

CHICAGO APARTMENT LEASE - Unfurnished

IMPORTANT: This lease form was not specifically drafted for your legal requirements or your particular situation. It is important that you consult with an attorney prior to signing any and all legal documents including this one. This lease must be used in its entirety. This lease including REQUIRED attachments is 32 pages. Fill in each blank, use "N/A" where necessary.

DATE OF LEASE	BEGINNING	ENDING	MONTHLY RENT	SECURITY DEPOSIT

Premises will not be occupied by more than _____ persons.

☐ Condominium

LESSEE

LESSOR

NAME:

IDENTIFICATION OF OWNER AND AGENTS

APT. NO.

Owner or Authorized Management Agent:

ADDRESS OF
PREMISES:

NAME

CITY:

ADDRESS

STATE:

ZIP:

CITY/STATE/ZIP

TELEPHONE NUMBER

Person Authorized to Act on Behalf of Owner for Purpose of
Service of Process and Receipting for Notices:

NAME

ADDRESS

CITY/STATE/ZIP

TELEPHONE NUMBER

NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and / or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease.

In consideration of the mutual agreements and covenants herein stated, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for a private dwelling, the Apartment designated above, together with the fixtures and appliances belonging thereto, for the above Term.

ADDITIONAL COVENANTS AND AGREEMENTS (if any).

If a security deposit has been received by the lessor, it has or will be deposited in the following federally insured financial institution located in Illinois:

NAME OF FINANCIAL INSTITUTION

ILLINOIS

STREET ADDRESS

CITY

STATE

ZIP

LESSEE

LESSOR

(SEAL)

(SEAL)

(SEAL)

(SEAL)

LEASE COVENANTS AND AGREEMENTS

1. RENT: Lessee shall pay to the Lessor or Lessor's agent the monthly rent set forth above on or before the first day of each and every month in advance at Lessor's address stated above or such other address as Lessor may designate in writing. The time of each and every payment of rent is of the essence of the Lease.

2. LATE CHARGES: The monthly rent shall be increased \$10.00 per month for the first \$500.00 in monthly rent plus five (5%) percent per month for any amount in excess of \$500.00 in monthly rent if paid after the fifth of the month. Rent shall be considered received, if mailed, on the date of receipt.

3. SECURITY DEPOSIT: If lessee has deposited with Lessor a security deposit as set forth above; it shall be retained by Lessor to ensure that Lessee shall fully perform each and every term and obligation provided in this Lease. If Lessee fully performs each and every term and obligation provided in this lease and pays all sums due to Lessor, then Lessor, after the Lessee has surrendered possession of the premises and has delivered the keys thereto, shall refund said deposit to Lessee, including interest payable at the rate in effect in the year the lease was entered and as provided by law. If Lessee has failed to perform or comply with any of the provisions in this Lease, then Lessor shall deduct any damages from the security deposit. The security deposit shall not be treated as an advance payment of rent, and Lessee may not apply the security deposit as rent.

4. POSSESSION: If Lessor cannot give Lessee possession on the date fixed for commencement of the term, the rent shall be abated until such time as the premises are available for Lessee's occupancy, or Lessee may upon written notice terminate the Lease.

5. APPLICATION: The Lessee's application and all the representations contained therein are incorporated as a part of this Lease. Lessee warrants that all the information contained in the application is true, and that if any of said information is false, Lessor may terminate this Lease. Lessee further warrants that only Lessee and the people listed as occupants on the application will reside in the premises.

6. CONDITION OF THE PREMISES: Lessee has examined the premises prior to accepting same and prior to the execution of this Lease, and Lessee is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors and taking possession or renewal of this lease upon its expiration shall be conclusive evidence of Lessee's receipt thereof in good order and repair. No promises as to condition or repair have been made by Lessor or his agent which are not herein expressed, and no promises to decorate, repair or modify the premises, which are not contained herein, have been made by Lessor or his agent.

7. LESSEE TO MAINTAIN: Lessee shall keep the premises and the fixtures and appliances therein in a clean, sightly and healthy condition, and in good repair, and in accordance with any and all ordinances in such cases made and provided, at Lessee's own expense, and upon the termination of this lease, for any reason, shall

or his agents may replace the premises in the same condition of repair, sightliness and cleanliness as existed at the date of execution of this Lease; Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities, or any other portion of the premises.

8. USE OF PREMISES: The premises shall be occupied solely for residential purposes by Lessee and those persons listed in the Application for the Lease. Neither Lessee nor any other persons residing with or visiting Lessee shall have been convicted of a crime relating to illegal sexual conduct nor shall suffer, perform, or permit any act or practice that may damage the reputation of the building or be injurious to the building or the operation thereof, or be disturbing to other tenants, be illegal, immoral, or increase the rate of insurance on the building. Neither Lessee nor any occupant nor any guest of Lessee shall engage in any criminal activity including drug related activity on or near the premises nor shall they engage in any acts of violence or threats of violence or interfere with the health, safety or rights of other residents, employees or agents of Lessor, or persons in the immediate vicinity of the premises. Lessee shall be responsible for the conduct of all occupants and persons visiting the Lessees unit.

9. SUBLET OR ASSIGNMENT: Lessee shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Lessor which consent shall not be unreasonably withheld. Lessor shall accept a reasonable sublease as provided by ordinance.

10. NO ALTERATIONS: Lessee shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Lessor.

11. ACCESS: Lessee shall not unreasonably withhold consent to the Lessor to enter the apartment at reasonable times for reasonable purposes as provided by statute or Ordinance.

12. HEAT AND WATER: Lessor shall furnish hot and cold water and if heating is under the control of the Lessor, shall also furnish heat in reasonable amounts at reasonable hours as provided by statute or Ordinance except when prevented by causes beyond Lessor's control or when the water and heating system are being repaired. Lessee shall at all times maintain the temperature at a minimum of 45 degrees and shall be responsible for all damages resulting from the failure to do so.

13. RIGHT TO RELET: If Lessee shall remove a substantial portion of his personal property or otherwise abandon or vacate the premises, the Lessor may immediately re-let the premises as provided by Ordinance; or if the premises become vacant by reason of Lessee's breach, or if this Lease has been terminated by reason of Lessee's breach, or if Lessee has been evicted, Lessor may re-let the premises, and Lessee shall be liable and pay for the expenses of reletting and losses to the end of the term or as provided by Ordinance. Tenant's obligation to pay rent during the term or any extension thereof shall continue and shall not be

14. **FORCIBLE DETAINER:** If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or his agents, at his option, may terminate this Lease, and, if abandoned or vacated, may re-enter the premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

15. **NOTICES:** Any demand or notice may be served by delivering a copy to the Lessee, or by leaving the same with some person above the age of thirteen years, residing on or in possession of the premises; or by sending a copy of said notice to the Lessee by certified mail, return receipt requested, or by posting the same on Lessee's door to the premises, if no one is in actual possession of the premises.

16. **FIRE AND CASUALTY:** If the premises shall be rendered untenable by fire or by other casualty, the Landlord shall not be obligated to restore the premises and Lessor or Lessee may terminate this lease by providing the other party with ten (10) days written notice of termination of this lease.

17. **DISHONOR:** In the event that Lessee's rental payment is dishonored when negotiated by Lessor or his agents, Lessor shall have no obligation to redeposit same, and reserves the right to demand that all future rental payments be made by money order or certified funds. Lessee shall pay Lessor the sum of \$25.00 as additional rent for any dishonored payment.

18. **SURRENDER OF PREMISES AND RETURN OF POSSESSION:** Lessee shall not be required to renew this Lease more than ninety days prior to its expiration as provided by Ordinance, and Lessor shall notify Lessee of Lessor's intention not to renew the Lease at least thirty days prior to its expiration so long as Lessee is not in default under the terms of this Lease, as provided by Ordinance. At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up and surrender immediate possession to Lessor or his Agent. If Lessee fails to vacate the premises upon termination then:

(A) If Lessor files a statutory forcible entry and retainer action for possession based upon Lessee's failure to vacate the premises, then Lessee shall pay Lessor a sum equal to double the amount of rent herein set forth as liquidated damages for the time that possession is withheld; or

(B) Lessor may, by giving Lessee written notice thereof, extend the term of this Lease upon all the terms and conditions herein for one year, but with a rental of 20% greater than the rental contained herein; or

(C) If Lessor fails to provide written notice to Lessee of Lessor's election under (B), Lessee shall become a month-to-month tenant, upon all the terms and conditions contained herein, Lessee shall also compensate Lessor for any and all damages incurred by Lessor by virtue of Lessee's failure to vacate the said premises in accordance with the terms of this Lease. The payment or acceptance of rent after termination of this Lease shall not extend the Lease.

19. **EMINENT DOMAIN:** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.

20. **JOINT OBLIGATIONS:** The words "Lessor" and "Lessee" when used in this Lease shall be construed to be plural if more than one person comprises either party to this Lease, and each shall be jointly and severally obligated to perform all of the terms and conditions of this Lease.

21. **LEGAL EXPENSES:** Lessee shall pay all costs, expenses and attorneys fees which shall be incurred or expanded by Lessor due to Lessee's breach of the covenants and agreements of this Lease, to the extent provided for by Law, Court rules, statute or Ordinance.

22. **SMOKE AND CO DETECTORS:** Lessee acknowledges that at the time of obtaining initial possession of the premises, all smoke and CO detectors required to be installed in the premises have been installed and are in good working order. Lessee agrees to repair and maintain the smoke and CO detectors devices including replacement of the energy source when needed.

23. **BINDING ON HEIRS:** All covenants contained herein shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, assigns and successors.

24. **REMEDIES CUMULATIVE:** The Lessor's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Lessor from exercising any other right or remedy.

25. **SEVERABILITY CLAUSE:** If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not invalidate nor render unenforceable the remainder of this Lease.

26. **STORAGE:** Lessor shall not be obligated to provide Lessee storage.

27. **INSURANCE:** Lessor is not an insurer of Lessee's property. Lessee shall carry sufficient insurance to insure all of Lessee's property located on Lessor's premises.

28. **SUBORDINATION:** Lessee will not do any act which shall encumber Lessor's title to the premises, and if Lessee causes a lien to be placed on the title, or premises, Lessor may discharge the lien and Lessee will reimburse Lessor the amount Lessor expended. This lease shall not be recorded by Lessee and is, and shall be, subordinate to any present or future mortgages now, or hereafter, placed on the premises.

29. **RULES AND REGULATIONS:** Lessee shall observe and abide by the Rules and Regulations set forth in this Lease, and agrees to be bound by and comply with any further reasonable rules and regulations as may be established by the Lessor.

30. **CONDOMINIUM REGULATIONS:** If applicable, Tenant shall fully comply with the Declarations, By-Laws, Rules and Regulations of the condominium association to which the premises is subject ("Condo Documents"). Any violation of the Condo Documents shall constitute a material breach of the lease. Tenant shall indemnify and hold Landlord harmless for all fines, penalties, assessments, judgments, levies, and all costs, expenses and attorney's fees incurred by or assessed against Landlord, by virtue of the violation of the Condo Documents by Tenant, Tenant's co-occupants, invitees and guests. The terms of the Condo Documents shall prevail in the event of a conflict between the terms and provisions of this lease and the terms and provisions of the Condo Documents. By signing this lease, Tenant has acknowledged receipt of applicable Condo Documents.

RULES AND REGULATIONS

- 1. No dogs, cats, or other animals shall be kept or allowed in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.
- 2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
- 3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.
- 4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the Building, nor shall children be permitted to play in the common areas, nor shall Lessee place or store any items in the hallways or common areas of the Building.
- 5. No musical instrument shall be played and no radio or television set shall be operated at any time in such manner as to disturb or annoy other occupants of the building, nor shall other noises be made which will disturb or annoy any occupants of the building. Operation of electrical devices which interfere with radio or television reception is not permitted.
- 6. All moving and delivery shall be through the rear entrance, stairway or service elevator at hours designated by Lessor.
- 7. Lessee shall not install or maintain a washer, dryer or dishwasher on the premises without Lessor's prior written consent. Lessee shall not run water for an unreasonable length of time.

- 8. Lessee shall only cook in the kitchen and shall not barbecue on porches or balconies. Lessee shall not leave food cooking on the premises unattended.
- 9. Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags, or injurious items shall be placed in plumbing facilities or receptacles.
- 10. Lessee shall not place nor permit any article or antenna outside of the windows, on the exterior walls, or on the roof of the Building, and shall not throw or drop any article from any window.
- 11. Lessee shall not place, erect or install any signs or advertisements on the windows, nor on any part of the Building or premises.
- 12. All garbage or refuse shall be securely wrapped and placed in the incinerator or garbage container.
- 13. Water beds are not permitted in the premises without Lessor's written consent.
- 14. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.
- 15. Lessee shall not solicit, canvass nor conduct any door-to-door activities on the premises.
- 16. Lessor has the right to bar individuals from the premises. You must inform your guests of all lease provisions regarding use of the premises and all rules and regulations. If these provisions are violated by your guests, they may be barred and / or arrested for criminal trespassing, after they have received a barred notice and then have been placed on a barred list by Lessor. If you violate the lease or any of the rules and regulations, it is grounds for termination of your tenancy.

This lease is date sensitive and is up to date to the best of our knowledge at the time of printing with the City of Chicago, Cook County and the State of Illinois laws for 2016 ONLY. Do not use this lease during any other calendar year. Applicable laws and regulations change frequently. This lease is updated annually.

- Lessee to initial each attachment received on both the original and copy on page 2:
- ☐ City of Chicago Residential Landlord and Tenant Ordinance Summary (RLTO) _____
 - ☐ Security Deposit Interest Rate 2016 _____
 - ☐ US EPA Lead Paint Disclosure Form _____
 - ☐ US EPA "Protect Your Family in Your Home" pamphlet _____
 - ☐ City of Chicago "Preventing Bed Bug Infestations in Apartments" pamphlet _____
 - ☐ If Applicable, Condominium Association By Laws _____

ASSIGNMENT BY LESSOR

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby transfers, assigns and sets over to _____

_____ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____

_____, 20_____. _____ (SEAL)

Dated _____, 20_____. _____ (SEAL)

GUARANTEE

In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.



Rahm Emanuel
Mayor

CITY OF CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY



At initial offering, this Summary of the ordinance must be attached to every written rental agreement and also 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. Unless otherwise noted, all provisions are effective as of November 6, 1986. {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 WOULD ALSO BE ADVISABLE. FOR A COPY OF THE ORDINANCE, VISIT THE CITY CLERK'S OFFICE ROOM 107, CITY HALL, 121 N. LASALLE, CHICAGO, ILLINOIS.

IMPORTANT NOTICE

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.

WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? {MUN. CODE CH. 5-12-010 & 5-12-020}

- Rental units with written or oral leases (including all subsidized units such as CHA, IHDA, Section 8 Housing Choice Vouchers, etc.)
- EXCEPT**
- Units in owner occupied buildings with six or fewer units.
 - Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days.
 - School dormitory rooms, shelters, employee's quarters, non-residential rental properties.
 - Owner occupied co-ops and condominiums.

WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? {MUN. CODE CH. 5-12-040}

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 7-28-859:

- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant's apartment.
- Keeping the unit safe and clean.
- Using all equipment and facilities in a reasonable manner.
- Not deliberately or negligently damaging the unit.
- Not disturbing other residents.

LANDLORD'S RIGHT OF ACCESS {MUN. CODE CH. 5-12-050}

- A tenant shall permit reasonable access to a landlord upon receiving two days notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A general notice to all affected tenants may be given in the event repair work on common areas or other units may require such access.
- In the event of emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice within two days after entry.

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 including 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.
- However, if the security deposit is paid by means of an electronic funds transfer, the landlord has the option to give an electronic receipt. The electronic receipt must describe the dwelling unit, state the amount and date of the deposit, and have an electronic or digital signature. (eff. 10-8-10)
- However, the landlord may accept the payment of the first month's rent and the security deposit in one check or one electronic funds transfer and deposit such rent and security deposit into one account, if the landlord within 5 days of such acceptance transfers the security deposit into a separate account. (eff. 10-8-10)
- 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.
- A written rental agreement must specify the financial institution where the security deposit will be deposited. If there is no written rental agreement, the landlord must in writing provide such information to the tenant within 14 days of the receipt of the security deposit. If the security deposit is transferred to another financial institution, the landlord must notify the tenant within 14 days of the transfer the name and address of the new financial institution. (eff. 10-8-10)

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

- A landlord must pay interest each year on security deposits and prepaid rent held more than six months. (eff. 1-1-92)
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- 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 the dwelling unit.
- 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. (eff. 1-1-92)
- In the event of a sale or any other disposition of residential real property by a landlord, the successor landlord is liable to the tenant for any security deposit or prepaid rent paid to the original landlord. The successor landlord must notify the tenant, in writing, within 14 days from the disposition that the deposit or prepaid rent was transferred to the successor landlord. The original landlord remains liable for the deposit or prepaid rent until the original landlord transfers the deposit or prepaid rent to the successor landlord and provides proper notice of such transfer to the tenant. (Mun. Code Ch. 5-12-080 (e) eff. 5-18-10)
- 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. (eff. 10-8-10)

WHAT ARE THE LANDLORD'S GENERAL DUTIES UNDER THE ORDINANCE?

- To give tenant written notice of the owner's or manager's name, address and telephone number. {Mun. Code Ch. 5-12-090}
- Within seven (7) 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 eff. 11-05-08}
- To give new or renewing tenants notice of:
 - 1) Code citations issued by the City in the previous 12 months;
 - 2) Pending Housing Court or administrative hearing actions;
 - 3) Water, electrical or gas service shut-offs to the building during entire occupancy. {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}
- To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92) {Mun. Code Ch. 5-12-130 (i)}
- To provide a tenant with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1-1-92) {Mun. Code Ch. 5-12-130 (j)}
- To not enforce prohibited lease provisions. {Mun. Code Ch. 5-12-140}
- Bed Bugs-Education. For any rental agreement for a dwelling unit entered into or renewed after the effective date of this 2013 amendatory ordinance, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the department of health pursuant to section 7-28-860. {Mun. Code Ch. 5-12-101}

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 fifteenth 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, whichever is more, but not to exceed one month's rent. Repairs must be done in compliance with the Code. Receipt for the repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; 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 after 14 days repairs are not made, the tenant may immediately terminate the lease. Tenant must deliver possession and move out in 30 days or tenant's notice is considered withdrawn. (eff. 1-1-92)

FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) {MUN. CODE CH. 5-12-110(f)}

- If, contrary to the lease, an essential service is not provided, or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, 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) Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent; OR
 - 2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
 - 3) Procure substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof; OR

- 4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold the monthly rent an amount that reasonably reflects the reduced value of its premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period; OR (eff. 1-1-92)
- 5) Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession and move out within 30 days or the notice of termination is considered withdrawn. (eff. 1-1-92)

Note: Remedies 4) and 5) may not be used if the failure is due to the utility provider's failure to provide service. For the purposes of this section only, the notice a tenant provides must be in writing, delivered to the address the landlord has given the tenant as an address to which notices should be sent. If the landlord does not inform the tenant of an address, the tenant may deliver written notice to the last known address of the landlord or by any other reasonable means designed in good faith to provide written notice to the landlord. (eff. 1-1-92)

FIRE OR CASUALTY DAMAGE {MUN. CODE CH. 5-12-110 (g)}

- 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, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.
 - 2) The tenant may stay in the unit, if it is legal, but if the tenant stays and 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 out the work, 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.

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

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

WHAT HAPPENS IF A TENANT PAYS RENT LATE? {MUN. CODE CH. 5-12-140 (h)}

- 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 percent per month on that part of the rent that exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700 monthly rent the late fee is \$10 plus 5% of \$200.00 or \$20.00 total) (eff. 1-1-92)

WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? {MUN. CODE CH. 5-12-140 (g) CH. 5-12-130 (g)}

- If the landlord accepts the rent due knowing that there is a default in payment, the tenant may stay.

LANDLORD REMEDIES {MUN. CODE CH. 5-12-130}

- If the tenant fails to pay rent, the landlord, after giving five days written notice to the tenant, may terminate the rental agreement.
- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.
- 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 time period specified, 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.

LOCKOUTS {MUN. CODE CH. 5-12-160}

This section applies to every residential rental unit in Chicago. There are no exceptions.

- It is illegal for a landlord to lock out a tenant, or change locks, or remove doors of a rental unit, or cut off heat, utility or water service, or to do anything which interferes with the tenant's use of the apartment.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity. (eff. 1-1-92) (Police Special Order 93-12)
- The landlord shall be fined \$200 to \$500 for each day the lockout occurs or continues.
- The tenant may sue the landlord to recover possession of the unit and twice the actual damages sustained or two months' rent, whichever is greater.

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 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.

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. (eff. 1-1-92)

WHERE CAN I GET A COPY OF THE ORDINANCE?

- 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.

Chicago Rents Right

Good Tenants, Good Landlords, Great Neighborhoods!

For more information, please call 312-742-RENT (7368)



Security Deposit Interest Rates

Chapter 5-12 of the Chicago Municipal Code hereby gives notice that the rate of interest on security deposits under rental agreements from Jan. 1, 2016 through Dec. 31, 2016, shall be:

0.01%

This rate is based on the average of the rates of interest as of Dec. 31, 2015, 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; an Six-month Certificate of Deposit (based on a deposit of \$1,000) 0.01 percent.

- 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 and prepaid rent held more than six months.
- The rate of interest that a landlord must pay is set each year by the City Comptroller. 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.

Rates for previous years:

2015: 0.01%
2014: 0.013%
2013: 0.023%
2012: 0.057%
2011: 0.073%
2010: 0.073%
2009: 0.12%
2008: 1.26%
2007: 1.68%
2006: 1.71%
2005: 1.01%
2004: 0.42%
2003: 0.52%
2002: 0.83%



Ver también:

Seguro de Depósito Tasas de Interés

Capítulo 05.12 del Código Municipal de Chicago por la presente comunica que la tasa de interés de los depósitos de seguridad bajo los contratos de alquiler desde 1 de enero 2016 a través de 31 de diciembre 2016, será el siguiente:

0.01%

Esta tasa se basa en el promedio de las tasas de interés al 31 de diciembre de 2015, de los siguientes tipos de cuentas en el Chase Bank, que es el banco comercial que tenga el mayor número de sucursales ubicadas en la Ciudad de Chicago: cuenta de ahorro del 0,01 por ciento ; Asegurado Money Market 0.01 por ciento; y seis meses Certificado de Depósito (basado en un depósito de \$ 1,000) 0,01 por ciento.

- Un propietario debe dar al inquilino un recibo de un depósito de seguridad que incluye el nombre del propietario, la fecha que fue recibido y una descripción de la unidad de vivienda.
- El recibo debe ser firmado por la persona que acepta el depósito de garantía. Un propietario debe pagar intereses cada año en los depósitos de seguridad y alquiler prepago realizado más de seis meses.
- La tasa de interés que un propietario debe pagar se establece cada año por el contralor de la ciudad. Antes de que un propietario puede deducir los gastos por daños y perjuicios de la fianza, el propietario debe dar al inquilino una declaración detallada de los daños dentro de los 30 días siguientes a la fecha en que el inquilino desocupe la unidad de vivienda.
- Dentro de los 45 días siguientes a la fecha en que el inquilino desocupe la unidad de vivienda, el propietario debe devolver todo el depósito de garantía y el interés requerido, en su caso, menos el alquiler sin pagar y los gastos por daños y perjuicios. En caso de incendio, el propietario debe devolver todo el depósito de garantía y el interés requerido, en su caso, menos el alquiler sin pagar y los gastos por daños y perjuicios.

Las tarifas para los años anteriores:

2015: 0.01%
 2014: 0.013%
 2013: 0.023%
 2012: 0.057%
 2011: 0.073%
 2010: 0.073%
 2009: 0.12%
 2008: 1.26%
 2007: 1.68%
 2006: 1.71%
 2005: 1.01%
 2004: 0.42%
 2003: 0.52%
 2002: 0.83%

SUBSTITUTE
ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Section 2-112-160 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and deleting the language struck through, as follows:

2-112-160 Commissioner – Enforcement powers and duties.

The commissioner of health shall have the following powers and duties:

- (a) Public health related powers and duties:
 - (1) To enforce all the laws of the state and provisions of this Code in relation to matters pertaining to the public health and sanitary conditions of the city;
 - (2) To enforce all regulations of the board of health or any other federal, state or local authority with power to make regulations concerning the public health;
 - (3) To cause all nuisances affecting the health of the public to be abated with all reasonable promptness;
 - (4) To determine when a disease is communicable or epidemic, and establish quarantine regulations whenever it is deemed necessary;
 - (5) To enforce section 4-4-332, Article VIII of chapter 7-28 and all other code provisions applicable to bed bugs.

(Omitted text is unaffected by this ordinance)

SECTION 2. Chapter 4-4 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-4-332, as follows:

4-4-332 Bed bugs.

(a) It is the responsibility of every licensee under this title 4 to provide pest control services when an infestation of bed bugs is found or suspected on any licensed premises. Every licensee shall maintain a written record of the pest control measures performed by the pest management professional and shall include reports and receipts prepared by the pest management professional relating to those measures taken. The record shall be maintained for three years and shall be open to inspection by the departments of health, buildings, and business affairs and consumer protection.

(b) It shall be unlawful for any licensee under this title 4 which provides sleeping accommodations for hire or rent for transient occupancy by guests to rent, hire, or otherwise provide, any such sleeping accommodation in which an infestation of any bed bugs is found or suspected, unless an inspection by the pest management professional has determined that no evidence of bed bugs can be found and verified.

(c) For purposes of this section, the following definitions apply:

“Pest management professional” has the same meaning ascribed to that term in section 7-28-810.

“Transient occupancy” means any occupancy on a daily or nightly basis, or any

part thereof, for 30 or fewer consecutive days.

SECTION 3. Chapter 5-12 of the Municipal Code of Chicago is hereby amended by adding a new Section 5-12-101, and by adding the language underscored, as follows:

5-12-040 Tenant responsibilities.

Every tenant must:

(a) Comply with all obligations imposed specifically upon tenants by provisions of the municipal code applicable to dwelling units, including section 7-28-850;

(Omitted text is unaffected by this ordinance)

5-12-101 Bed bugs – Education.

For any rental agreement for a dwelling unit entered into or renewed after the effective date of this 2013 amendatory ordinance, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the department of health pursuant to section 7-28-860.

SECTION 4. Chapter 7-28 of the Municipal Code of Chicago is hereby amended by adding a new section 7-28-370, as follows:

7-28-370 Disposal of furnishings, bedding, clothing or other materials infested with bed bugs.

(a) No person shall place, discard or dispose of any bedding, clothing or other materials infested with bed bugs on the public way or in a refuse container or dumpster located on the public way, except when such bedding, clothing or other material is placed in or near the person's refuse container or dumpster for pick-up as trash and the bedding, clothing or other material is totally enclosed in a plastic bag and labeled as being infested with bed bugs.

(b) No furnishing, bedding, clothing or other material infested with bed bugs shall be recycled.

(c) For purposes of this section, "bedding" has the same meaning ascribed to that term in section 7-28-810.

SECTION 5. Chapter 7-28 of the Municipal Code of Chicago is hereby amended by adding a new Article VIII Bed Bugs, Sections 7-28-810 through 7-28-900, as follows:

Article VIII Bed Bugs.

7-28-810 Definitions. As used in this article, the following terms are defined as follows:

"Bedding" means any mattress, box spring, foundation, or studio couch made in whole or part from new or secondhand fabric, filling material, or other textile product or material and which can be used for sleeping or reclining purposes.

"Commissioner" means the commissioner of public health.

"Dwelling unit," "landlord," "rent" and "tenant" have the meaning ascribed to those terms in Section 5-12-030.

"Multiple rental unit building" means a building which contains two or more rental units. A "multiple rental unit building" does not include a condominium or cooperative building.

"Pest Management Professional" means a person who: (i) is licensed, registered or certified by the State of Illinois to perform pest control services pursuant to the Structural Pest Control Act, 235 ILCS 235; (ii) has attended courses or undergone training for the proper method for the extermination of bed bugs; and (iii) follows National Pest Management Association Best Practices for the extermination of bed bugs.

"Rental unit" means any dwelling unit which is not owner occupied and is held out for rent to tenants, including any single family home held out for rent to tenants.

7-28-820 Bed bugs-Nuisance.

Bed bugs are hereby declared to be a public nuisance subject to the abatement provisions of this chapter.

7-28-830 Bed bug infestation-duty to exterminate. (a) In any rental unit in which an infestation of bed bugs is found or reasonably suspected, it is the responsibility of the landlord to: (1) provide pest control services by a pest management professional until such time that no evidence of bed bugs can be found and verified; and (2) maintain a written record of the pest control measures performed by the pest management professional on the rental unit. The record shall include reports and receipts prepared by the pest management professional. The record shall be maintained for three years and shall be open to inspection by authorized city personnel, including but not limited to employees of the departments of health and buildings.

(b) In any multiple rental unit building in which an infestation of bed bugs is found or reasonably suspected, it is the responsibility of the landlord to: 1) provide pest control services by a pest management professional until such time that no evidence of bed bugs can be found and verified within the building or portion thereof, including the individual rental units; and (2) maintain a written record of the pest control measures performed by pest management professional on the building. The record shall include reports and receipts prepared by the pest management professional. The record shall be maintained for three years and shall be open to inspection by authorized city personnel, including but not limited to employees of the departments of health and buildings.

(c) A landlord shall provide the pest control services within 10 days after: (1) a bed bug is found or reasonably suspected anywhere on the premises; or (2) being notified in writing by a tenant of a known or reasonably suspected bed bug infestation on the premises or in the tenant's rental unit.

(d) The extermination of bed bugs shall be by:

(1) inspection, and if necessary, the treatment of the dwelling unit on either side of the affected dwelling unit and the unit directly above and below the affected dwelling unit. This pattern of inspection and treatment shall be continued until no further infestation is detected; or

(2) any other method approved by the commissioner in rules and regulations.

(e) A landlord may not knowingly terminate a tenancy, increase rent, decrease services, bring or threaten to bring a lawsuit against a tenant for possession or refuse to renew a lease or tenancy because the tenant has in good faith:

(1) complained of a bed bug infestation within the tenant's rental unit or the premises in which the tenant's rental unit is located to a competent governmental agency, elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code;

(2) complained of a bed bug infestation within the tenant's rental unit or the premises in which the tenant's rental unit is located to a community organization or the news media;

(3) sought the assistance of a community organization or the news media to remedy a bed bug infestation within the tenant's rental unit or the premises in which the tenant's rental unit is located;

(4) requested the landlord to provide pest control measures for a bed bug infestation as required by a building code, health ordinance, other regulation, or the residential rental agreement; or

(5) testified in any court or administrative proceeding concerning any bed bug infestation within the tenant's rental unit or the premises in which the tenant's rental unit is located.

If the landlord acts in violation of this subsection (e), the tenant has a defense in any retaliatory action against him for possession and is entitled to recover possession of the rental unit or terminate the rental agreement and, in either case, may recover an amount equal to two months rent or twice the damages sustained by him, whichever is greater, and reasonable attorneys' fees. If the rental agreement is terminated, the landlord shall return all security and interest recoverable under Section 5-12-080 and all prepaid rent. In an action by or against the tenant, if there is evidence of tenant conduct protected herein within one year prior to the alleged act of retaliation, that evidence shall create a rebuttable presumption that the landlord's conduct was retaliatory. The presumption shall not arise if the protected tenant activity was initiated after the alleged act of retaliation.

7-28-840 Condominium and cooperative buildings-plan for treatment of bed bugs.

(a) No later than 90 days after the effective date of this section, the governing association of a condominium or cooperative building shall prepare a pest management plan for the detection, inspection and treatment of bed bugs in the building. The plan shall include the provisions of section 7-28-830(c).

(b) The governing association shall maintain written records of any pest control measures in the building performed by a pest management professional retained by the governing association and any report prepared by the pest management professional. The plan and records shall be: (1) maintained either on-site in the building or at the property management

office; (2) maintained for three years; and (3) open to inspection upon request by authorized city personnel, including but not limited to employees of the departments of health and buildings.

(c) Every owner of condominium unit or a lessee with a proprietary lease in a cooperative shall immediately notify, in writing, the governing association of any known or reasonably suspected bed bug infestation in the presence of the unit or cooperative, clothing, furniture or other personal property located in the unit or cooperative, and cooperate with the governing association in the control, treatment and eradication of bed bug infestation found or suspected to be in the unit or cooperative.

(d) For purposes of this section the following definitions apply:

"Condominium unit" or "unit" has the meaning ascribed to that term in section 13-72-010.

"Cooperative building" means a building or buildings and the tract, lot, or parcel on which the building or buildings are located and fee title to the land and building or buildings is owned by a corporation or other legal entity in which the shareholders or other co-owners each also have a long-term proprietary lease or other long-term arrangement of exclusive possession for a specific unit of occupancy space located within the same building or buildings.

"Cooperative" is an individual dwelling unit within a cooperative building.

"Governing association" means the board of managers of a condominium homeowners' association or the board of directors of a cooperative building.

(e) The commissioner shall prepare and post on the health department's publicly accessible website a sample plan for the detection, inspection and treatment of bed bugs for the governing association of condominium or cooperative building. The sample plan shall set forth the best practices for the detection and treatment of bed bugs in such buildings.

7-28-850 Tenant Responsibility.

(a) Within 5 days after a tenant finds or reasonably suspects a bed bug infestation in the presence of the tenant's dwelling unit, the tenant shall notify, in writing, the landlord of any known or reasonably suspected bed bug infestation in the presence of the tenant's dwelling unit, clothing, furniture or other personal property located in the building, or of any recurring or unexplained bites, stings, irritation, or sores of the skin or body which the tenant reasonably suspects is caused by bed bugs.

(b) The tenant shall cooperate with the landlord in the control, treatment and eradication of bed bug infestation found or reasonably suspected to be, in the tenant's rental unit. As part of that cooperation, the tenant shall:

(1) not interfere with inspections or treatments;

(2) after reasonable notice in writing to the tenant, grant access at reasonable times to the tenant's rental unit for purposes of bed bug infestation inspection or

treatment:

(3) make any necessary preparations, such as cleaning, dusting or vacuuming, prior to treatment in accordance with any pest management professional's recommendations; and

(4) dispose of any personal property that a pest management professional has determined cannot be treated or cleaned before the treatment of the tenant's dwelling unit.

(5) prior to removing any personal property from the tenant's dwelling unit, safely enclose in a plastic bag any such personal property while it is being moved through any common area of the building, or stored at any other location. The personal property shall remain enclosed in a plastic bag until such time that the property is either properly disposed of or treated and no evidence of bed bug infestation can be found and verified.

(c) Prior to inspection or treatment for bed bug infestation, the landlord shall send a written notice to the tenant of the rental unit being inspected or treated, which advises the tenant of the tenant's responsibilities under this section and sets forth the specific preparations required by the tenant.

(d) This section shall not apply to any tenant of an assisted living or shared housing establishment, or similar living arrangement, when the establishment is required to provide the tenant assistance with activities of daily living or mandatory services. In such cases, the landlord will be responsible to make the necessary preparations, such as cleaning, dusting or vacuuming, of the tenant's rental unit prior to treatment in accordance with any pest management professional's recommendations. For purposes of this subsection, the terms "assistance with activities of daily living," "assisted living establishment," "mandatory services" and "shared housing establishment" have the meaning ascribed to those terms in the Illinois Assisted Living and Shared Housing Act, 210 ILCS 9/10.

7-28-860 Sale of secondhand bedding.

(a) For purposes of this section, the following definitions apply:

"Act" means the Illinois Safe and Hygienic Bed Act, 410 ILCS 68/1.

"Bedding," "manufacturer," "renovator," "rebuilder," "repairer," "sanitizer," and "secondhand material" have the meaning ascribed to those terms in section 410 ILCS 68/5 of the Act.

"Secondhand bedding" means bedding that is made in whole or part from secondhand material or that has been previously used or owned.

(b) Every manufacturer, renovator, rebuilder, repairer and sanitizer of bedding whose product is sold in the city shall comply with the Act.

(c) Every person who sells at retail any secondhand bedding shall post in a conspicuous location nearby the secondhand bedding a written notice in English, Spanish, Polish and Chinese that the bedding is made in whole or part from secondhand material or was previously owned or used.

(d) Every person who sells at retail any secondhand bedding shall provide to the purchaser of such secondhand bedding a written notice in English, Spanish, Polish and Chinese that the bedding is made in whole or part from secondhand material or has been previously owned or used.

(e) Every person who sells at retail any new or secondhand bedding shall inspect all material for soiling, malodor, and pest infestation, including bed bugs, prior to use, sale or distribution of the bedding. If any material in the bedding appears to be soiled, malodorous or infested with pests, the person shall not use, sell or distribute such bedding. If the bedding is infested with bed bugs, the person shall dispose of such bedding and material in an enclosed plastic bag and labeled as being infested with bed bugs.

7-28-870 Public information.

The commissioner shall prepare and post on the health department's publicly available website:

(a) a brochure containing, at a minimum, the following: (1) a statement that the presence of bed bugs in any building or dwelling unit is a public nuisance; (2) information on how to detect the presence of bed bugs; (3) information on how to prevent the spread of bed bugs within and between buildings; (4) a statement that tenants shall contact their landlord as soon as practicable if they suspect they have bed bugs in their dwelling unit; and (5) contact information as to where people can obtain more information; and

(b) information relating to licensing, registration or certification by the State of Illinois to perform pest control services.

7-28-880 Rules.

The commissioner of health and the commissioner of buildings shall have joint authority to promulgate rules and regulations necessary to implement this article..

7-28-890 Enforcement.

(a) Inspectors from the departments of buildings and health shall have authority to inspect the interior and exterior of buildings, other structures, or parcels on which a building is located for bed bug infestation and when any evidence is found indicating the presence of bed bugs at that site and to report such evidence to the appropriate commissioner.

(b) This article may be enforced by the departments of public health or buildings. In addition, the department of business affairs and consumer protection shall have the authority to enforce section 7-28-860.

7-28-900 Violation-penalties

Any person who violates this article shall be fined not less than \$300 nor more than \$500 for the first violation, not less than \$500 nor more than \$1,000 for the second violation within

twelve-months of the first violation, and (3) not less than \$1,000 nor more than \$2,000 for the third or subsequent violation within such twelve-month period. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply.

SECTION 6. This ordinance takes effect 180 days after its passage and approval.

Additional information, including a copy of the ordinance, can be found at:

www.cityofchicago.org/health

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@ChiPublicHealth



/ChicagoPublicHealth



Preventing **BEDBUG** Infestations in Apartments



Bed bugs can be found in homes, apartments, hotels, schools, dormitories, shelters, offices and other places. This brochure provides information on bed bugs and what you should do if you have or suspect you have a bed bug infestation in your apartment. It also describes your rights and responsibilities as a tenant.

Why is this brochure being provided to me?

In 2013, the City of Chicago passed an ordinance to help address the growing problem of bed bugs. This ordinance provides that landlords and tenants share the responsibility in preventing and controlling bed bug infestations. Further, the ordinance requires that landlords provide an informational brochure on bed bugs to tenants. This informational brochure, developed by the Chicago Department of Public Health, is intended to meet this requirement.

What are bed bugs?

Bed bugs are small, flat, wingless insects. They feed on blood and can be a nuisance for individuals. They are named for their tendency to live on mattresses or other parts of a bed.

What do bed bugs look like?

Adult bed bugs are roughly the size, shape and color of an apple seed: 1/4 of an inch in length and light or reddish-brown in color. Immature forms of bed bugs are smaller and lighter in color. Eggs are tiny and white. You should be able to see the adult form with your naked eye, but may need a magnifying glass to see the immature forms or eggs. Please refer to the website listed at the end of this brochure for pictures of bed bugs.

Where do bed bugs live?

Bed bugs can be found anywhere people sleep, sit or lay down. They can be found on mattresses and box springs, especially near the piping, seams and tags, and in cracks and crevices of head boards and bed frames. They can also be found in other furniture, especially in the seams and zippers of chairs and couches, in the folds of curtains, in drawer joints, in electrical outlets, behind picture frames and in other tight spaces.

- 2) Notify tenants prior to any inspection or treatment of their apartment for bed bugs and provide instructions for preparing the apartment.
- 3) Get rid of the bed bug infestation by providing pest control services by a pest management professional and paying for this service.

How much time does a landlord have to provide a pest management professional?

The ordinance allows landlords up to 10 days to have a pest management professional come to inspect your apartment.

Does the ordinance require any specific type of inspection or treatment?

If bed bugs are in an apartment, there is a chance they may be found in additional apartments in that same building, especially those closest to the apartment with the bed bugs. As a result, the apartments on either side and directly above and below the apartment with the bed bugs need to be inspected and if necessary, treated. Treatment will only occur if bed bugs are found.

Do these requirements apply to condominiums or cooperative building?

Yes, but only to units that are being rented.

What penalties can a landlord face for not complying with these requirements?

The ordinance allows the city to issue fines to landlords for not complying with these requirements. Fines can go as high as \$2,000 for a third offense.

What should I do if my landlord is not responsive?

If you suspect there are bed bugs in your apartment, call your landlord immediately and follow-up in writing. Give your landlord up to 10 days to have a pest management professional come to inspect your apartment. If your landlord is not responsive, call 311 and file a complaint.

How can bed bugs get into an apartment?

Bed bugs can get into an apartment by hitching a ride on mattresses or other bedding, furniture, clothing and baggage. Once in an apartment, they can crawl from one room to another, or get into an adjacent apartment by crawling through small cracks or holes in walls or ceilings or under doors. Because bed bugs do not have wings, they cannot fly into or around your apartment.

What can I do to prevent bed bugs from getting into my apartment?

Bed bugs can be found most anywhere, so ALWAYS be aware of your surroundings. Always check furniture and bedding, especially those bought secondhand, for signs of bed bugs before you buy them. NEVER bring items that someone else has disposed of into your apartment, as these items may be infested with bed bugs. When returning home from travel within or from outside the U.S., ALWAYS inspect your luggage carefully for signs of bed bugs before you bring the luggage into your apartment.

What else can I do to prevent a bed bug infestation?

Reduce clutter, especially in bedrooms. Store unused items in sealed containers or plastic bags. Wash and dry bedding often. Check beds and furniture for signs of bed bugs. Purchase mattress and box spring covers.

Do bed bugs transmit disease?

No, bed bugs are not known to transmit disease.

Are there other health concerns related to bed bugs?

Yes. Their bites, like those of other insects, may cause an allergic reaction with swelling, redness and itching. Their presence may cause people to be anxious and lose sleep.

How do I know if I have a bed bug infestation in my apartment?

Though bites may be an indicator of a bed bug infestation, they are generally a poor one as not all people will react to bed bug bites or the bites may be due to other reasons. The best indication of an infestation is to look for physical signs of bed bugs such as live or dead bed bugs, eggs or eggshells or tiny dark spots or reddish stains on mattresses or other places where bed bugs live.

What should I do if I suspect there are bed bugs in my apartment?

Under this ordinance, tenants **MUST** call their landlord immediately then follow-up in writing. Tenants **SHOULD NOT** try to get rid of the bed bugs by applying chemicals, "bug bombs" or pesticides as these do not work and could make you, your family or neighbors sick. Once a tenant has notified the landlord, wait for additional instructions from the landlord and pest management professional. Prompt notification and treatment will help prevent the further spread of bed bugs.

Should I dispose of bedding, clothing or other materials that may be infested?

Disposing of these items is probably not necessary unless directed by a pest management professional. If there are items that do need to be disposed of, do so carefully by sealing them in plastic bags so as to not spread bed bugs further. The ordinance prohibits the recycling of any bed bug infested materials and requires that any bed bug infested materials be totally enclosed in a plastic bag and labeled as being infested with bed bugs when disposed.

What should I do with any linens or clothes that may be infested?

- Wash all linen and other infested materials (including clothing) in hot water, then after drying the clothes, keep them in the dryer and dry for an additional 20 minutes on the highest setting.
- Put un-washable or "dry clean only" materials in the dryer on the highest setting for at least 20 minutes.
- If you have to launder in a common area of the building or at a laundromat, make sure all items are enclosed in a bag before leaving your apartment to prevent the further spread of bed bugs.
- Once all these materials are laundered and dried, seal them in clean bags so bed bugs can't re-infest them.

What are my responsibilities as a tenant under this ordinance?

Tenants have two main responsibilities under this ordinance:

- 1) Notify your landlord within 5 days of suspecting a bed bug infestation;
- 2) Cooperate with the landlord by adhering to the following:

- Don't interfere with an inspection or with a treatment.
- Grant access to your apartment for an inspection or a treatment.
- Make the necessary preparations, as instructed by your landlord or a pest management professional, prior to an inspection or a treatment.
- Dispose of any items that a pest management professional has determined can not be treated or cleaned.
- Enclose in a plastic bag any personal property that will be moved through any common area of the building, or stored in any other location.

Are there any exemptions to these tenant responsibilities?

Yes. The ordinance exempts tenants who live in an assisted living or shared housing establishment, or similar living arrangement, where the establishment is required to provide the tenant assistance with activities of daily living or mandatory services. In such cases, the landlord is responsible for making the necessary preparations and removing or disposing of any personal property.

What penalties can a tenant face for not complying with these requirements?

The ordinance allows the city to issue fines to tenants for not complying with these requirements. Fines can go as high as \$2,000 for a third offense. Landlords can not fine tenants.

What are my rights as a tenant under this ordinance?

Landlords can't retaliate against a tenant if the tenant:

- Complains of a bed bug infestation to a governmental agency elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code.
- Complains of a bed bug infestation to a community organization or to the news-media.
- Seeks the assistance of a community organization or the news-media to remedy a bed bug infestation.
- Asks the landlord to provide pest control measures.
- Testifies in court concerning any bed bug infestation.

What are my landlord's responsibilities under this ordinance?

Landlords have three main responsibilities under this ordinance:

- 1) Educate tenants about bed bugs by providing this brochure when tenants sign a new or renew an existing lease or other rental agreement.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

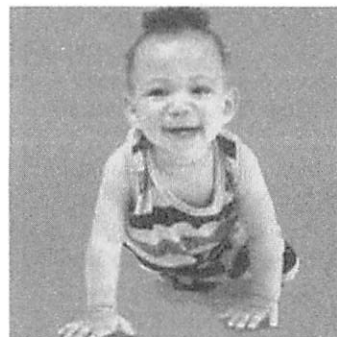
(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Source: U.S. EPA "Lessor's Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards"



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

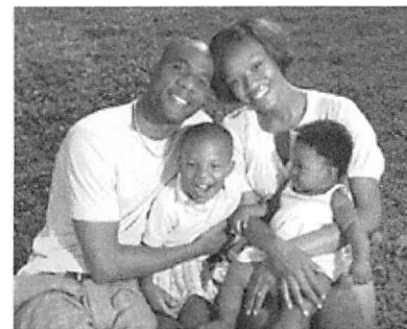
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

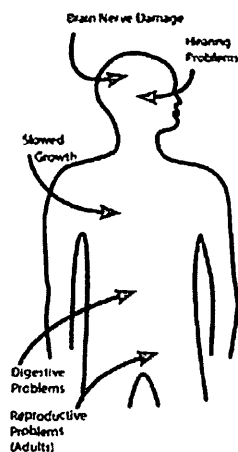
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

3

Hearing or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

4

In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
September 2013

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency (IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

Recommendations for Real Estate Transactions

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Test Options for Real Estate Transactions

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

What to Look for in Short-Term Real Estate Testing Options		
Option	Detector Location	What to do Next
Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 pCi/L or more.
Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.	Continuous monitor placed in each of the lowest structural area suitable for occupancy.	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

If your tests don't agree, contact the IEMA-Division of Nuclear Safety

If your simultaneous or sequential tests are not in agreement (or if you're not sure whether or not they agree), contact the IEMA-Division of Nuclear Safety Radon Program or your licensed radon measurement professional.



When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.



Interference with successful completion of a radon measurement is illegal in Illinois.

Rev. 12/9/2007 (IEMA-018)

IEMA-Division of Nuclear Safety Recommendations for Real Estate Radon Measurements

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Contact the IEMA-Division of Nuclear Safety Radon Program if you are uncertain about anything regarding radon testing. www.radon.illinois.gov

Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act requires that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

When Testing

Be aware that any test lasting less than a week requires closed-house conditions. Closed-house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- Before Testing: Begin closed-house conditions at least 12 hours before the start of the short-term test.
- During Testing: Maintain closed-house conditions during the entire duration of the short term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.

Note that professional measurement licensees are required to post Radon Measurement in Progress Notifications at every building entry.

Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- a family room, living room, den, playroom, bedroom, workshop, or exercise room;
- in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.

For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

DO NOT MEASURE:

- in the kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
- in crawl spaces, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.

The detector should be placed:

- in an area where it will not be disturbed;
- at least three feet from doors and windows to the outside;
- at least one foot from exterior walls;
- 20 inches to 6 feet from the floor;
- at least four inches away from other objects horizontally and directly above the detector;
- away from drafts; and
- four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site www.radon.illinois.gov or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

The IEMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety Radon Program at: (800) 325-1245



IEMA-Division of Nuclear Safety
1035 Outer Park Drive • Springfield, IL 62704
(217) 782-1325 • TDD: (217) 782-6023
www.radon.illinois.gov

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LEASE ADDENDUM FOR DRUG-FREE HOUSING

In the consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Lessor and Lessee agree as follows:

1. Lessee, any member of the lessee's household, or a guest or other person under the lessee's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of Controlled Substances Act (21 U.S.C. 802)).
2. Lessee, any member of the lessee's household, or a guest or other person under the lessee's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near project premises.
3. Lessee, or member of the household **will not permit the dwelling unit to be used for, or to facilitate criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Lessee or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at an location, whether on or near project premises or otherwise.
5. Lessee, any member of the lessee's household, or a guest or other person under lessee's control **shall not engage in acts of violence or threats of violence**, including but not limited to, the unlawful discharge of firearms, on or near project premises.
6. **VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violations shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between Lessor and Lessee.

DATE: _____

DATE: _____

LESSEE'S SIGNATURE

LESSOR'S SIGNATURE

LESSEE'S SIGNATURE

SECTION 42 RIDER TO LEASE

I understand and agree that this document constitutes an addendum to the lease in force at the property known as _____.

I, _____ certify that the recertification process for the HUD and Section 42 Tax Credit Program requirements have been discussed with me, and I understand these requirements as noted below:

1. HUD and Section 42 require that my income and family composition must be annually reviewed to determine if I remain eligible for housing under the Section 42 Tax Credit Program.
2. My annual recertification for next year will be effective on the first day of _____.
3. I will be sent a reminder notice approximately 120 days in advance of this date (And again in 90 days and 60 days and 30 days if needed), notifying me that my Responsibilities in completing the recertification process are as follows:
 - a. I must report to the rental office upon receipt of the reminder notice to begin my recertification process.
 - b. If I do not respond to the reminder notice or any subsequent notice in a timely Manner and cause my recertification to be completed late, I waive the right to a 30 day notice, and any resulting increase in my rent will be implemented retroactively to the scheduled effective date in #2 above.
 - c. I have a cutoff date of _____ in which to contact the owner to begin recertification processing. If I do not respond by the above date I may no longer be eligible for housing under the HUD and Section 42 Tax Credit Program.

Tenant Signature and Date

Tenant Signature and Date

Tenant Signature and Date

Witnessed By: _____

Agent/Owner Signature and Date

LEASE ADDENDUM FOR TENANT HANDBOOK

**I HAVE RECEIVED THE TENANT HANDBOOK FROM BONHEUR
REALTY SERVICES CORPORATION.**

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

**THE PARKING SECTION OF THE HANDBOOK HAS BEEN
REVIEWED WITH THE TENANT BY:**

Revised 1/1/2013

Effective immediately

**The Quincy Apartments
HEARTS UNITED PHASE II LP**

The selection of residents at a housing development is perhaps the most significant decision made by management. By doing a good job of screening applicant(s) and informing them as to what is expected, management makes an important decision in ensuring the stability of the Development.

The following tenant selection policies have been established to minimize subjective factors in deciding who will be selected for residency at the Development. The general approach will be to accept on a first-come first-serve basis, applicant(s) who meet the selection criteria. Selection of residents will be made on an equal opportunity basis without discrimination as to race, color, religion, sex, national origin, handicap, disability, familial status, age, ancestry, marital status, parental status, military discharge status, sexual orientation or lawful source of income.

A copy of these policies is available from the on-site office upon request. These policies are subject to change without notice to previous residents.

This Tenant Selection Plan may be amended and revised without prior written notice.

TENANT SELECTION PLAN

_____ The Quincy _____
"Development"
_____ Chicago _____, Illinois

_____ Hearts United Phase II Limited Partnership _____
"Owner"
_____ Bonheur Realty Services Corporation _____
"Management"

I. INTRODUCTION

This Tenant Selection Plan ("the Plan") outlines the procedures, which will be followed in selecting tenants for the Development. Management is responsible for implementing these procedures.

The Development will offer 107 rental units. The number of low and very low-income units at the Development follows:

54 low income unit
27 very low income units

If a low or very low-income household occupying a unit experiences a change of income and is no longer qualified as a low or very low-income household, the household may remain in the rental unit. If there is such an occurrence, Management must make every effort to continue to rent the same number of units as stated above to low and very low income households, respectively, by leasing the next available unit to a family meeting the requirements.

II. MARKETING PROCEDURES

A. Start of Marketing

1. Affirmative Marketing Requirements

Affirmative marketing efforts will be initiated thirty (30) days prior to any other marketing efforts. A letter will be sent to the groups listed on the outreach section of the Development's Affirmative Fair Housing Marketing Plan stating that the marketing of the Development is commencing. This letter will also contain descriptive information about the Development and solicit tenant referrals ("Exhibit A").

2. Additional Marketing Requirements

If marketing efforts detailed above do not generate a sufficient number of persons interested in the Development, additional marketing efforts will be undertaken as outlined in the Affirmative Fair Housing Marketing Plan. Those persons responding to the marketing efforts will be forwarded information as outlined in Section III.

III. PRE-APPLICATION PROCESS

A. Distribution of Registration Forms

1. A letter ("Exhibit B") will be sent to persons who respond to the initial marketing efforts outlined in Section II. This letter will include a Registration Form to be completed and mailed to the Development ("Exhibit C").
2. All returned Registration Forms will be logged in, indicating the time and date received ("Exhibit D"). The Registration Form will indicate whether the applicant(s) requested a handicapped accessible unit.

B. Processing Registration Forms

1. Registration Forms will be filed in the order received.
2. All persons making inquiries will be provided a Registration Form with instructions to mail the Registration Form to Management. Registration Forms received after initial sorting will be categorized in accordance with the process stated above.
3. No Registration Forms will be accepted after the date on which ninety-five percent (95%) occupancy of the Development has been reached and the applicable Waiting List has been closed.
4. All Registration Forms will be retained on-site permanently.

IV. WAITING LIST PROCEDURES

A. Definition of Waiting Lists

The Development will maintain a Waiting List. The names of all persons from whom Registration Forms were received, but who were not contacted for an interview, will receive a letter stating that they have been placed on the Waiting List and informed of their position on the applicable Waiting List. A person's position on the Waiting List will be based on the chronological order in which he/she applied for occupancy to the Development. Names on the Waiting List will appear in the order of receipt of the Registration Forms with priority given to those who qualify under a Special Occupancy Category (as defined under Section XI). Placement on a Waiting List, however, does not guarantee that the person is eligible or acceptable for occupancy at the Development.

A. Contacting Persons on the Waiting List

1. Applicant(s) will be contacted through the following process: When a unit becomes available the applicant(s) with priority, chronologically, will be selected. Management will telephone the selected applicant(s) at least three (3) times within a forty-eight (48) hour period. If the applicant(s) cannot be reached, a letter will be sent 1st class mail to the applicant(s) requesting a date and time for an interview. If Management does not receive a response to the letter within (10) business days from the date the letter was mailed, the applicant(s) will forfeit the opportunity to apply for the available unit. The applicant(s) Registration Form will be placed in the inactive file. A final letter will be sent 1st class mail informing the applicant(s) that his/her name has been removed from the Waiting List.
2. If the applicant(s) refuses a unit, he/she will remain at the top of the applicable Waiting List. However, a letter will be sent informing him/her that after the second refusal, his/her name will be removed from the applicable Waiting List and placed in the inactive file.
3. When an interview is scheduled but the applicant(s) fails to attend, an attempt will be made to contact the applicant(s) by telephone. If there is no contact after three (3) attempts within forty-eight (48) hours, the applicant(s) Registration Form will be placed in the inactive file. If the applicant(s) is contacted and responds after their Registration Form is placed in the inactive file, and the applicant(s) has a good reason for failing to keep the original appointment (due to illness or accident, etc.), another appointment will be scheduled. If the applicant(s) again fails to attend the interview, the applicant(s) Registration Form will be placed in the inactive file.

C. Updating the Waiting Lists

1. Following the completion of initial interviews, the Waiting List will be updated at least once every twelve (12) months in the following manner: Management will send a letter to each applicant(s) on the Waiting List ("Exhibit E"). The letter will include a Reply Card (Exhibit F) to be returned if the applicant(s) is still interested in living at the Development. The applicant(s) will be given fifteen (15) days (excluding weekends and designated Federal holiday(s) from the date the letter was mailed to respond. If no response is received, the applicant(s) Registration Form will be placed in the inactive file, and a letter will be sent informing the applicant(s) of this action.
2. After of the Waiting List is updated based on the Reply Cards returned, a current status letter ("Exhibit G") will be sent to each applicant(s) informing the applicant(s) of the position of their Registration Form within the unit type category. The current status letter will also inform the applicant(s) that it is their responsibility to notify the Management office of any change in address, telephone number or telephone devise for the deaf (TDD) number (if applicable).

D. Closing/Reopening the Waiting Lists

1. Closing the Waiting Lists

Once the number of Registration Forms for a unit size equals the projected unit turnover for that unit size for a two (2) year period (see chart below), and the Development has attained ninety-five percent (95%) occupancy, Registration Forms will not be accepted.

<u>Unit Size</u>	<u>Annual Projected Turnover</u>	<u>Maximum Registration Forms (Annual Projected Turnover x 2)</u>
1BR	10	20
2BR	20	40
3BR	5	10
4BR	3	6

2. Reopening the Waiting Lists

If, based on Annual Projected Turnover, it is anticipated that all persons who have submitted Registration Forms for a specific unit size will be housed within the next twelve-(12) months, the Waiting List for that unit size only will be re-opened and Registration Forms will again be accepted. Notice of the reopening the Waiting List will be presented to the general public through marketing efforts outlined in the Development's Affirmative Fair Housing Marketing Plan. The only exception to this notice will be in those cases where the Development is experiencing an unexpected vacancy loss due to unusual turnover. All persons contacting the Development regarding the Waiting Lists will be informed of this policy.

V. THE INTERVIEW PROCESS

A. Application Requirements

1. Prior to completing a rental application, the applicant(s) must complete a Registration Form. The Registration Form requests general information including name, address, household size, income, full-time student status, and preferred unit size.
2. The rental agent will take a written application at the management site office. All members of the household age 18 years or older will be required to sign the rental application.

3. If management determines that the prospect may be eligible and a unit is available, a rental application will be completed. A non-refundable credit check fee of \$45 plus \$25 for each additional household members 18 years or older, will be required at the time of application (this credit check fee will not be charged to public housing applicants; this will be paid by the Chicago Housing Authority). Also, a \$100 deposit will be required at the time of the apartment assignment. If the application is approved, the deposit will be applied to the security deposit. If the application is rejected, the deposit will be refunded. If the applicant(s) withdraws the rental application at anytime during the processing of the rental application or fails to take possession of the apartment upon being approved, the deposit will be forfeited.
4. If a model or vacant apartment is not available for showing and an individual(s) completes a rental application for an apartment sight unseen, the applicant(s) can refuse to accept the apartment once the apartment is available for showing without penalty.
5. The following actions will be taken, simultaneously, with respect to all applications for all of the household members 18 years of age and older:
 - a. A credit report will be obtained.
 - b. Verification of income, bank accounts, and other assets will be requested as applicable. In the case of employment, applicants) should have at least a 2-year employment history. In the case of self-employment, applicants) should submit two years of business tax returns and two years of monthly bank statements for the business.
 - c. Other verifications will be requested as appropriate.
 - d. Previous and current landlords will be contacted. Applicant should have at least a 3-year landlord history.
 - e. A criminal conviction check will be obtained. Criminal reports will be evaluated on a case by case basis.
 - f. A home visit to assess the applicant(s') housekeeping habits will be the final step in the approval process.
6. Verification forms will be mailed or faxed by the management office; However, it is the responsibility of the applicant(s) to see that the verifications are completed by the employer, bank, social security administration, or other outside party as the case may be, and returned to management. If verification forms are not received back within 30 days, the verification process may cease and the applicant(s) will not be offered the apartment.
7. Applicant(s) will be required to complete all income certifications required to document tax credit eligibility, where applicable.

B. Completion of Application Process

All applications will be processed within thirty (30) days after the date of the applicant(s') initial interview or within five (5) business days of receipt of all required documentation, whichever is later (excluding weekends and designated Federal holidays).

VI. ELIGIBILITY REQUIREMENTS

A. Income

1. Fifty percent (50%) of the units (54 units) will be rented to households with incomes less than or equal to 60% of the Chicago Median Income as established by the Low Income Housing Tax Credit rules and regulations for the appropriate household size. (This income limitation, also, meets the Home Program Administrative Rules income eligibility requirements.) Twenty Five percent (25%) of the units (27 units) have been set aside and requires occupancy by CHA residents. Twenty Five percent (25%) of the units (26 units) will be rented to households with no maximum income limitation.
2. All applicants, with the exception of the Twenty Five percent (25%) CHA set aside and persons with a Section 8 Housing Choice Voucher, will be required to meet the minimum income requirements. The applicant(s) must have income sufficient to pay the Low Income Housing Tax Credit rent plus utilities assuming that no more than 35% of the household income is used for that purpose. For example: An household applies for a one bedroom apartment. Its income is \$20,000. It would not meet the eligibility requirement: $\$20,000 \times 35\% = \$7000/12 = \$583.33$. The one bedroom rent and utilities are \$545 and \$72, respectively, or a total of \$617 per month.
3. In the case of the applicant(s) not being blood related or married, each applicant should meet the minimum income requirement. Exceptions will be considered on a case by case basis.
4. Persons with a Section 8 Housing Choice Voucher who are interested in applying for an apartment, and who otherwise meet the selection criteria of this Tenant Selection Plan, are welcome and encouraged to apply. Except for elderly and handicapped heads of household, families with a Section 8 Housing Choice Voucher must have at least one household member working 20 hours per week, including work through Earnfare, or the Work First program where the household member is paid wages for his or her work.

Also, a person with a Section 8 Housing Choice Voucher with unemployment benefits and a full-time student will be considered.

B. Sole Residence

The unit must be the applicant(s) sole residence in order for the applicant(s) to be eligible for housing.

VII. OCCUPANCY STANDARDS

The unit applied for must have enough space to accommodate the applicant(s) household. In selecting a unit size for the applicant(s), Management's occupancy standards must comply with Federal, State and local fair housing and civil rights laws, landlord-tenant laws and zoning restrictions.

The following standards shall be used sole/y as a guideline: Generally, occupancy shall not exceed the following:

1 BR – 2 Persons

2 BR - 4 Persons

3 BR - 6 Persons

4 BR - 8 Persons

For non-public housing units, occupancy standards from HUD Handbook 4350.3, Occupancy Requirements of Subsidized Multi-Family Housing Programs will be used as a guideline in determining occupancy. While a single person who is not elderly, disabled, or handicapped is eligible for occupancy in the Development, Management shall extend preference to elderly families.

VIII. SELECTION AND REJECTION CRITERIA

Meeting the eligibility requirements under Section VI does not mean that an applicant(s) will be a suitable tenant. The ability of the applicant(s) to fulfill the obligations of the lease is, also, considered. An applicant(s) may be rejected for one or more of the following reasons:

A. Insufficient/Inaccurate Information on Application

Refusing to cooperate fully in all aspects of the application process or supplying false information will be grounds for rejection.

B. Credit and Financial Standing

1. Any unsatisfactory history of meeting financial obligations (including, but not limited to the payment of rent, outstanding judgments or a history of late payment of bill(s) will be reviewed carefully.

All applicant(s) will be subjected to review. The following standards must be met:

- a. Maximum delinquency of \$2,700 (including R9 credit ratings, collections and civil judgments);
- b. No landlord judgments within the past three years with no new negative landlord history;
- c. Any Chapter 13 bankruptcy must be at least one year old with no new negative credit history; (*Note exception below.)
- d. Any Chapter 7 bankruptcy must be at least two years old with no new negative credit history; (*Note exception below.)
- e. Slow pays and delinquencies for medical bills (hospital and doctors), telephone/cellular phone, cable, student loans and child support will not be counted;
- f. Any outstanding delinquencies owed to utility providers must be paid prior to approval.

(Individuals) whose bankruptcy discharge date is less than one year for a Chapter 13 and less than two years for a Chapter 7 will receive further consideration by the Tenant Selection Committee in the case of excessive medical bills, loss of employment for an extended period, or divorce.) The decision to continue processing the rental application in the case of a bankruptcy will be on a case by case basis.

If a rental application is rejected, Management will provide the applicant(s) with the reason for rejection and give the name of the credit bureau that provided the credit report. Applicant(s) will also be given two (2) weeks to dispute any information on the credit report.

- 2. The inability to verify credit references may result in the rejection of an application. Special circumstances will be considered in which credit has
- 3. The applicant(s)' financial inability to pay his/her rent will be assessed. Ordinarily, the total of the applicant(s)' monthly rent plus other long-term obligations (payments extending more than twelve (12) months) should be less than thirty-five percent (35%) of his/her monthly gross income. Income ratios will be considered in the context of the applicant(s)' credit and employment history and potential for increases in income. The duration of employment history should be a minimum of one year.

All legal forms of income are accepted. In the case of child support, the child support payments must be validated by: 1) court documentation or 2) a minimum of six consecutive months of canceled checks, money order receipts or cashiers' check receipts.

C. History of Residency

Prior evictions and/or outstanding landlord and/or housing judgments within the past three years will be grounds for rejection of application.

The previous three-(3) years of housing and or the past two landlords will be verified and documented for each applicant(s). This includes housing for applicant(s) who were previously homeowners or lived with parents/guardian.

The following circumstances will be considered and evaluated for the applicant or any other person who will be living in the unit:

- any history of physical violence to persons or property:
- any behavior at prior residence which could adversely affect the health, safety and quiet enjoyment of other tenants.

D. Criminal Convictions/Current Drug Use

The following circumstances will be grounds for rejection for the applicant(s) or any other person who will be living in the unit.

- criminal convictions that involved the physical violence to persons or property, or endangered the property, the health and safety of other persons:
- criminal convictions in connection with the manufacture or distribution of a controlled substance; or
- current addiction to or engagement in the illegal use of a controlled substance.

All circumstances regarding criminal convictions, including the period during which the convictions occurred, will be considered and evaluated on a case by case basis.

E. Unsanitary or Hazardous Housekeeping

A home visit will be conducted as a final step in the application process. Unsanitary or hazardous housekeeping will be grounds for rejection. ' Also, damage to the present apartment caused by applicant(s)' household neglect or abuse is grounds for rejection. Housekeeping criteria are not intended to exclude households whose housekeeping is only superficially unclean or disorderly if such conditions do not appear to affect the health, safety or welfare of other residents.

F. Pets

Pets will be allowed in the Development in accordance with our Pet Policy.

G. Child Care

Children living in the Development must be supervised at all times. Applicant(s) with children under 13 years of age must provide written verification to management that adequate daycare or supervision will be provided at all times. Applicant(s) failure to provide requested verification will be grounds for rejection.

IX. APPLICATION ACCEPTANCE AND MOVE-IN PROCEDURE

- A.** Applicant(s) will be notified upon successful completion of the application process at which time arrangements will be made (including a specific time schedule) for lease signing, payment of security deposit and the first month's rent, and attendance at a pre-occupancy orientation.
- B.** The first month's rent and security deposit (i.e., one month's market rent) must be paid at the time the lease is signed in the form of a money order or cashier's check.
- C.** An applicant(s) who has been approved for an apartment must sign the lease, pay the rent and the security deposit, and take possession of the apartment on the scheduled move-in date. As a courtesy, management will telephone an applicant(s) to inform him/her that the rental application has been approved. Also, a "Welcome" letter ("Exhibit H"), which will advise of the next steps in the process, will be mailed to the applicant(s). An applicant(s), who does not proceed with the move-in schedule outlined in the Welcome letter, may forfeit the apartment that was designated. If an applicant(s) wishes to proceed at a later date, within a 30-day period of the date that the rental application was approved, management may offer an alternate apartment and move-in date based on unit size availability.

Prior to move-in, all family members must complete a pre-occupancy resident orientation at the location designated by management.

X. REJECTION PROCEDURES

A. Written Notification

Applicant(s) whose rental applications have been rejected will be promptly notified in writing of the reason(s) for the rejection ("Exhibit I"). This notice will advise the applicant(s) that he/she may, within fourteen (14) days of receipt of the notice (excluding weekends and designated Federal holidays), respond in writing or request to meet with Management to discuss the notice. The notice shall also inform the applicant(s) that responding to Management's notice does not prevent the applicant(s) from exercising any legal rights he/she may have.

B. Rejection Review Process

The applicant(s) will have fourteen (14) days (excluding weekends and designated Federal holiday(s)) to respond in writing or request a meeting to discuss the rejection. Any meeting with the applicant(s) or review of the applicant(s)' written response will be conducted by a member of Management's staff and/or the Owner who did not participate in the decision to reject the applicant(s).

If the applicant(s) appeals the rejection, the applicant(s) will be given a final written decision from Management within five (5) days (excluding weekends and designated Federal holidays) of the written response or meeting. If the decision is reversed, the applicant(s) will be offered a suitable vacant unit. If no such unit is available, the applicant(s) will be offered the next appropriate unit.

XI. SPECIAL OCCUPANCY CATEGORIES

Applicant(s) will be interviewed and processed as authorized in Sections IV through X, with exceptions made as follows:

A. Persons with Disabilities

An applicant(s) with disabilities will be given priority for accessible units if such applicant(s) deems that this type of unit is appropriate. Management will not inquire whether an applicant(s) for a dwelling unit, a person intending to reside in the apartment with the applicant(s), or any persons associated with the applicant(s) has a disability. Nor will management inquire as to the nature or severity of the disability of such a person.

EXHIBITS TO TENANT SELECTION PLAN

- Exhibit 1:** CHA's Tenant Selection Plan for The Quincy
- Exhibit 2:** Screening of Applicants
- Exhibit 3:** Standard Form of Chicago Apartment Lease Agreement
- Exhibit 3A:** Additional Lease Provisions - Chicago Housing Authority Apartments