

11/9/2006
9/18/06
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97-O-06

AN ORDINANCE

Amending Section 5-3-2, Section 5-3-3-1(A), Section 5-3-5-1(C), Section 5-3-6-1(A), and Section 5-3-7-4(A), and deleting Section 5-3-6-2 of the Landlord and Tenant Regulations Ordinance, Title 5, Chapter 3 of the City Code, Regarding A Written Rental Agreement and Non-compliance with that Agreement

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the Landlord and Tenant Regulations Ordinance, Title 3, Chapter 5 of the Evanston City Code of 1979, as amended, is hereby amended by revising Section 5-3-2, Section 5-3-3-1(A), Section 5-3-5-1(C), Section 5-3-6-1(A), and Section 5-3-7-4, and by deleting Section 5-3-6-2, to read as follows:

5-3-2: RENTAL AGREEMENT: A written agreement and valid rules and regulations adopted under Section 5-3-4-2 of this Chapter embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

5-3-3-1: TERMS AND CONDITIONS OF RENTAL AGREEMENT:

(A) A rental agreement complying with the requirements of this Chapter shall be executed for the rental of all dwelling units within the jurisdiction regardless of the duration of the tenancy herein. The landlord and tenant may include in a rental agreement terms and conditions not prohibited by this Chapter and other rules of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

(B) All rental agreements for leases of dwelling units subject to this Chapter which are newly executed and/or renewed on or after August 1, 1994, shall contain the full names and birth dates of all occupants of the dwelling unit leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit

may not be changed without an amendment to the existing rental agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy permitted elsewhere in this Code for that size unit.

(C) Rent is to be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.

(D) Unless the rental agreement fixes a definite term, the tenancy shall be week-to-week in the case of a tenant who pays weekly rent, and in all other cases month-to-month.

5-3-5-1: SECURITY DEPOSITS AND PREPAID RENT:

(C) Upon termination of the tenancy, property or money held by the landlord as security or prepaid rent may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with section 5-3-4-1 of this chapter, all as itemized by the landlord in a written notice delivered to the tenant together with the amount due twenty-one (21) days after tenant has vacated his unit. Any security or prepaid rent not so applied, and any interest on such security due to the tenant shall be paid to the tenant within twenty-one (21) days after tenant has vacated his unit. In the event the rental agreement terminates pursuant to Section 5-3-7-4(A)1 regarding landlord's wrongful failure to supply essential services, the obligations imposed on the landlord pursuant to this Section 5-3-5-1(C) shall be performed within forty-eight (48) hours after the expiration of the seven (7) -day written notice to the landlord to restore service.

5-3-6-1: NONCOMPLIANCE WITH RENTAL AGREEMENT; FAILURE TO PAY RENT:

(A) (1) If there is a material noncompliance by the tenant with the rental agreement or with subsections 5-3-4-1(A) through (G) of this Chapter, the landlord may deliver written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, unless the breach is remedied by the tenant prior to the expiration of the notice. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice.

(2) If there is a material noncompliance by the tenant with any of the provisions of Section 5-3-4-1(A)(G) after expiration of the landlord's written notice to

value of the substitute housing up to an amount equal to the monthly rent and reasonable attorney's fees.

(B) If the tenant proceeds under this Section, he may not proceed under Sections 5-3-7-1 or 5-3-7-3 for that breach.

(C) The tenant may not exercise his rights under this Section if the condition was caused by the inability of a utility supplier to provide service or by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent.

SECTION 2: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: September 25, 2006

Approved:

Adopted: October 9, 2006

November 14, 2006

Lorraine H. Morton
Lorraine H. Morton, Mayor

Attest:

Mary R. Morris
Mary R. Morris, City Clerk

Approved as to form:

Herbert D. Hill
Herbert D. Hill
First Assistant Corporation Counsel

tenant to remedy the acts and omissions specified in the notice delivered pursuant to Section 5-3-6-1(A)(1), throughout the remainder of the term of the rental agreement, the landlord may deliver written notice to the tenant that the rental agreement shall terminate not less than thirty (30) days after delivery of the written notice to terminate.

(3) If there is noncompliance by the tenant with subsections 5-3-4-1(G) or 5-3-4-1(H) of this Chapter, the landlord may deliver written notice to the tenant specifying the acts constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, or, in the case of owner-occupied dwelling units containing two (2) or fewer rooming units, upon a date not less than forty-eight (48) hours after receipt of the notice.

(B) If the rent is unpaid when due, and the tenant fails to pay the unpaid rent within ten (10) days, or, in the case of owner-occupied dwelling units containing two (2) or fewer rooming units, within forty-eight (48) hours after receipt of written notice by the landlord of his/her intention to terminate the rental agreement if the rent is not so paid, the landlord may terminate the rental agreement.

(C) Except as provided herein, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or with Section 5-3-4-1 of this Chapter. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney's fees.

5-3-7-4: WRONGFUL FAILURE TO SUPPLY ESSENTIAL SERVICES:

(A) If, contrary to the rental agreement, the landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, the tenant may:

1. Deliver a written notice to the landlord specifying the service to be restored, that the service must be restored within seven (7) days of delivery of the notice, and that the rental agreement will terminate automatically at the expiration of the seven (7) days if the specified service is not restored.

2. Pay for the provision of these services and deduct the cost from their next rental payment, or payments, in the event the cost of services procured exceeds the amount of the next rental payment.

3. Recover damages based upon the diminution in the fair rental value of the dwelling unit and reasonable attorney's fees; or

4. Procure substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant may recover the cost of reasonable