repairing or replacing each item. Any paid receipts for the repair or replacement must be included in the statement. Any remaining funds must be returned to the tenant within thirty (30) days.

Section 2: What other concerning issues are there for the landlord or property manager?

Property Foreclosure

If the landlord is in foreclosure, they are required to notify the tenant of the foreclosure action. **Exhibit J**

Code Violations

If the landlord has any code violations cited by a municipality or oversight body for the previous 12 months, the landlord must disclose the code violation to the tenant. **Exhibit K**

Property Ownership/Management/Agent Disclosure

There is a disclosure requirement about ownership, management and agents working on behalf of the property owner. If there is a change in ownership or management, the tenants must be made aware of the change. **Exhibit L**

Retaliatory conduct

The landlord may not increase rent, decrease services, threaten to bring action for unit possession, or refuse to renew a rental agreement because the tenant has: complained of code violations; has sought assistance of a community organization, legal aid organization, or news media; requested the landlord



make repairs as required by the rental agreement; joined a tenant union; or testified in administrative court about the condition of the property.

Lockouts

Lockouts are strictly prohibited by State and County law for ALL residential rentals.



Section 3: Exhibits A through L

Sample

Disclosures and Tenant Notification Templates



Exhibit A: Landlord Exemption Notice Disclosure

Cook County Residential Tenant and Landlord Ordinance (RTLO)

The unit under this rental agreement is exempt from the regulations and provisions of the RTLO, except Section (Sec. 42-813) which prohibits lockouts.

RTLO exemptions include:

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 premises;
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 boardinghouses, 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 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.

Tenant Signature

Date



Exhibit B: Prohibited Provisions/Lease Agreements

Cook County Residential Tenant and Landlord Ordinance (RTLO)

1. Agreement to waive or to forego rights or remedies under this Article, Illinois state law, or federal law;
2. Authorization of a confession of judgment, or any entry of a judgment by a court without written notice or a trial, for any claim, including but not limited to debts, liabilities, damages, and obligations, arising out of the rental agreement;
3. Agreement to a waiver of: any written termination of tenancy notice or manner of service thereof provided under state law or this Article, summons, copy of complaint, petition, right to notice, motion, entry of appearance, or other documents from the court as established through judicial process in the manner provided by the Illinois Code of Civil Procedure, 735 ILCS 5/2-201, et seq., or any action, regardless of good cause or cost;
4. Agreement to a non-disparagement clause that limits any written or oral statements, remarks, or other communications to be made by tenants regarding the landlord, property, management, staff, officers, directors, representatives, investors, shareholders, administrators, affiliates, employees, affiliated corporations, divisions, or subsidiaries, whether they are public or private, or direct or indirect statements;
5. Agreement to the limitation of any liability of the tenant or landlord arising under law or to indemnify the tenant or landlord for any liability or the costs connected therewith;
6. Agreement to waive the right of any party to a trial by jury;
7. Agreement that in the event of a lawsuit arising out of the tenancy the tenant will pay the landlord's attorney's fees except as provided for by court rules, statute or Ordinance. This paragraph shall also apply to a mobile home owner who rents a manufactured home lot in a mobile home park. The terms "tenant", "manufactured home" or "mobile home," "lot," and "mobile home park," are defined or used in the Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745 et seq.;
8. Agreement that either party may cancel or terminate a rental agreement at a different time or within a shorter time period than the other party, unless such provision is disclosed in a separate written notice;
9. Agreement that a tenant shall pay a charge, fee or penalty in excess of \$10.00 per month for the first \$1,000.00 in monthly rent plus five (5) percent per month for any amount in excess of \$1,000.00 in monthly rent for the late payment of rent. This paragraph shall also apply to a mobile homeowner who, rents a manufactured home lot in a mobile home park. The terms "tenant", "manufactured home" or "mobile home," "lot," and "mobile home park," are defined or used in the Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745 et seq.;



10. Agreement that a tenant shall receive a discount in excess of \$10.00 per month for the first \$1,000.00 in monthly rent plus five (5) percent per month for any amount in excess of \$1,000.00 in monthly rent if the tenant pays rent before a specified date or within a specified time period in the month;

11. Agreement that a landlord may apply rent payments to a charge other than rent, including but not limited to utilities, fines, late fees or other charges;

12. Agreement that the landlord shall not impose a fee in excess of the reasonable cost of that expense, including, but not limited to, credit-check fees and move-in fees. A landlord shall not rename a fee or charge to avoid application of this prohibition.

Section 42-804 (F)

Tenant Signature

Date



Exhibit C: Move-in Fee Disclosure

Cook County Residential Tenant and Landlord Ordinance (RTLO)

Tenants moving into the unit are responsible for a move-in fee. These fees are related to the costs associated with the move. The following is a list of estimated costs incurred by the landlord.

Check all boxes that apply.

Estimated Amount

Trash and/or debris removal

Administrative oversight

Security of the building

Cleaning and maintenance

Elevator reservation

Damages to hallways or stairwell

Homeowners Association (HOA) Fee for move-in/out

Processing of mailbox identification

Processing of entrance to property and property amenities

Fees not listed above:

Tenant Signature

Date



Exhibit D: Utility Cost Disclosures

Cook County Residential Tenant and Landlord Ordinance (RTLO)

Responsibility for paying utilities is the,

- Landlord
- Tenant

If the landlord is responsible for paying utilities, an estimate of the utility costs must be provided.

It is estimated that costs for utilities are: _____
(indicate month or year)

If the tenant is responsible for paying utilities, an estimate of utility costs should be provided, if known.

Known utility costs are estimated to be: _____
(indicate month or year)

- Unknown to the landlord

Tenant Signature

Date



Exhibit E: 60-Day Lease Termination Disclosure

Cook County Residential Tenant and Landlord Ordinance (RTLO)

Lease termination notices must be sent to tenants at least 60 days prior to the lease termination.

Please be advised that tenants are not required to acknowledge the lease termination any earlier than 60 days prior to the scheduled termination.

The lease agreement for the property at address (include unit number):

Will expire on this date:

_____, 202__

Please be aware that a written record of this tenant notification will be on file with the date and type of communication (email, mail, text, etc.) the notification was sent to the tenant. The termination must be acknowledged in some form by the tenant. It does become effective on the expiration date even if there is no acknowledgement by the tenant.

Tenant Signature

Date



Exhibit F: Bed Bug Remediation Disclosure

Cook County Residential Tenant and Landlord Ordinance (RTLO)

This is to acknowledge that bed bugs have been detected. This confirms that service to eliminate bed bugs will occur as soon as possible.

A record of this notice will be saved within the tenant's file.

Notice to the tenant was sent via (check one):

- Email
- Text message
- Mail
- Verbal, directly to the tenant

Date notice sent: _____, 202__

Tenant Signature

Date



Exhibit G: Copy of RTLO Summary Disclosure

Cook County Residential Tenant and Landlord Ordinance (RTLO)

A copy of the Cook County RTLO summary has been provided to the tenant. (Attach the Summary approved by the County.)

A record of providing this disclosure will be saved within the tenant's file.

Date and manner summary provided: _____, 202__

Via ___ text (note: might not be practical)
 ___ email
 ___ writing/physical copy

Tenant Signature

Date



Exhibit H: Security Deposit Financial Institution Disclosure

Cook County Residential Tenant and Landlord Ordinance (RTLO)

The funds collected for security deposit will be held at (name and address must be provided):

(Name) _____

(Address) _____

(City, State) _____, Illinois

A record of providing this disclosure will be saved within the tenant's file.

Date provided: _____, 202__

Tenant Signature

Date



Exhibit I: Security Deposit Financial Institution Transfer Disclosure

Cook County Residential Tenant and Landlord Ordinance (RTLO)

The funds collected for security deposit have been moved to (name and address must be provided):

(Name) _____

(Address) _____

(City, State) _____, Illinois

A record of providing this disclosure will be saved within the tenant's file.

Date provided: _____, 202__

Tenant Signature

Date



Exhibit J: Foreclosure Disclosure

Cook County Residential Tenant and Landlord Ordinance (RTLO)

The rental property located at:

Is currently subject to litigation seeking foreclosure of the mortgage secured by the property.

A record of this notice will be saved within the tenant's file.

Date notice sent: _____, 202__

Tenant Signature

Date



Exhibit K: Code Violations Disclosure

Cook County Residential Tenant and Landlord Ordinance (RTLO)

- All code violations have been resolved for the property within the last year/12 months.
- No code violations have been issued for the property within the last year/12 months.

The following code violations have been issued to this property within the past year/twelve months.

Tenant Signature

Date



Exhibit L: Change of Ownership, Management, Agent Disclosure

Cook County Residential Tenant and Landlord Ordinance (RTLO)

The rental property located at:

(Address) _____

(City, State) _____

Transferred (check all that apply):

- Ownership
- Management

From _____ (owner)

_____ (manager/management company)

To

_____ (owner)

_____ (manager/management company)

Contact Info: _____

A record of this notice will be saved within the tenant's file.

Date notice sent: _____, 202__

Tenant Signature

Date