

## URBANA LANDLORD/TENANT ORDINANCE SUMMARY

This summary of the Urbana Landlord/Tenant Ordinance must be provided to every tenant at the time of signing a written rental agreement or entering into an oral rental agreement.

### **When does the Ordinance go into effect?**

All provisions of the Landlord/Tenant Ordinance went into effect on April 1, 1994.

### **Is written notice required to end a tenancy when no lease has been signed?**

1. Yes. If no lease was ever signed, or if a written lease is extended on a month-to-month basis, the tenant must give the landlord a written notice of termination at least thirty (30) days in advance of moving out. The date of termination must be the last day of the rental period (the day before rent would be due again).
2. A tenant who fails to provide the required written notice will be responsible for the landlord's lost rent, up to a full rental period's payment.
3. A landlord must give a full rental period's notice in writing to a tenant when the landlord wants the tenant to move out.
4. If the landlord fails to give proper notice, the tenant may stay another month.

### **What are the tenant's duties under the Ordinance?**

The tenant must:

1. Comply with City Code provisions applicable to occupants;
2. Keep the rental unit safe and clean;
3. Use all equipment and facilities in a reasonable manner;
4. Not damage the rental unit;
5. Not disturb other residents;
6. Allow the landlord access to the rental unit in cases of emergency or upon 24-hour advance notice. The details of the landlord's right to access are found on the reverse side.
7. To pay all rent due, including the last month's rent.

### **What happens if a tenant pays rent late?**

1. The landlord may require the tenant to pay a late charge up to five percent (5%) of the monthly rental payment. Fees in excess of the amount may be charged if the landlord demonstrates the actual costs are greater;
2. The amount of the late charge must be specified in the lease;
3. A tenant is not subject to a late charge if the envelope containing the payment is postmarked on or prior to the date payment is due.

### **What about subleases?**

1. The landlord may not prohibit the tenant from subletting the rental unit;
2. The landlord must accept a reasonable subtenant offered by the tenant;
3. The landlord may not charge sublet fees that exceed the landlord's actual costs.

### **What are the landlord's duties under the Ordinance?**

1. To give a tenant written notice of the owner's or manager's name, address and telephone number;
2. To provide written notice of intention not to renew or to change the terms of the rental agreement, at least thirty (30) days prior to the last day of the lease;
3. To maintain the rental unit in compliance with all applicable building codes of the City;
4. To pay interest on security deposits of \$100.00 or more held over six (6) months;

5. To return security deposits, minus amounts necessary for damage, within forty-five (45) days after the tenant moves out;
6. To not enforce any lease provisions prohibited by this Ordinance.

### **What lease provisions are prohibited?**

A lease clause is unenforceable if it:

1. Waives a tenant's rights under any law;
2. Requires the tenant to confess judgment;
3. Entitles the landlord to recover attorney's fees but does not entitle the tenant to recover attorney's fees under identical conditions;
4. Limits the liability of the landlord or tenant;
5. Prohibits subletting;
6. Imposes a late fee higher than 5% of the monthly rent unless the landlord can prove actual costs are greater;
7. Requires payment of sublet fees, lock-out charges or any other penalties that exceed a landlord's actual costs;
8. Automatically renews the contract.

### **What if the landlord doesn't keep the property in repair?**

1. The landlord must maintain the property in compliance with the Building Codes of the City of Urbana. If the landlord fails to maintain the property in compliance with the Code within the time permitted by the Building Code Official, the tenant may have the work done by a qualified tradesperson and deduct from the rent the cost of repairs not to exceed two month's rent.
2. If the violation of the Building Code involves essential services, the tenant may obtain such services and deduct their cost from the rent or obtain substitute housing and deduct from the rent the average cost for a hotel/motel room in Urbana.
3. If the landlord is cited by the City more than three(3) times in any twelve-month period, the tenant may terminate the rental agreement.
4. To avoid eviction for non-payment of rent, a tenant must first give the landlord written notice that the tenant intends to repair and deduct, and the city's deadline for compliance, and any extensions, must have passed before a tenant may use rent money to perform repairs.

### **What are the penalties for refusing to participate in a joint inspection of the rental unit at the end of the lease?**

1. If the landlord refuses the tenant's request for an inspection, the landlord forfeits the right to deduct from the deposit charges for cleaning or repairs.
2. If the tenant refuses the landlord's request for an inspection, the tenant forfeits the right to contest deposit deductions for cleaning or repairs.

### **What about lockouts?**

1. It is illegal for a landlord to lock out a tenant or change the locks or remove the doors of a rental unit or to cut off heat, utility, water service or to do anything which interferes with the tenant's use of the rental unit;
2. The tenant may sue the landlord to recover possession of the rental unit and the actual damages sustained or two month's rent, whichever is greater, plus reasonable attorney's fees.

**If a tenant complains about the apartment building, can the tenant be punished by the landlord?**

1. A landlord can not take retaliatory action against a tenant because a tenant complains or testifies in good faith to governmental agencies, the Tenant's Union, Student Legal Services or the landlord;
2. If the landlord takes retaliatory action, the tenant may sue the landlord for an amount equal to two months' rent and reasonable attorney's fees.

**What are the landlord's remedies for a tenant's failure to maintain the property?**

1. The landlord may deduct the amount of the damage from the security deposit;
2. If the tenant's actions cause the landlord to be cited for a Building Code violation, the landlord can make the necessary repairs and bill the tenant for the cost of the repairs.
3. If the tenant's actions cause the landlord to be cited for a Building Code violation more than three (3) times during any twelve-month period, the landlord may terminate the rental agreement and order the tenant to vacate the premises.

**Where can I get more information?**

1. You may obtain a copy of the Ordinance from the Urbana City Clerk's Office, 400 South Vine street, Urbana, Illinois;
2. You may contact the Tenant Union at (217) 333-0112 if you are a University of Illinois Student, or at 352-6220 if you are not a student.
3. You can contact an attorney to advise you concerning your rights under this Ordinance. If you are a student of the University of Illinois, you may contact Student Legal Services at Room 324, Illini Union, 1401 West Green Street, Urbana, Illinois.

**SELECTED PROVISIONS OF THE LANDLORD/TENANT ORDINANCE**

**Sec. 12.5-15. Landlord's right to access.**

(A) The tenant shall not unreasonably withhold consent to the landlord to enter the rental unit in order to inspect the premises, make necessary or agreed repairs, supply necessary or agreed services, make alterations or improvements if such alterations or improvements do not interfere with the tenant's use of the premises, or to show the rental unit to prospective or actual purchasers, mortgages or tenants.

(B) The landlord shall not abuse the right of access to the rental unit or use it to harass the tenant. Except in cases of emergency or by mutual consent, the landlord or landlord's agents shall not enter the rental unit without first providing the tenant with at least twenty four (24) hours advance notice of the entry and may enter only at reasonable times. Reasonable times shall be considered 10:00 am to 8:00 pm on weekdays and 11:00 am to 8:00 pm on weekends, or such other times agreed upon by the tenant and the landlord.

(C) From the time that either the landlord or the tenant notifies the other party that the rental agreement will not be renewed, the landlord shall have the right to access, without twenty four (24) hours advance notice, for the purpose of showing the rental unit to prospective tenants, provided that:

- (1) The rental unit has not already been leased for the twelve (12) month period subsequent to the expiration of the rental agreement;
- (2) The landlord enters only during two specific one-hour periods on weekdays and three specific one-hour periods on weekends, selected by the tenant from among choices offered by the landlord, during which the landlord will have daily access; and
- (3) The landlord shall notify the tenant when the rental unit has been leased for the twelve (12) month period subsequent to the expiration of the rental agreement.

(D) If the tenant requests repairs and the landlord enters the rental unit to perform said repairs within fourteen (14) days of the tenant's initial request, the landlord shall not be obligated to provide the tenant with advance notice of entry. If the landlord fails to perform said repairs within fourteen (14) days of the tenant's initial request, the landlord shall be required to provide the tenant with at least twenty-four (24) hours advance notice of entry. The notice shall only be effective for a seven (7) day period.

(E) The landlord may enter the rental unit at any time, without advance notice, in case of emergency. For purposes of this provision, the term "emergency" shall refer to a situation wherein access to the rental unit is necessary in order to prevent damage or destruction to the rental unit, other rental units, or the building, or to the fixtures, equipment, appliances, furniture or other personal property contained therein, or in order to protect any person from injury. Nonpayment or delinquent payment of rent shall not constitute an emergency.

(F) The landlord or landlord's agents shall enter the rental unit only after knocking on the door and providing the tenant a reasonable opportunity to answer, shall leave the premises in as good condition as when entered, shall clean and remove dirt and debris that result from the performance of maintenance and repairs, shall leave a note indicating the names of the persons who entered the rental unit and shall lock the rental unit when leaving.

**Sec. 12.5-16. Remedies for abuse of access rights.**

(A) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover damages and reasonable attorney's fees.

(B) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner the tenant may obtain injunctive relief to prevent the recurrence of the conduct and recover an amount equal to not more than two (2) months' rent or the damages sustained, whichever is greater, and reasonable attorney's fees.

(C) If the landlord makes a lawful entry to make alterations or improvements that materially interfere with the tenant's use of the premises or if the landlord makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant after being notified in writing by the tenant that tenant feels harassed by such repeated demands, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In each case, the tenant may recover an amount equal to not more than two (2) months' rent or the damages sustained, whichever is greater, and reasonable attorney's fees. The provisions of this section shall not apply to alterations or improvements done by the landlord to correct cited housing code violations, except in the cases of the landlord's unreasonableness, neglect, or negligence in correcting the violations.