

2026 Exclusive Right to Lease Listing Agreement

IMPORTANT MESSAGE

The Board of Directors of the Chicago Association of REALTORS® has passed a resolution concerning the acceptance of security deposits (or any other deposits) in lease transactions within the City of Chicago.

It is the policy of the Chicago Association of REALTORS® that some provisions within the Chicago Residential Landlord Tenant Ordinance (CRLTO) are difficult if not impossible for owners of rental properties and agents acting on their behalf to comply with as it subjects the landlord to extraordinary penalties for even the most innocent of errors. Specifically, the mishandling of security deposits or interest payments on those deposits automatically provides penalties in the amount of:

- Two times the security deposit + the return of the original value of the initial security deposit + the properly calculated interest + “reasonable” plaintiff’s attorney’s fees.

Included in this Exclusive Right to Lease Listing Agreement are the Chicago Residential Landlord and Tenant Ordinance Summary (CRLTO) and the 2026 Residential Landlord and Tenant Ordinance Rate of Interest on Security Deposits. A full copy of the ordinance can be found at: <https://www.chicago.gov/city/en/depts/doh/provdrs/landlords/svcs/residential-landlord-and-tenant-ordinance.html>

We strongly recommend owners and their agents of ANY residential property, including condominiums, to consult with an attorney prior to accepting any deposits.





FOR INFORMATIONAL PURPOSES ONLY

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This worksheet can be completed by a landlord to provide relevant information to their brokerage to assist the brokerage to market and lease a property.

Landlord shall be responsible for all information provided in this worksheet and acknowledges that their brokerage will use the information provided below to market the property and respond to tenant inquiries.

Landlord acknowledges that their property may be governed by Federal, State, County, or other local landlord tenant statutes, rules, and ordinances. Landlord is responsible for complying with all requirements of any Federal, State, County, or locally imposed statute, rule, or ordinance.

1. PROPERTY: This worksheet is for the property located at:

Address (including unit number, if applicable) _____ City _____ State _____ Zip _____

2. LANDLORD INFORMATION: This information will be entered into a lease exactly as shown below.

Name(s): _____

Address: _____

Phone Number(s): _____

Email(s): _____

Yes No Landlord is a Licensed Leasing Agent, Broker or Managing Broker in the State of Illinois.

Landlord's Property Insurer (Required for properties with 4 units or more):

Insurance Company for Property: _____

Address: _____ Phone: _____

3. CURRENT OCCUPANTS:

The property is currently tenant occupied: Yes No

If yes, the current occupant's contact information and lease term are below.

Name(s): _____

Phone Number(s): _____

Email(s): _____

Lease End Date: _____

4. LEASE INFORMATION AND TERMS:

Rental Price: _____

Earliest start date property can be leased: _____

Landlord is seeking a lease term of: 6 Months 1 Year Other: _____

- Landlord's Lease Preference: Chicago Association of REALTORS® Chicago Residential Lease
 Mainstreet Organization of REALTORS® Cook County Suburban Lease
 Mainstreet Organization of REALTORS® Outside Cook County Suburban Lease
 Landlord will provide lease.
 Other: _____

The property is being leased: Unfurnished Furnished

Heat for the property is paid for by: Tenant Landlord/Supplied by Building

Heat Supply is: Electric Gas Other: _____

38 The rent INCLUDES the following: Heat Water Electricity Gas Basic Cable Satellite Internet Lawn Care
39 Snow Removal Other _____
40 Appliances Included: Refrigerator Microwave Oven/Range Dishwasher Washer Dryer Other _____
41 Parking Availability: Parking (check one) [is available] OR [is not available] to lease with the property.
42 If Available: Parking (check one) [is included] OR [is not included] in the rent.
43 # of Parking Spaces Available _____. Location/Description of Parking Space(s) _____
44 If Not Included: Parking is available for lease directly from **landlord** for \$_____ per _____.
45 Parking is available for lease from a **3rd party** for \$_____ per _____.
46 Storage Availability: Storage (check one) [is available] OR [is not available] to lease with the property.
47 If Available: Storage (check one) [is included] OR [is not included] in the rent.
48 # of Storage Spaces Available _____. Location/Description of Storage Space(s) _____
49 If Not Included: Storage is available for lease directly from **landlord** for \$_____ per _____.
50 Storage is available for lease from a **3rd party** for \$_____ per _____.
51 Smoking is allowed inside the property: Yes No
52 Renter's Insurance is required of the tenant: Yes No

53 **5. PET INFORMATION:**

54 ***A person with a service or emotional support animal must not be denied housing on that basis. A service or emotional support animal,***
55 ***when it comes to housing, is not a pet. Therefore, pet policies and pet deposits/fees do not apply.***

56 Cats Allowed: Yes No
57 Dogs Allowed: Yes No If yes, weight limit restriction (if any): _____ Breed restrictions (if any): _____
58 Fish Tanks Allowed: Yes No
59 Total pet count limit (if any): _____
60 Pet Rent/Fees* (if any): _____
61 *Pet rent/fees do not apply to service or emotional support animals.
62 Misc. pet restrictions/information/instruction: _____

63 **6. ADDITIONAL FEES**

64 If a fee is not applicable, put N/A
65 Application Fee: \$ _____
66 Non-Refundable **Move-in** Fee to Landlord: \$ _____ Non-Refundable **Move-in** Fee to Homeowner's Association: \$ _____
67 Non-Refundable **Move-out** Fee to Landlord: \$ _____ Non-Refundable **Move-out** Fee to Homeowner's Association: \$ _____
68 Refundable Moving Deposit: \$ _____
69 Other: _____

70 **7. SECURITY DEPOSIT**

71 ***The information provided in this paragraph is not exhaustive and is not legal advice. Landlord shall consult with an attorney regarding***
72 ***compliance or questions surrounding security deposits and the Chicago Residential Landlord Tenant Ordinance.***
73 Some provisions within the Chicago Residential Landlord Tenant Ordinance (CRLTO) may be difficult for landlords and agents acting on their
74 behalf to comply with, and may subject the landlord to penalties for noncompliance. **Landlords of residential property, including**
75 **condominiums, should consult with an attorney prior to accepting any security deposits.**
76
77 Landlord requires a security deposit to lease the unit. Yes No
78 If yes, what is the amount of the security deposit? \$ _____
79 If yes, the lease must state the following: **1.** Name of Bank holding deposit; and **2.** Address of Bank holding
80 deposit. **The bank must be located in the State of Illinois. See the CRLTO for a list of all requirements.**
81 Bank Name: _____
82 Bank Address: _____

83 **8. TENANT SCREENING CRITERIA:**

84 *The information provided in this paragraph is not exhaustive and is not legal advice. Landlord shall consult with an attorney regarding*
85 *compliance or questions surrounding Cook County's Just Housing Amendment.*

86 *Cook County's Human Rights Ordinance prohibits discrimination against Section 8 voucher holders and discrimination based on certain criminal*
87 *backgrounds. Cook County's Just Housing Amendment went into effect January 1, 2020 to assist individuals with previous criminal records in*
88 *obtaining housing. Landlords are not required to conduct a criminal background check, however, if they do, they are prohibited from denying*
89 *housing based on previous arrest records and requires landlords to perform individualized assessments prior to making the decision to deny*
90 *housing. A landlord may not include phrases such as "no criminal history", "no arrest history", "no felons", etc... when advertising property for*
91 *lease.*

92 *The Just Housing Amendment also requires landlords to provide their tenant selection criteria to an applicant **before** accepting an application*
93 *fee. The tenant selection criteria shall describe how an applicant will be evaluated.*

94 *For more information, review the [Just Housing Amendment Resource Page](#) provided by the Cook County Commission on Human Rights.*

95 Landlord requires a credit report for all applicants. Yes No

96 If yes, what is the minimum credit score criteria? _____

97 Landlord has a minimum income-to-rent ratio for all applicants. Yes No

98 If yes, what is the minimum income-to-rent ratio? _____

99 Landlord requires a criminal background check for all applicants. Yes No

100 *If requiring a background check, please review the [Just Housing Amendment Resource Page](#), including the multi-step process on*
101 *how to screen and individually assess tenants when requiring a background check. Note that under the Just Housing Amendment,*
102 *a landlord is required to first prequalify an applicant based on any screening criteria such as credit history, employment, income,*
103 *payment delinquencies, bankruptcies, etc... If an applicant does satisfy the prequalification criteria, the landlord shall notify the*
104 *applicant of prequalification and, if the landlord so requires, may then proceed with completing a criminal background check.*

105 Landlord accepts co-signers or guarantors for a lease, if needed. Yes No

106 Other tenant screen criteria required by landlord: _____

107 *IT IS ILLEGAL FOR EITHER LANDLORD OR BROKERAGE TO REFUSE TO DISPLAY, LIST, LEASE OR SELL, OR REFUSE TO NEGOTIATE FOR THE LEASE*
108 *OR SALE OF, OR OTHERWISE MAKE UNAVAILABLE OR DENY, REAL ESTATE TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED*
109 *CLASS, E.G.: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, FAMILIAL*
110 *STATUS, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT OR FEDERAL FAIR HOUSING LAWS.*

111 **9. MISCELLANEOUS LEASE TERMS**

112 _____
113 _____
114 _____

115 **Landlord represents the information provided in this worksheet is true and accurate as of the date referenced below. Landlord will promptly**
116 **notify its agent of any changes to the information referenced in this worksheet.**

117 _____
118 Landlord Signature Date

_____ Date
Landlord Signature Date

119 _____
120 Landlord Name

_____ Landlord Name

This contract is intended to be a binding Real Estate contract. This contract is not a government-specified form. The Brokerage and Landlord may negotiate any of the terms of this contract before signing. The amount and how Brokerage commissions are formulated are not set by law and are fully negotiable prior to execution of this contract.

- 1 **1. PARTIES.** This Exclusive Right to Lease Listing Agreement ("**Agreement**") is made and entered into by and between sponsoring
2 broker _____ ("**Brokerage**") and _____ ("**Landlord**").
3 Landlord hereby appoints Brokerage as its exclusive Brokerage for the leasing of the property described below. During the Term
4 (as defined below), the parties hereby agree that Brokerage shall have the exclusive right ("**Exclusive Right**") to provide Landlord
5 leasing services for the Property, and Landlord shall not appoint or hire any other person or entity to provide similar leasing
6 services for the Property.
- 7 **2. TERM.** The term of this Agreement shall begin on _____, 20____ ("**Effective Date**") and shall expire
8 upon the earlier of (a) the full execution of a lease for the Property ("**Property Lease**"); (b) the Closing (as defined below) of a
9 Property Sale (as defined below); or (c) until 11:59 P.M. on _____, 20____, at which time this Agreement
10 shall automatically terminate ("**Termination Date**"), unless otherwise terminated pursuant to the terms and conditions of this
11 Agreement. Notwithstanding anything in this paragraph to the contrary, in the event that the Termination Date is more than one
12 year from the Effective Date, Seller may terminate this Agreement on 11:59 p.m. on the date that is one year after the Effective
13 Date (deemed the "Termination Date" if applicable) by providing 30 days prior written notice to Brokerage. Upon the Termination
14 Date, this Agreement shall immediately terminate and the obligations of both parties shall cease; provided, however, such
15 termination shall not alter Landlord's obligation to pay (or cause Brokerage to be paid) any and all earned Listing Brokerage
16 Compensation (as defined below) or Property Sale Commission (as defined below), along with all other amounts due to Brokerage
17 pursuant to the terms and conditions of this Agreement.
- 18 **3. RENTAL PRICE.** Landlord authorizes Brokerage to market the Property for lease at a price of \$_____ per month
19 ("**Rental Price**"). At Landlord's written direction, the rental price may be changed from time to time. If Landlord has not accepted
20 an application by _____, 20____ at 11:59 p.m., then the Rental Price shall be changed to
21 \$_____ per month.
- 22 **4. PROPERTY.**
23 Address: _____ Unit Number(s): _____
24 City: _____ State: _____ Zip Code: _____ ("**Property**")
- 25 **5. ACCESS AND AVAILABILITY.** Landlord understands and agrees that the Property may be subject to certain local laws governing
26 access to tenant-occupied rental units in the Property. Landlord agrees to comply with any federal, state, or local law with respect
27 to Landlord's right of access and to cooperate in serving any notice necessary to be served to a current tenant to provide access
28 to the Property for showings, inspections, or other activities in furtherance of this Agreement. Brokerage or Designated Agent
29 shall have no obligation to access a tenant-occupied rental unit in the Property if doing so would violate any federal, state, or local
30 law with respect to Landlord's right of access.
- 31 **6. PARKING AND STORAGE.**
32 Parking (**check one**) [IS] **OR** [IS NOT] available to lease with Property.
33 If available, the parking space number(s) is: _____ and (**check one**) [is included in the Rental Price] **OR** [is available
34 separately at an additional \$_____ per month per space.]
35 Storage (**check one**) [IS] **OR** [IS NOT] available to lease with Property.
36 If available, the storage space number(s) is: _____ and (**check one**) [is included in the Rental Price] **OR** [is available
37 separately at an additional \$_____ per month per space.]
- 38 **7. DESIGNATED AGENT.** Brokerage and Landlord hereby agree that (a) _____,
39 a sponsored licensee of Brokerage, shall be Landlord's exclusive designated agent ("**Designated Agent**") under this Agreement
40 and (b) neither Brokerage nor any other sponsored licensees of Brokerage will be acting as agent for Landlord. Brokerage shall

41 have the discretion to appoint a substitute designated agent for Landlord as Brokerage determines necessary, and Landlord shall
42 be advised within a reasonable time of any such substitution. Landlord understands and agrees that Brokerage and any of
43 Brokerage's other sponsored licensees may enter into agreements with prospective tenants of the Property as agents for those
44 tenants.

45 **8. MINIMUM SERVICES.** Pursuant to the Illinois Real Estate License Act of 2000, 225 ILCS 454/1 et seq., as amended, Brokerage,
46 through the Designated Agent, must provide Landlord with the following minimum services through the expiration or earlier
47 termination of this Agreement: (a) accept and present Landlord with any applications, offers, and counteroffers to lease the
48 Property or any portion thereof; (b) assist Landlord in developing communications and negotiating the terms, as applicable, of
49 applications, offers, counteroffers and notices that relate to leasing of the Property; and (c) answer Landlord's questions relating
50 to such applications, offers, counteroffers, and notices.

51 **9. DISCLAIMERS OF BROKERAGE DUTIES.** Landlord understands and agrees that certain laws, ordinances, and other such regulations
52 (the "**Applicable Laws**") apply to the leasing of residential real estate, including, but not limited to, the rights and responsibilities
53 of parties under a lease, required disclosures, the administration of the application and lease before, during, and after the term
54 of the lease, and the methods used to adhere to such legal requirements. The Applicable Laws are complex, may not often contain
55 a right to cure for Landlord, and often must be performed in strict compliance with Applicable Laws. Failure to adhere to the
56 Applicable Laws may provide Approved Tenant (as defined below) with a right to terminate the Property Lease (as defined below)
57 and/or a right to damages, fines and penalties, and attorneys' fees. Landlord should seek advice of legal counsel to ensure
58 compliance with the Applicable Laws and acknowledges and agrees that Brokerage has not given Landlord any legal advice nor is
59 Landlord relying on any such advice from Brokerage or Designated Agent.

60 In the event that Brokerage or Designated Agent agrees to facilitate on Landlord's behalf the collection of credit checks or other
61 application information from a person or party interested in leasing the Property from Landlord ("**Prospective Tenant**"), neither
62 Brokerage nor Designated Agent make any representations or warranties as to the Prospective Tenant's credit-worthiness or
63 suitability as a tenant, with any determinations as to such credit-worthiness or suitability being made solely by Landlord, at its
64 discretion.

65 In the event that Brokerage or Designated Agent agrees to facilitate on Landlord's behalf the collection of a security deposit, if
66 any, or other agreed upon fees from the Prospective Tenant or the Approved Tenant, Brokerage or Designated Agent's obligation
67 is limited solely to sending same to Landlord to facilitate the Property Lease transaction. Landlord shall be solely responsible for
68 the deposit of any security deposit in an appropriate account, the holding of the security deposit, the return of the deposit, and
69 the payment of any interest due on the security deposit. Brokerage acknowledges and agrees that it has no right, title, or interest
70 in any security deposit collected pursuant to this Agreement and shall immediately deliver all security deposits to Landlord upon
71 receipt. Upon delivery of any security deposit to Landlord, Brokerage shall have no further responsibility in relation to the return
72 of such security deposit to a Prospective Tenant or an Approved Tenant.

73 Upon approval of a Prospective Tenant by Landlord, Brokerage or Designated Agent will present the Prospective Tenant (or
74 Prospective Tenants' representative) with a lease for execution ("**Property Lease**"). Upon full execution of the Property Lease by
75 Landlord and the Prospective Tenant, the Prospective Tenant then becomes the approved tenant ("**Approved Tenant**").
76 Brokerage or Designated Agent will fill out any lease form provided by Landlord or will use a form promulgated by the local realtor
77 association that is customarily used in the geographical area containing the Property. Landlord acknowledges and agrees that
78 neither Brokerage nor Designated Agent shall be responsible for the contents of the Property Lease and that Landlord should
79 consult with Landlord's attorney to determine the suitability of the Property Lease. Unless directed otherwise by Landlord,
80 Brokerage acknowledges that it has no right to negotiate with Prospective Tenant the terms of the Property Lease, including those
81 relating to the rental term, Rental Price, and security deposit.

82 Brokerage takes no responsibility for the upkeep and/or condition of the Property throughout the term of this Agreement or the
83 Property Lease, and shall have no obligation relating to the Property or the Property Lease after the expiration or earlier
84 termination of this Agreement.

85 **10. LANDLORD DUTIES, RESPONSIBILITIES AND OBLIGATIONS.** Landlord represents and warrants that it has the full and absolute
86 right, power, authority, and capacity to enter into and perform this Agreement and that it is the sole record and beneficial
87 Landlord of the Property. Landlord acknowledges and agrees that Brokerage has no rights or interest in any security deposit

88 collected pursuant to this Agreement. Landlord also agrees that it is Landlord's sole responsibility to safeguard all personal
89 property at the Property before showings of the Property to third-parties, including, but not limited to, open houses. Landlord
90 further acknowledges and agrees that Brokerage has no responsibility or duty to safeguard personal property at the Property
91 and agrees to waive any and all claims against Brokerage relating to damages to or theft of personal property and to hold
92 Brokerage harmless from any and all damages to or theft of any personal property. If the Property is currently leased, Landlord
93 agrees to advise Landlord's tenant of the foregoing.

94 A. **Landlord Terms of Agreement.** From and after the Effective Date of this Agreement, Landlord agrees to: (a) cooperate
95 fully with Brokerage and the Designated Agent with regard to the leasing of the Property; (b) refer all leasing or
96 purchasing inquiries to Brokerage and the Designated Agent; (c) allow access to the Property and entry by Brokerage or
97 representative, the Designated Agent and/or cooperating brokers (whether alone or accompanied by Brokerage or
98 Designated Agent) for the purpose of showing the Property to Prospective Tenants; (d) notify Landlord's tenant of
99 Landlord's relationship with Brokerage regarding rights of access to the Property and all other rights conferred by this
100 Agreement; (e) exercise the utmost good faith in considering Prospective Tenants; (f) conduct all negotiations
101 regarding the Property through Brokerage or Designated Agent; (g) assume all obligations and costs associated with the
102 Property, including, but not limited to, assessments, mortgage, taxes, maintenance, and utilities; (h) immediately
103 execute the Property Lease upon the selection of an Approved Tenant; and (i) pay Brokerage the Listing Brokerage
104 Compensation or Property Sale Commission, as applicable, pursuant to the terms of this Agreement.

105 B. **Required Information.** Landlord agrees to provide the following items or information to Designated Agent:
106 a. A complete set of keys/fobs/parking remotes and access to the Property (building and unit, as applicable) as of
107 the Effective Date.
108 b. A complete copy of the most recent Building Rules and Regulations & Move-in Packet and Procedures, if
109 applicable.
110 c. The complete written instructions for maintenance, use, and testing of smoke detector(s) and carbon monoxide
111 detector(s) inside the Property.
112 d. Any applicable disclosures for the Property, including but not limited to: (i) Lead-Based Paint Disclosure; (ii)
113 Radon Disclosure; (iii) Bed Bug Disclosure; (iv) Heat Disclosure; (v) Recycling Disclosure.
114 e. Completed Rental Property Information Worksheet

115 C. **Lock Box Authorization.** Landlord (***check one***) [does] **OR** [does not] authorize Brokerage and its agent to place
116 an electronic or combination lock box on the Property in accordance with the terms and conditions of this Agreement
117 for the purpose of providing a means to access the Property by (a) cooperating real estate agents and (b) other parties
118 customarily involved in a real estate transaction including vendors or service providers, provided that other parties are
119 accompanied by Brokerage or Designated Agent, or prior notice is given to Landlord of each access by vendors or service
120 providers and Seller does not object.

121 In addition to the authorization granted above, Landlord also authorizes the following unlicensed individuals (example:
122 unlicensed assistant, photographer, etc..) access to the lock box whether they are accompanied or unaccompanied by
123 Brokerage or Designated Agent: _____ . Additional
124 authorizations may be provided by Landlord in writing. Landlord may provide authorization for additional individuals to
125 access the Property using the Lock Box by providing written permission (e.g. by email, text message, or letter) to
126 Designated Agent.

127 Whether authorized here or in the future by Landlord's written direction, Landlord shall hold Brokerage, its agents, and
128 any Multiple Listing Service, of which Brokerage is a participant, harmless from any and all liability, claims, judgments,
129 obligations, or demands against Brokerage and/or Designated Agent as a result of Landlord's authorization to use a "Lock
130 Box," including, but not limited to, any and all liabilities and costs, including reasonable attorneys' fees, incurred by
131 Brokerage and/or Designated Agent as a result of this authorization, except for any criminal or gross negligence on the
132 part of Brokerage and/or Designated Agent. If no selection is made, Landlord shall be deemed to have provided
133 Brokerage and its agent the authorizations provided in this subsection.

134 D. **Local Ordinances; Security Deposit.** Landlord should seek advice of legal counsel to assure compliance of laws and
135 ordinances.

136 **If Property is located in the City of Chicago** and governed by the Chicago Residential Landlord and Tenant Ordinance,
137 Landlord acknowledges receipt of the Chicago Residential Landlord and Tenant Ordinance Summary (the "**Ordinance**")
138 and most recent Residential Landlord and Tenant Ordinance Rate of Interest on Security Deposits (Municipal Code of
139 Chicago, Section 5-12-170; 5-12-080; and 5-12-081). The Ordinance requires landlords to keep tenant security deposits
140 in a separate ILLINOIS branch of a FDIC insured bank account located in Illinois and said information to be incorporated
141 in the lease with the bank name and branch address on the front page of the lease (Municipal Code of Chicago, Section
142 5-12-080 and 5-12-081). If Landlord chooses to accept and hold a security deposit, then Landlord agrees to provide the
143 bank name and branch address of the bank that will hold the Approved Tenant's security deposit, prior to the full
144 execution of the Property Lease between Landlord and the Approved Tenant.

145 **If Property is located outside the City of Chicago;** Landlord acknowledges that the Property may be governed by other
146 Federal, State, County, or local landlord tenant statutes, rules, or ordinances. Landlord is responsible for complying with
147 all requirements of any Federal, State, County, or local statutes, rules, or ordinances.

148 E. **Locks.** After the Property has been vacated and on or before the day that an Approved Tenant takes possession of the
149 Property, Landlord shall change or rekey the immediate access point(s) to the Property or the Approved Tenant's
150 individual dwelling unit within the Property unless Landlord provides the Approved Tenant the right to change or rekey
151 the Property or the Approved Tenant's individual dwelling unit in accordance with Section 15 of the Landlord Tenant Act
152 (765 ILCS 705/15).

153 **11. FAIR HOUSING AND NONDISCRIMINATION. IT IS ILLEGAL FOR EITHER LANDLORD OR BROKERAGE TO REFUSE TO DISPLAY, LIST,**
154 **LEASE OR SELL, OR REFUSE TO NEGOTIATE FOR THE LEASE OR SALE OF, OR OTHERWISE MAKE UNAVAILABLE OR DENY, REAL**
155 **ESTATE TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G.: RACE, COLOR, RELIGION, NATIONAL**
156 **ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, FAMILIAL STATUS, OR ANY OTHER CLASS**
157 **PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT OR FEDERAL FAIR HOUSING LAWS. LANDLORD AND BROKERAGE**
158 **ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF STATE AND LOCAL (CITY AND/OR COUNTY) HUMAN**
159 **RIGHTS OR FAIR HOUSING ORDINANCES IF ANY AND AGREE TO COMPLY WITH SAME.**

160 **Landlord Initials:** _____ **Landlord Initials:** _____

161 **12. LISTING BROKERAGE COMPENSATION.** For providing its services to Landlord pursuant to the Agreement, Landlord agrees to pay
162 an upfront fee to Brokerage for professional services in the amount of (**check one**) \$ _____ ("**Listing Fee**") **OR** None.
163 Unless stated otherwise in the Agreement, the Listing Fee (if applicable) is non-refundable and due upon signing of the Agreement.

164 In addition to the Listing Fee, Landlord agrees to pay Brokerage, or cause Brokerage to be paid, for the services rendered under
165 the Agreement as follows: (**check all that apply**)

166 A. **Percentage Commission.** Landlord shall pay a rental commission of _____% [percent] of the (**choose one**) [gross
167 monthly rent set forth in the Property Lease] **OR** [gross annual rent set forth in the Property Lease] plus
168 \$ _____ ("**Rental Commission**").

169 B. **Flat Rate.** Landlord shall pay Brokerage a flat rate of \$ _____ ("**Brokerage Fee**").

170 C. **Unrepresented Tenant Compensation.** If a tenant for the Property is not represented by a licensed real estate broker,
171 for Brokerage's additional ministerial and administrative assistance that may be caused by a tenant being
172 unrepresented, Landlord agrees to pay Brokerage additional compensation of \$ _____ ("**Unrepresented**
173 **Tenant Compensation**"). **Landlord agrees that the Unrepresented Tenant Compensation is in addition to the Rental**
174 **Commission or Brokerage Fee.**

175 D. **Sale Commission.** In the event Landlord enters into a purchase contract with a buyer during the term of the Agreement,
176 Owner agrees to pay Brokerage a sale commission in the amount of _____ % [percent] of the purchase price set
177 forth in the purchase and sale contract plus \$ _____ ("**Sale Commission**").

178 E. **Other.** _____
179 _____ ("**Other Compensation**")

180 The Rental Commission, Brokerage Fee, Unrepresented Tenant Compensation, Sale Commission, and Other Compensation are
181 referred to collectively as "**Listing Brokerage Compensation.**" The Listing Brokerage Compensation shall be due and payable
182 immediately upon the full execution (by Landlord and Approved Tenant) of the Property Lease. Landlord agrees that Brokerage
183 may collect the Listing Brokerage Compensation from the first month's rent check, which shall be payable by the Approved
184 Tenant to Brokerage and shall be collected by Brokerage. If the Listing Brokerage Compensation is greater than the first month's
185 rent check payable by the Approved Tenant, Landlord agrees to pay such difference to Brokerage in the form of a certified check
186 immediately upon the full execution of the Property Lease. If the Listing Brokerage Compensation is less than the first month's
187 rent check payable by the Approved Tenant, Brokerage agrees to provide any over payment to Landlord. Any default by the
188 Approved Tenant under the Property Lease, including failure to pay rent, shall not affect the Listing Brokerage Compensation
189 due hereunder.

190 Additional Compensation Terms: _____
191 _____

192 No amendment or alteration with respect to the amount of Listing Brokerage Compensation or time of payment of Listing
193 Brokerage Compensation shall be valid or binding unless made in writing and signed by the parties hereto. Listing Brokerage
194 Compensation is to be paid at time of execution of the Property Lease.

195 **13. TENANT BROKERAGE COMPENSATION.** Landlord may receive offers from tenants that include, as a term of their application or
196 lease, Landlord's contribution toward the tenant's brokerage compensation. Landlord and tenant may negotiate Landlord's
197 contribution toward tenant's brokerage compensation prior to signing a lease.

198 **In the event that Landlord elects to contribute toward any of tenant's brokerage compensation, the costs for any tenant's**
199 **brokerage compensation is in addition to, and separate from, Listing Brokerage Compensation and will not be paid out of or**
200 **deducted from Listing Brokerage's Compensation.**

201 Acknowledgement: Landlord Initials _____ Landlord Initials _____

202 **14. PURCHASE OF PROPERTY.** If the Approved Tenant, or a Prospective tenant who viewed the Property during the Term of the
203 Agreement, and Landlord enters into a real estate purchase contract (the "**Purchase Contract**") for the purchase of the Property
204 and completes the Closing (as defined below) (a "**Property Sale**"), Landlord agrees to pay Brokerage, or cause Brokerage to be
205 paid, a commission equal to _____% of the purchase price of the Property (as set forth in the Purchase Contract)
206 ("**Property Sale Commission**"). Landlord shall pay the Property Sale Commission to Brokerage at or through the Closing, with
207 such payment being made simultaneously with the disbursement of the Property Sale proceeds and payoff of any mortgage
208 indebtedness on the Property. For the purposes of the Agreement, "**Closing**" shall be defined as the specific date and time when
209 the Property Sale proceeds are disbursed to Landlord, Landlord's designee or Landlord's lender and a deed transferring title of
210 the Property is delivered to the Approved Tenant or Prospective Tenant.

211 **15. DUAL AGENCY.** By checking "Yes" and signing below, Landlord acknowledges and agrees that the Designated Agent may
212 undertake a dual representation (represent both Landlord and a Prospective Tenant or an Approved Tenant) for the sale or lease
213 of the Property. Landlord acknowledges and agrees that Landlord has read the following prior to executing the Agreement:

214 Representing more than one party to a transaction presents a conflict of interest since both parties may rely upon
215 the Designated Agent's advice and the parties' respective interests may be adverse to each other. The Designated
216 Agent will undertake the representation of more than one party to a transaction only with the written consent of
217 ALL parties to the transaction. Any parties who consent to dual representation expressly agree that any agreement
218 between the parties as to any terms of the Property Lease, including the final Rental Price, results from each party
219 negotiating on its own behalf and in its own best interest. Landlord acknowledges and agrees that (a) Brokerage has
220 explained the implications of dual representation, including the risks involved, and (b) Landlord has been advised to
221 seek independent counsel from its advisors and/or attorneys prior to executing the Agreement or any documents in
222 connection with the Agreement.

223 **What the Designated Agent CAN Do For Parties When Undertaking Dual Representation:**

- 224 ● Treat all parties honestly.
- 225 ● Provide information about the Property to the Prospective Tenant or a prospective purchaser.
- 226 ● Disclose all latent material defects in the Property that are known to the Designated Agent.

- Disclose the financial qualification of the Prospective Tenant or a prospective purchaser to the Landlord.
- Explain real estate terms.
- Help the Prospective Tenant or a prospective purchaser arrange for inspections of the Property.
- Explain closing costs and procedures.
- Help the Prospective Tenant or a prospective purchaser compare financing alternatives.
- Provide information about comparable properties that have sold or rented so both parties may make educated decisions on what price to accept or offer.

What a Designated Agent CANNOT Do For Parties When Undertaking Dual Representation:

- Disclose confidential information that the Designated Agent may know about either party without that party's express consent.
- Disclose the price the Landlord will accept other than the Rental Price or listing price, as applicable, without permission of Landlord.
- Disclose the rental price or purchase price, as applicable, the Prospective Tenant or a prospective purchaser is willing to pay without the permission of the Prospective Tenant or a prospective purchaser.
- Recommend or suggest a rental price or purchase price, as applicable, the Prospective Tenant or a prospective purchaser should offer.
- Recommend or suggest a rental price or purchase price, as applicable, the Landlord should counter or accept.

Landlord acknowledges having read these provisions regarding the issue of dual representation. Landlord is not required to accept this Paragraph 15 unless Landlord wishes to allow the Designated Agent to proceed as a dual agent ("**Dual Agent**") in this transaction. By checking "Yes", signing below, and signing the Agreement, Landlord acknowledges that it has read and understands this Paragraph 15 and voluntarily consents to the Designated Agent acting as a Dual Agent (that is, to represent both Landlord and prospective tenant or purchaser, as applicable) should it become necessary.

Landlord must select one option below:

- Yes, I have read the above information and provide my Prior Consent to Dual Agency**
- No, I do not consent to Dual Agency**

Landlord Signature: _____ **Landlord Signature:** _____

INDEMNITY. Landlord hereby indemnifies and holds Brokerage, its members, managers, independent contractors, employees, successors and assigns harmless from and against any and all costs, expenses, claims, demands, liabilities and fees, including reasonable attorneys' fees, whether or not frivolous, incurred by any of them from any and every claim, action or demand relating to and/or arising out of (a) Brokerage's performance of the Services pursuant to the terms of the Agreement; (b) the Property; (c) any Property Leases; (d) Landlord's failure to pay, either in whole or in part, tenant's brokerage compensation when due; and/or (e) breach by Landlord of the terms of the Agreement or any applicable laws, statutes, or ordinances, including local or state landlord-tenant ordinances.

16. PROMOTING AND ADVERTISING PROPERTY PER THE ILLINOIS REAL ESTATE ACT OF 2000, AS REVISED. Brokerage is hereby authorized to promote and advertise the Property as Brokerage deems appropriate, including but not limited to (a) displaying signs on the Property, (b) placing the Property in any Multiple Listing Service (MLS) in which Brokerage participates as of the Effective Date, (c) promoting the Property on Brokerage's internet website, social media accounts, and other brokers' internet websites, and/or through any other advertising medium which Brokerage may subscribe to or otherwise use, and (d) releasing information as to the Rental Price, availability date, security deposit amount, move-in/out fees, and other related information to any MLS in which Brokerage participates as of the Effective Date. Consistent with the foregoing, any internet website which promotes the Property may (a) allow third parties to write comments or reviews about the Property, or display a hyperlink to such comments or reviews, or (b) include an automated estimate of the fair market value of the Property, or display a hyperlink to such an estimate. The foregoing notwithstanding, by checking one or both of the boxes at the end of this Paragraph 17, and writing its initials below, Landlord requests that any internet website under Brokerage's control which promotes the Property, disable or discontinue one or both of the features referenced above. If requested as indicated, Brokerage will disable or discontinue such designated feature(s) on its website and will communicate to each MLS in which it participates that Landlord has elected to have

275 one or both of these features disabled or discontinued. However, notwithstanding any such Landlord request, a broker's internet
276 website may (a) communicate the broker's professional judgment concerning the Property, and (b) notify its customers and
277 visitors to its website that a feature has been disabled or discontinued "at the request of Landlord".

278 Disable/Discontinue Website Features (**check any that apply and initial**):

279 Disable/Discontinue Comments/Reviews regarding Property;

280 Disable/Discontinue Automated Estimate of Market Value of Property.

281 Initial if Checked: Landlord Initials _____ Landlord Initials _____

282 **17. MULTIPLE LISTING SERVICE (MLS).** MLS rules require Brokerage to input Property into the MLS within 48 hours of the Effective
283 Date of this Agreement. If Landlord does not want the Property inputted into the MLS within 48 hours of the Effective Date,
284 Landlord may provide such direction by checking an option below. Landlord understands the implications of not submitting
285 Property into the MLS database and authorizes Brokerage as follows: (**check only one**)

286 A. Do not submit Property to the MLS for a period of _____ calendar days from the Effective Date of this Agreement.

287 B. Do not submit Property to the MLS until _____ (date).

288 C. Do not submit Property to the MLS until additional service(s) (e.g. virtual tours, professional photography, painting,
289 staging, etc.) has been completed.

290 Type of service(s): _____

291 D. Do not submit Property to the MLS during the entire term of this Agreement.

292 E. Do not submit Property to the MLS until given further written notice.

293 **18. DISPUTE RESOLUTION.** The parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, any
294 breach of this Agreement by either party, or Brokerage's relationship with Landlord pursuant to this Agreement shall be resolved
295 only by arbitration or mediation in accordance with the Code of Ethics and Arbitration Manual of the National Association of
296 REALTORS®, as amended from time to time, through the facility of the Chicago Association of REALTORS®. The parties agree to be
297 bound by any mediation agreement or by any award rendered by any professional standards arbitration hearing panel of the
298 Chicago Association of REALTORS® and further agree that any mediation agreement or judgment upon any award rendered by a
299 professional standards arbitration hearing panel of the Chicago Association of REALTORS® may be entered in any court having
300 jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the Chicago
301 Association of REALTORS® to facilitate any arbitration. LANDLORD HEREBY WAIVES WITH RESPECT TO ANY DISPUTE WITH
302 BROKERAGE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, EITHER AS A CLASS
303 REPRESENTATIVE OR CLASS MEMBER OR THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH OTHER INDIVIDUALS.

304 **19. REPRESENTATION OF MULTIPLE LANDLORDS.** Landlord understands and agrees that Brokerage may from time to time represent
305 or assist other Landlords who may be interested in selling or leasing property to the purchasers or tenants with whom Brokerage
306 has a buyer agency contract or with whom Brokerage is working with as a customer. Landlord consents to Brokerage's
307 representation of other Landlords before, during and after the expiration of this Agreement and expressly waives any claims,
308 including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon Brokerage's representation or
309 assistance of other Landlords who may be interested in selling or leasing property to the purchasers or tenants with whom
310 Brokerage has a buyer agency contract or with whom Brokerage is working with as a customer.

311 **20. TERMINATION OF AGREEMENT.**

312 A. **Termination by Mutual Agreement.** The parties may mutually agree to terminate this Agreement at any time, provided
313 that Landlord shall pay to Brokerage any amounts agreed to by the parties, if any, within 5 business days of termination.

314 B. **Termination by Landlord.** Landlord shall have the right to terminate this Agreement at any time and for any reason by
315 providing notice to Brokerage. In the event that Landlord terminates this Agreement pursuant to this subsection for any
316 reason other than a breach of this Agreement by Brokerage, Landlord shall pay to Brokerage, within 5 business days of
317 termination, the greater of (i) any amounts owed pursuant to Paragraph 12 of this Agreement or (ii) the sum of
318 \$_____, which fee shall compensate Brokerage for its services prior to termination, plus Brokerage's
319 reasonable expenses to list and market the Property.

320 C. **Termination by Brokerage.** Brokerage shall have the right to terminate this Agreement at any time and for any reason
321 by providing notice to Landlord. In the event that Brokerage terminates this Agreement pursuant to this subsection for
322 any reason other than a breach of this Agreement by Landlord, Brokerage shall not be entitled to fee or reimbursement
323

324 of Brokerage's costs. In the event that Brokerage terminates this Agreement due to Landlord's breach of this Agreement,
325 Landlord and Brokerage agree that calculating Brokerage's actual damages may be difficult; therefore, Landlord shall pay
326 to Brokerage, within 5 business days of termination, the Listing Brokerage Compensation as defined in Paragraph 12
327 based on the Monthly Rent in the Property Lease, or Rental Price if no property lease, as liquidated damages and to
328 compensate Brokerage for Brokerage's time, expenses and services involved in marketing the Property.

329 **21. NOTICES.** All notices required by this Agreement shall be in writing and shall be served upon and by the parties or their attorneys
330 at the addresses provided in this Agreement, as such addresses may be changed by notice given in accordance herewith. The
331 mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed.
332 Notices may also be served by personal delivery, commercial delivery service, or by the use of a facsimile machine or sent by email
333 and shall be deemed received when delivered. In addition, facsimile or digital signatures shall be sufficient for purposes of
334 executing this Contract and shall be deemed originals.

335 **22. MISCELLANEOUS.**

- 336 A. **Attorneys' Fees.** The prevailing party in any legal action or proceeding brought by one party against the other and arising
337 out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to recover all expenses
338 incurred at, before and after trial, appeal, or review, including, without limitation, reasonable attorneys' fees, witness
339 fees (except and otherwise), deposition costs, copying charges and other expenses.
- 340 B. **Relationship of the Parties.** Brokerage and Landlord acknowledge and agree that Brokerage is acting solely as an
341 independent contractor. Nothing in this Agreement constitutes or should be construed as creating a partnership, joint
342 venture or any employer-employee relationship between Landlord and Brokerage. Neither Landlord nor Brokerage shall
343 have the power to bind or obligate the other, except as expressly provided herein.
- 344 C. **Limitation of Liability.** Except for Brokerage's willful misconduct, Brokerage's liability for any breach or negligence in its
345 performance of its duties under this Agreement shall be limited to the amount of compensation actually received by
346 Brokerage under this Agreement.
- 347 D. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the
348 subject matter hereof and supersedes all prior agreements of the parties with respect to such subject matter. Unless
349 otherwise specifically herein provided, no provision of this Agreement may be waived, modified, amended, discharged
350 or terminated except by an instrument signed by the party against whom the enforcement thereof is sought, and then
351 only to the extent set forth in the instrument.
- 352 E. **Binding Effect.** This Agreement will be binding on and will inure to the benefit of the parties hereto and their respective
353 heirs, personal representatives, successors and permitted assigns.
- 354 F. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of
355 which together shall constitute one and other same instrument. A fully executed facsimile or electronic copy of this
356 Agreement shall be effective as an original.
- 357 G. **Assignment.** Neither party shall transfer or assign this Agreement, or any interest herein or hereunder without the other
358 party's prior written approval.
- 359 H. **Plurals; Certain Terms.** Wherever appropriate within this Agreement, the singular includes the plural and the masculine
360 form shall include the feminine and neuter, and vice versa. If either Party comprises more than one person and/or entity,
361 then the liability hereunder of such persons and/or entities shall be entirely joint and several. The words "including",
362 "include" or "includes" or words of similar import shall not, unless the context requires otherwise, be construed as words
363 of limitation.
- 364 I. **Headings.** The captions in this Agreement are provided for convenience of reference only and do not by themselves
365 define, describe or limit the scope of intent of this Agreement.
- 366 J. **Governing Law.** This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with
367 the law of the State of Illinois, without resort to any choice of law principles.
- 368 K. **Severability.** The unenforceability or invalidity of any provision hereof shall not affect the enforceability or validity of
369 any other provision hereof, except to the extent that either party is substantially deprived of such party's consideration
370 for entering into this transaction.
- 371 L. **No Third Party Beneficiary.** Except to the extent as may be otherwise specifically herein provided, this Agreement is for
372 the benefit only of the parties hereto or their respective heirs, personal representatives, successors and permitted
373 assigns and no other person or entity shall be entitled to rely hereon, receive any benefit here from or enforce against
374 any party hereto any provisions hereof.

375 **23. ADDITIONAL TERMS AND ATTACHMENTS.** _____
376 _____
377 _____

378 **This Agreement may be executed in multiple copies and Landlord's signature hereon acknowledges that Landlord has received a**
379 **signed copy. Any party may sign a counterpart of this document by electronic means, and any counter party so signed shall be**
380 **deemed original signed by such party.**

381 **LANDLORD:**
382 Landlord's Signature: _____
383 Landlord's Signature: _____
384 Date: _____

385 Landlord's Name (print): _____
386 Landlord's Name (print): _____
387 _____ Phone#: _____
388 _____ Phone #: _____
389 Email Address 1: _____
390 Email Address 2: _____

391 Landlord's Mailing Address for the Property Lease:
392 Address: _____
393 City: _____ State: _____ Zip: _____

394
395
396

BROKERAGE:
Designated Managing Broker Name: _____
Signature: _____
Date: _____

Brokerage Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Office Phone: _____ Fax: _____
Office MLS ID: _____

Designated Agent Name (print): _____
Designated Agent MLS ID: _____
Agent Phone 1: _____
Agent Phone 2: _____
Agent Fax: _____
Agent Email: _____



Chicago Rents Right

Good Tenants, Good Landlords, Great Neighborhoods!



Brandon Johnson
Mayor of Chicago

Approved by the City of Chicago: July 2020
Summary Revised: December 2023



Residential Landlord Tenant Ordinance Summary

At initial offering, this Summary of the ordinance must be attached to every written rental agreement and 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.

{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 IS RECOMMENDED.

Any terms in a lease that conflicts with applicable portions of the RLTO are unenforceable.

IMPORTANT NOTICE—These provisions apply to all residential units, regardless of whether they are covered by the RLTO.

Under the 2020 revisions of the RLTO (“Fair Notice Ordinance”), Landlords must provide a tenant that is not in the eviction process:

- 30 days of notice to terminate a month-to-month tenancy, decline to renew your lease or raise your rent if you have lived in your apartment for less than six months.
- 60 days of notice for the same if you have lived in your apartment for more than six months but less than three years.
- 120 days of notice for the same if you have lived in your apartment for more than three years.

Lockouts are illegal under Ordinance

- It is illegal for a landlord to lock out a tenant. Examples include: changing, removing, or plugging locks; removing doors or windows of a rental unit; removing tenant’s personal property from a rental unit; cutting off heat, utility or water services; or doing anything else which that makes any part of the unit or tenant’s personal property inaccessible or uninhabitable for the purpose of forcing the tenant to move
- The Police Department is responsible for enforcement of the RLTO’s prohibition against lockouts. (Police Special Order 93-12)
- The landlord shall be fined \$200-\$500 for each day the lockout occurs or continues.

What rental units are not covered by the Ordinance? {MUN. CODE CH. 5-12-010 & 5-12-020}

- Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid monthly and the unit is occupied for more than 32 continuous days.
- School dormitory rooms, hospitals, shelters, employee’s quarters, non-residential rental properties.
- Owner occupied co-ops and condominiums.
- Employee housing

IMPORTANT NOTICE- The following provisions apply only to rental units covered by the RLTO

Under the Fair Notice Ordinance, if you have been given an eviction notice for nonpayment

You now have the one-time right to remain in your apartment and end the eviction case against you if you: pay all your back rent owed and pay any court filing fees your landlord has paid in your eviction case. You are free to make these payments until a judge issues a formal eviction order against you.

What are tenants required to do?*



The tenant, the tenant’s family, and invited guests must comply with all obligations imposed specifically upon tenants by provision of the Municipal Code, applicable to dwelling units, including section 7-28-850 {MUN. CODE CH. 5-12-040; 14X-1-103.3}:

- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant’s apartment.
- Regularly testing smoke alarms and carbon monoxide alarms and notifying the owner in writing of any deficiencies.
- Keeping the unit safe and clean.

The tenant must permit access to the rental unit to the landlord upon receiving two days’ notice that the landlord intends to enter for the following purposes {Mun. Code Ch. 5-12-050}:

- Make repairs, supply services and perform necessary inspections

In cases of emergency, the tenant must allow access to the rental unit without receiving two days’ notice.

***For a complete list, review the [RLTO Ordinance](#).**

Please note: Except in cases of emergencies, tenants should not change the locks on their units without first notifying their landlord. If the tenant does change the locks, they must provide the landlord with a key.

What are landlords required to do?*

- Give tenant written notice of the owner’s or manager’s name, address, and telephone number or for a person authorized to act on behalf of the owner for the purpose of service of process and for the purpose of receiving notices and demands. {Mun. Code Ch. 5-12-090}
- Within seven days of being served a foreclosure complaint, an owner or landlord of a premises that is the subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a 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}
- To give new or renewing tenants notice of:
 1. Code citations issued by the City in the previous 12 months for the rental unit or common areas;
 2. Pending Housing Court or administrative hearing actions affecting the rental unit or common areas;
 3. During the entire occupancy, any notice of intent by a utility provider to shut off Water, electrical or gas service to the building. {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}

***For a complete list, review the [RLTO Ordinance](#).**

SECURITY DEPOSITS AND PREPAID RENT {MUN. CODE CH. 5-12-080 AND 5-12-081}*

- A landlord must give a tenant a receipt for a security deposit; however, if the security deposit is paid electronically, the landlord has the option to give an electronic receipt.
- 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.
- The landlord must provide via a written rental agreement or in other writing within 14 days of receipt of the security deposit detailing which financial institution the security deposit will be deposited.
- A landlord must pay interest each year on security deposits and prepaid rent held more than six months by either cash or credit to be applied to rent due. The rate of interest a landlord must pay is set each year by the City Comptroller.
- 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 30 days of the date the tenant vacates and an estimated or actual cost for repairing or replacing damaged items, attaching copies of the paid receipts for the repair or replacement.
- A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45 days 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 from the date that the tenant provides notice of termination of the rental agreement. {Mun. Code Ch. 5-12-110(g)}



- 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 tenant shall be awarded damages in an amount equal to two times the security deposit plus interest.

*For more information regarding security deposits, especially in the event of property transfer, please review the [RLTO Ordinance](#).

SUBLEASES {MUN. CODE CH. 5-12-120}

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. However, 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. The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.

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 costs and reasonable attorney’s fees.

What happens if there are problems during tenancy, and what are the available remedies?

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 14 days, 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 15th day until repairs are made; OR
2. Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may have the repairs made and deduct up to \$500 or 1/2 of the month’s rent without exceeding one month’s rent. Repairs must be done in compliance with the Code and receipts must be provided to the landlord; 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 repairs are not made, the tenant may immediately terminate the lease and the landlord shall return all prepaid rent, security and interest recoverable by the tenant. If the tenant does not move out in 30 days then the tenant's notice is considered withdrawn.

*Failure to Provide Essential Services**

If, contrary to the lease, an essential service is not provided (heat, running or hot water, electricity, gas, or plumbing) and this is NOT due to a utility provider’s failure, or if the landlord fails to maintain the building in material compliance with the Code, 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. Get the essential service restored and deduct the cost from the rent after giving the landlord paid receipts; OR
2. File a lawsuit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
3. Get substitute housing and be excused from paying rent for the period that the tenant cannot stay in the rental unit, OR
4. Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an amount that reasonably reflects the reduced value of its premises.

*For more information, review the [RLTO Ordinance](#).



Fire or Casualty Damage

If a 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 and provide written notice to the landlord of the intention to terminate the rental agreement within 14 days after moving out.
2. If legal, the tenant may stay in the unit but if they 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 work to repair the rental unit, 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.

LANDLORD REMEDIES*

WHAT HAPPENS IF A TENANT PAYS RENT LATE?

- o If the tenant fails to pay rent on time, the landlord may charge a late fee of \$10.00 per month on rents under \$500 plus 5% per month on that part of the rent that exceeds \$500.00 {MUN. CODE CH. 5-12-140 (H)}
- o 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 eviction order.
- o 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 and will not have an opportunity to pay the back rent to ensure dismissal of the eviction action. {MUN. CODE CH. 5-12-130(a)}
 - If the landlord accepts the late rent , the landlord may not evict the tenant. {MUN. CODE CH. 5-12-130 (g)}
 - If the tenant fails to comply with the Code or the rental agreement, the landlord may give a written notice to the tenant of the specific acts or omissions that violated the code or rental agreement, and of the tenant’s right to remedy the breach within 10 days. The landlord may terminate the rental agreement if tenant fails to correct the violation within the 10-day notice period. {MUN. CODE CH. 5-12-130 (b)}
 - 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 specified period, 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. {MUN. CODE CH. 5-12-130 (c)}

*For more information, review the [RLTO Ordinance](#).

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 tenant has the right to undertake any right or remedy provided by law without retaliation from 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.

For more information

Visit the City of Chicago Department of Housing website at: chicago.gov/rto. For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago, Illinois.

A message about porch safety:

The porch or deck of this building should be designed for a live load of up to 100 lbs. 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.



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 1st, 2026, 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 January 1-December 31, 2026: 0.01%

2015 to 2026: 0.01%	2008: 1.26%	2001: 3.10%
2014: 0.013%	2007: 1.68%	2000: 2.71%
2013: 0.023%	2006: 1.71%	1999: 2.63%
2012: 0.057%	2005: 1.01%	1997: 3.38%
2011: 0.073%	2004: 0.42%	Pre-July 1997: 5%
2010: 0.073%	2003: 0.52%	
2009: 0.12%	2002: 0.83%	

For a copy of the complete Residential Landlord and Tenant Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 N. LaSalle St. For a copy of the Residential Landlord and Tenant Ordinance Summary, visit the Department of Housing, City Hall, Room 1006.

Residential Landlord and Tenant Ordinance

Rate of Interest on Security Deposits
Municipal code chapters 5-12-080, 5-12-081 and 5-12-170

- El dueño del edificio (propietario) debe darle a su inquilino (arrendatario) un recibo por Depósito de Seguridad que incluya el nombre de la persona, la fecha cuando fue recibido y la descripción de la unidad (casa) que está rentando. El recibo debe ser firmado por la persona aceptando el depósito de seguridad.
- El dueño del edificio debe pagar interés cada año en el depósito de seguridad (eff. 11-6-86) y la renta en prepagada (eff. 1-1-92) retenida por más de seis meses.
- La tarifa de interés que el dueño del edificio debe pagar es fijada cada año por el Controlador de la Ciudad. (eff. 7-1-97).
- Antes que el dueño del edificio pueda deducir los gastos por daños del depósito de seguridad, el dueño del edificio deberá proporcionar a su inquilino (arrendatario) una declaración detallada de los artículos dañados, dentro de los 30 días de la fecha que el inquilino (arrendatario) deje vacante la unidad que rentaba.
- Dentro de los 45 días de la fecha que el inquilino (arrendatario) deje vacante la unidad o casa, el dueño del edificio deberá devolver todos los depósitos de seguridad y el interés requerido, si lo hay, menos la renta sin pagar y los gastos por los daños.
- En el evento de fuego, el dueño del edificio deberá devolver todos los depósitos de seguridad y el interés requerido, si lo hay, menos la renta sin pagar y los gastos por daños, dentro de los siete días en que el inquilino (arrendatario) proporcionó notificación de terminación del acuerdo de renta. (eff. 1-1-92).

Bajo el Capítulo 5-1 2 del Código Municipal de Chicago, secciones 5-12-081 y 5-12-082, el controlador de la Ciudad deberá calcular y anunciar con el primer día de negocios de cada año, la tarifa de interés con la que los depósitos de seguridad serán pagados. Empezando el 1ro de enero del 2026 basado en la información de la Oficina del Controlador (City Comptroller's Office), la tarifa de interés en depósitos de seguridad es de 0.01 por ciento.

Esta tarifa está basada en un promedio del interés de las cuentas de ahorros regulares de los siguientes tipos de cuentas de Chase Bank, el cual es el banco comercial que tiene más sucursales localizadas en la Ciudad de Chicago: Libras de Ahorros 0.01 por ciento; Dinero Asegurado por la Bolsa 0.01 por ciento; y Certificado de Depósito por seis meses (basado en depósitos de \$1,000) 0.01 por ciento.

Tarifa de Interés Depósito de Seguridad De 1ro de enero a 31 de diciembre, 2026: 0.01%

2015 a 2025: 0.01%	2008: 1.26%	2001: 3.10%
2014: 0.013%	2007: 1.68%	2000: 2.71%
2013: 0.023%	2006: 1.71%	1999: 2.63%
2012: 0.057%	2005: 1.01%	1997: 3.38%
2011: 0.073%	2004: 0.42%	Antes de julio 1997: 5%
2010: 0.073%	2003: 0.52%	
2009: 0.12%	2002: 0.83%	

Para una copia de la Ordenanza de Residencias para Dueños e Inquilinos, visite la oficina del City Clerk, Cuarto 107, 121 N. LaSalle St. Para una copia del resumen de la Ordenanza de Residencias para Dueños e Inquilinos, visite DOH, 121 N. LaSalle St., Cuarto 1006.