

Protect Cook County Renters

PASS THE RESIDENTIAL TENANT LANDLORD ORDINANCE

245,000+

suburban renters don't have basic rights and protections

Facts

- 43% of suburban Cook County residents are renters
- Chicago, Evanston, and Mount Prospect tenants are already protected
- 64% of Cook County renters are low-income
- Between March and August 2020, 3,339 eviction cases were filed in Cook County
- According to the Center for American Progress, renters of color are more cost-burdened, and neighborhoods with more renters of color have higher rates of eviction
- Legacies of housing discrimination makes it more difficult for people of color to find alternate housing – even if they had the means – and can have longstanding impacts on a family's financial security

Process

20	hours of meetings with: Chicagoland Apartment Association, Neighborhood Building Owners Association, Illinois REALTORS, Housing Action Illinois, Chicago Area Fair Housing Alliance, and Lawyers' Committee for Better Housing and others
40+	concessions and changes based on feedback from the groups representing landlords
6	rounds of comprehensive edits
65+	organizations across Cook County that support the RTLO
Too many	emails received by Commissioners from community members

Key Landlord Protections

- Exemptions for “mom and pop” small owners, single-family homes where an owner cannot sell, and Single Room Occupancy housing that serves the most vulnerable residents
- Protections against property destruction
- Clear regulations for how a landlord can dispose of abandoned property
- Consistent Countywide rules with common sense lease termination notices and guidelines for how landlords can evict renters
- Clarity of obligations, including in extreme cases such as foreclosure
- Two-business day right to cure for not disclosing administrative aspects of security deposit, not disclosing the names of individuals authorized to enter a unit, not keeping the premises free from bed bugs, and not disclosing ownership information or transfer
- Affirmative defense mechanism for landlords by which they can overcome allegations of retaliation
- Allows landlords to enter dwellings without prior notice for emergency repairs

Key Tenant Rights

- Allows tenants facing eviction to clear the case with a one time Pay-to-Stay provision
- Protects against unreasonable and undisclosed fees, such as renaming “security deposits” as “move in fees” so that landlords can keep them
- Prohibits lease terms that waive notices or require renters to “confess judgment”
- Clearly outlines late rent fees and disallows exorbitant interest rates on late rent
- Improves procedures for renters to withhold rent to pay for minor repairs and encourage landlords to make repairs
- Enforces renters’ rights to not to be locked out of their homes
- Requires all landlords to return security deposits, prohibits excessive security deposits, and sets up penalties when security deposits are not returned
- Restricts retaliatory conduct against tenants for filing a complaint, including unlawful entry or a lawful entry in an unreasonable manner

Key Concessions

- Exempted types of single-family dwellings, Single Room Occupancy (SRO) dwellings, and owner-occupied dwellings of six units or less
- Reviewed damages and assigned only to the worst health and safety violations such as failing to disclose cited building code violations or lead paint
- Decreased the ceiling for the $10 late-fee cap to $1,000 from $1,500
- Reduced the time for lease renewal notifications to 60 days from 90 days, and for lease termination for material noncompliance to 10 days from 30 days
- Added an affirmative defense mechanism for landlords
- Added rights to cure throughout the ordinance, including for example: failure to disclose a security deposit was transferred to a different bank, material noncompliance with the rental agreement, and not disclosing the names of individual authorized to enter a unit
- Extended the time for returning a security deposit under normal circumstances to 30 days from 21 days
- Added additional flexibility in what a landlord may provide to a tenant to disclose utility bills that the landlord pays
- Allow move-in fee itemized costs to include a "reasonable estimate"
- Transferred the burden of notification from landlord to the tenant, where the landlord fails to provide the publicly posted summary of the RTLO or fails to provide any of the administrative security deposit disclosures, the tenant must not only notify the landlord of this breach but also notify the landlord of their two-business day right to cure

Thank you.

Together, we can protect Cook County renters.