

# TENANT SELECTION PLAN

## ST. EDMUND'S MEADOWS

### **I. INTRODUCTION**

This Tenant Selection Plan, "the Plan," outlines the procedures that Associates of Triangle, ("Management") will follow in selecting all tenants for the Market Rate, Low-Income and Public Housing units of St. Edmund's Meadows ("Development"). Management is responsible for implementing the procedures outlined in this Plan. St. Edmund's Meadows Limited Partnership is the "Owner."

Forty-Five (45) units will be subject to the provision of the Federal Low Income Housing Tax Credit program. The Development will offer rental units under the following reservations:

# of Units	Resident
11	Units will not have income restrictions imposed on the households
11	Households with incomes no more than 60% of current area median income
20	Households with incomes no more than 50% of current area median income
14	Chicago Housing Authority households with incomes no more than 50% of current area median income

Eleven (11) units do not have income restrictions, 31 units are "Affordable Housing Units", and the remaining 14 units will be reserved for Chicago Housing Authority (CHA) households ("PHA-Assisted Units"). The following policies and procedures will apply to all applicants, unless otherwise noted. Management recognizes that there are additional rights and responsibilities for PHA-Assisted Unit applicants under the Relocation Rights Contract (RRC) (Exhibit J, only in PHA-Assisted Applicants package).

### **II. MARKETING PROCEDURES**

#### **A. Affirmative Marketing Requirements**

Management will initiate affirmative marketing efforts ninety (90) days before any other marketing efforts. Management will send a letter 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).

In addition to the outreach activities stated above, Management will publish a General Notification. General Notification is the placement of suitable advertisements in newspapers identified in the Development's Final Marketing Plan and Affirmative Fair Housing Marketing Plan. Management will publish the General Notification ninety (90) days after all affirmative marketing efforts. The General Notification will include the following items: name, address and telephone number of the rental office, the approximate date units will be available, and the size of the units available. In addition, all printed advertisements will include the Fair Housing logo. The General Notification will also request that persons interested in living in the Development should contact Management within fifteen (15) days of the date of publication of the General Notification.

The marketing of PHA-Assisted Units will begin by notifying the prospective residents included in the CHA RMTS database of the upcoming availability of units. If such notification does not

yield a sufficient number of responses from CHA residents, Management, in consultation with the CHA, will consider more extensive outreach measures.

CHA will maintain the RMTS database and will be the primary source of prospective public housing residents. The CHA will provide Management with sufficient training and instruction materials such that Management can utilize the RMTS database in accordance with the terms of this Plan.

As public housing assisted units undergo turnover, Management will notify the CHA. Upon notification from the CHA that all relocation efforts are complete, Management will be permitted to access the public housing waiting list for this Site as defined by the CHA's applicable policies and procedures.

**B. Additional Marketing**

If marketing efforts detailed above do not generate a sufficient number of persons interested in the Development, then Management will undertake additional marketing efforts as outlined in the Final Marketing and Affirmative Fair Housing Marketing Plans.

**III. PRIORITY OF APPLICANTS**

**A. Priority of Applicants for Affordable Housing Units**

Management will give priority to applicants for the Affordable Housing Units who work. Work is gainful employment with earned income equivalent to at least the minimum wage for 30 hours per week, with exceptions for the elderly and persons with disabilities.

Efforts will be made to inform CHA relocatees about opportunities to apply for Affordable Housing Units.

**B. Priority of Applicants for PHA-Assisted Units**

Management will follow the priority of selecting applicants for PHA-Assisted Units as outlined in the Relocation Rights Contract (Exhibit J), specifically subparagraph (4)(d), and pursuant to the Regulatory and Operating Agreement between CHA and the Owner. Management will give priority to applicants for the Public Housing Assisted Units who work. Work is gainful employment with earned income equivalent to at least the minimum wage for 30 hours per week, with exceptions for the elderly and persons with disabilities.

**C. Priority of Applicants for Accessible Units**

Management will give priority for accessible units to applicants with disabilities under the income limits listed in Section I. Unless applicant requests priority placement in an accessible unit, Management will not inquire whether an applicant for a dwelling, a person intending to reside in that dwelling unit after it is rented and made available, or any persons associated with that person, has a disability or inquire as to the nature or severity of the disability of such person.

**IV. PRE-APPLICATION CARD PROCESSING**

**A. Distribution of Pre-Application Cards**

Management will provide a Pre-Application Card (Exhibit B) to all persons making inquiries about residing in the Development. PHA-Assisted Units Applicants will not complete a Pre-Application Card since they are referred by CHA.

**B. Processing Pre-Application Cards**

1. Management will file and log in order of receipt all returned Pre-Application Cards, indicating the time and date received. The Pre-Application Card log (Exhibit C) will indicate whether the applicant has any priority or requested an accessible unit.
2. Management does not have to accept Pre-Application Cards after the date on which the Development reached ninety-five percent (95%) occupancy and the applicable Waiting List has been closed.
3. Management will maintain on-site for a period of one year all Pre-Application Cards.

## **V. WAITING LIST PROCEDURES**

### **A. Definition of Waiting Lists**

Management will maintain separate Waiting Lists for Affordable Housing Units and Non-income Restricted Units. Applicants who submitted Pre-Application Cards, but who Management did not contact for an interview or reject will receive a letter stating they are on a Waiting List and their position on the applicable Waiting List. An applicant's position on the Waiting List will be based on the chronological order in which an applicant's Pre-Application Card is received; provided, however, that priority will be given to those who qualify for any priority or Special Occupancy Category described in Section (XIII). Those applicants Management deems ineligible based on the information provided in the Pre-Application Card will receive a rejection letter (Exhibit D) specifying the reason for ineligibility and informing the applicant that they can meet with Management to discuss the reason for ineligibility.

Management will maintain a waiting list for PHA-Assisted Units in conformity to all applicable Public Housing requirements. CHA will maintain the RMTS database and will be the primary source of prospective public housing residents. Management will use the RMTS database to identify and track eligible PHA applicants.

The CHA will provide Management with sufficient training and instruction materials such that Management can utilize the RMTS database in accordance with the terms of this Plan. Subsequent priorities in admission to occupancy will be consistent with all applicable public housing requirements.

### **B. Contacting Persons on the Waiting List**

1. Management will contact applicants through the following process to schedule an interview: When a unit becomes available, Management will then telephone the selected applicant at least three (3) times during within a forty-eight (48) hour period. If the applicant cannot be reached, a letter shall be sent by pre-paid First Class mail to the applicant requesting a date and time for an interview. If the applicant does not respond within ten (10) business days from the date Management sent its letter, then the applicant forfeits the opportunity to apply for the available unit, but will remain at the top of the applicable Waiting List. When a second unit becomes available, Management will send another letter to the applicant. If the applicant does not respond to the second letter, Management will deem the applicant inactive and remove the applicant from the Waiting List.
2. If an applicant refuses a unit, the applicant remains at the top of the applicable Waiting List. Management will send a letter to the applicant stating that after a second refusal of an available unit Management will remove the applicant from the applicable Waiting List and place the applicant in the inactive file.
3. When an interview is scheduled, but the applicant fails to attend, Management will attempt to contact the applicant by telephone. Management will telephone the

selected applicant three (3) times within a forty-eight (48) hour period. If there is no contact made with the selected applicant, Management will place the applicant's Pre-Application Card in the inactive file. However, if Management does contact the applicant and the applicant had good cause to miss the interview, such as illness or accident, then Management will schedule another appointment. If the applicant again fails to attend the interview, Management will place the applicant's Pre-Application Card in the inactive file.

4. Management will document all of its attempts at contacting the applicant (Exhibit E).

**C. Updating the Waiting List**

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 on the Waiting List (Exhibit F). The letter will inform the applicant to return the included Reply Card (Exhibit G), if the applicant still wants to live at the Development. The applicant will have fifteen (15) business days from the date Management sent its letter to respond. If Management receives no response, Management will place the applicants Pre-Application Card in the inactive file and send a letter informing the applicant of this action (Exhibit H).

Management will remove names of applicants for the following reasons:

1. Applicants who do not respond to the Management's request to attend meetings or provide and/or update information. When an interview is scheduled, but the applicant fails to attend, Management will telephone the selected applicant three (3) times within a forty-eight (48) hour period. If there is no response from the applicant after three (3) attempts within forty-eight (48) hours, the applicant's name will be determined inactive and removed from the Waiting List.
2. Applicants whose correspondence the U.S. Postal Service marked as "Undeliverable."
3. Applicants who have not returned a completed application within ten (10) business days from the date Management provided an application. Applicants with unusual circumstances may request, in writing, an extension of time, which Management can grant at its sole discretion.
4. Applicants who Management determines are former tenants that owe money to the Development. Management will place these applicants on the Waiting List only after the applicant has paid the debt.

**D. Closing the Waiting List**

Once the number of Pre-Application Cards for a unit size equals three times the total number of units for that size inside the Development or if the Development has attained ninety-five percent (95%) occupancy, then Management does not have to accept any additional Pre-Application Cards.

<u>Unit Size</u>	<u>Maximum Pre-Application Cards per unit size</u>
3 Bedrooms	66
4 Bedrooms	102

**E. Reopening the Waiting List**

If, based on the maximum number of Pre-Application Cards, it is anticipated that all persons who have submitted Pre-Application Cards for a specific unit size and income tier will be

housed within the next twelve (12) months, the Waiting List for that unit size and income tier only will be reopened and Pre-Application Cards will again be accepted. Management will present the notice of the reopening of the Waiting List to the public through marketing efforts outlined in the Affirmative Fair Housing Marketing Plan.

## **VI. APPLICATION PROCESS**

### **A. Application Requirements**

1. Before completing a rental application, the applicant must complete a Pre-Application Card. The Pre-Application Card requests general information including name, address, household size, income, job status, full-time student status, and preferred unit size. Applicants for PHA-Assisted Units will not have to complete a Pre-Application Card.
2. Management will schedule interviews with applicants in accordance with the procedure outlined in Section (V)(B). All members of the applicant household above the age of 18 must attend the interview. If Management determines based on the information provided in the Pre-Application card that a prospective applicant may be eligible and a unit is available, Management will have the prospective applicant complete a rental application at the Management office. Management will require all members of the applicant household above the age of 18 to sign the rental application and release forms authorizing Management or a third party under contract with Management to determine if the applicant satisfies the Owner's Screening Criteria. Each Applicant will pay a non-refundable credit/background check fee of thirty-five (\$35) dollars. CHA will pay for all application fees for applicants for PHA-Assisted Units.
3. Owner's Screening Criteria, established in accordance with Fair Housing requirements:
  - History of Timely Rental Payments: Satisfactory history of meeting financial obligations as evidence by both rental payment history and credit history.
  - Landlord Verification: For all prospective tenants, two years verification of lease in applicant's name, timely rent payment, compliance with any program regulations and conformance with all lease provisions and building rules.
  - Absence of a significant criminal history that suggests the potential for negative impact on the Development, its residents, or its management (Criminal convictions that will result in rejection of the application include, but are not limited, any violent crimes, including arson, drug-related crimes, crimes involving weapons, burglary, sexual assault, rape, child molestation, prostitution, vandalism and theft.)
4. Management or a third party under contract with Management with respect to all applications for all household members 18 years of age and older will take the following actions:
  - a. Obtain a completed and signed rental application.
  - b. Obtain a credit and criminal background report.
  - c. Verify Social Security Card information for all household members age six (6) and older or certify that household member has not been assigned a Social Security number.
  - d. Verify documentation for household members who are non-citizens.
  - e. Obtain copies of birth certificates for all household members.

f. Determine and verify anticipated total annual income from all sources received by the household head and spouse, even if temporarily absent, and by each additional household member, including all net income derived from net family assets. Management will consider only the income the household anticipates obtaining in the twelve months proceeding the date of the rental application. If it is not feasible to anticipate a level of income over a 12-month period, Management will annualize the income anticipated for a shorter period. In the event anticipated income is zero, Management will require a notarized statement signed by all household members age 18 years or older demonstrating that no income is coming into the household. Income includes, but is not limited to the following:

- Full amount of wages and salaries, overtime pay, commission fees, tips and bonuses, and other compensation for personal services
- Net income from operation of a business or profession
- Interest, dividends, and other net income of any kind from real or personal property (Where Net Family Assets exceed \$5,000 annually, see (4) of Net Family Assets)
- Full amount of periodic payments from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts including a lump sum benefit for the delayed start of a periodic payment, excluding lump sum payments of Social Security benefits
- Unemployment, disability compensation, worker's compensation, and severance pay
- Assistance from the Department of Human Services (DHS), such as Temporary Aid to Needy Families (If overpayment or reduction of a grant from DHS is established, the gross amount of the grant will be used for the calculation)
- Alimony, child support payments, and regular contributions or gifts received from persons not residing with the household
- All regular pay, special pay, and allowances of a member of the Armed Forces

Income does not include:

- Income that is temporary or not of a reoccurring nature
- Sporadic gifts
- Reimbursements of medical expenses for any family member
- Lump sum assets, such as inheritances, insurance payments, worker compensation settlements, capital gains, and any settlements for personal or property losses
- Hazardous duty pay for a household member in the Armed Forces
- Income from employed children, including foster children, under the age of 18 years
- Payment received for care of foster children or foster adults
- Payment or allowances from the Energy Assistance Program
- Amounts received from programs funded in whole or in part under the Job Training Partnership Act or Family Support Act
- Full amount of student financial assistance paid directly to the student or to the educational institution
- Amounts received from training programs funded by Department of Housing and Urban Development
- Amounts received by a disabled persons that are disregarded in determining Supplemental Social Security Income eligibility

- Amounts received to cover out-of pocket expense necessary to participate in a publicly assisted program

Net family assets include:

- Cash
- Stocks
- Bonds
- Savings
- Value of equity in real property and other forms of capital investments excluding the cost that would be incurred in disposing of the assets

Net family assets does not include:

- Personal property
- In the case of disposition as part of a separation or divorce settlement, the disposition will not be considered for less than Fair Market Value if it is received and is not measurable in dollar terms.

**B. Home Visit**

Management's staff or an agency contracted by Management will conduct home visits to all applicants who have successfully completed all previous stages of the screening process. The purpose of the home visit is to determine whether the applicant is capable of caring for a unit in a way that creates a healthy and safe living environment.

**C. Completion of the Application Process**

Management will process all applications within thirty (30) business days after the date of the applicant's initial interview if units are available or within five (5) business days of receipt of all required documentation, whichever is later.

**D. Pre-Occupancy Orientation and Unit Walk Through**

If approved, an Applicant's attendance is required at an approved pre-occupancy orientation. The orientation will be designed by Management or a third party agency under contract to the Management.

Once a lease is fully executed, a physical inventory of the unit will be completed with the Resident using Management's check-in/check-out form. During the walk through of the unit, each head of household will receive a standardized verbal explanation for care of the unit. The Resident assumes responsibility for any damage to the assets in the unit and will sign the check-in/check-out form, detailing charge for such damage.

**VII. ELIGIBILITY REQUIREMENTS**

**A. Income**

1. Eleven (11) units will have no income restrictions.

Eleven (11) units are set aside for low-income households with incomes below sixty (60%) percent of Area Median Income, as established by the Low Income Housing Tax Credit rules and regulations for the appropriate household size.

Twenty (20) units are set aside for low-income households with incomes below fifty (50%) percent of Area Median Income.

- Fourteen (14) PHA-Assisted Units are set aside for Chicago Housing Authority households with incomes no more than fifty (50%) percent of Area Median Income.
2. Applicants, with the exception of applicants for PHA-Assisted Units, must have income sufficient to pay the rent plus utilities assuming that no more than Forty (40%) percent of the gross household income is used for that purpose.

**B. Sole Residence**

All units in the Development (Public Housing, Affordable Housing and non-income restricted) must be the applicant's sole residence in order for the applicant to be eligible for housing.

**C. Full Time Students**

Applicants who are full time students may reside in the unit but may not be the head of the household and must meet any other requirements as established by the Low Income Housing Tax Credit Rules.

**VIII. OCCUPANCY STANDARDS**

- A. The following standards will determine the number of bedrooms required to accommodate a family of a given size, except that such standards may be waived when a vacancy problem exist and it is necessary to achieve or maintain full occupancy. In selecting a unit size for the applicant, Management's occupancy standards must comply with Federal, State, and local fair housing and civil rights laws, landlord-tenant laws, and zoning laws.

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
3	3	6
4	4	8

- B. Notwithstanding anything to the contrary, if during the term of any lease, a child is born or a child under the age of one is adopted by Tenant, and as a result of such birth or adoption, the occupancy standard established above shall be violated, the Tenant shall not be required by Landlord to move or transfer to a larger unit in order to comply with the occupancy standard until the conclusion of the term of the then-existing lease; provided however, that the Tenant shall at all times satisfy all other obligations under the Lease and Rules and Regulations applicable to the leased premises.

**IX. SELECTION AND REJECTION CRITERIA**

Meeting the eligibility requirements under Section VII does not mean that an applicant will be a suitable tenant. Management will also consider the ability of the applicant to fulfill the obligations of tenancy, including paying rent and other charges, caring for and avoiding damage to a unit and common areas, and refraining from engaging in activities that would threaten the health, safety or right of peaceful enjoyment of the premises by others. For the purpose of the CHA Leaseholder Housing Choice and Relocation Rights Contract (RRC), the criteria under this Section IX shall be deemed "property specific requirements." Management may reject an applicant for one or more of the following reasons (collectively, the Screening Criteria):

- A. **Age and Cosigners.** Applicants must be at least 18 years old. No third-party guarantors, individuals that do not reside in the unit, will be accepted as co-signers on the lease.
- B. **Insufficient/Inaccurate Information on Application**

Refusing to cooperate with Management during the application process, refusing to provide information required by Management, or supplying false information will be grounds for rejection.



**C. Credit, Financial Standing and Employment**

1. 70% R-1 and R-2 payment history is preferred.
2. Management will assess the applicant's financial ability to pay rent. The total of the applicant's monthly unit rent plus utilities, with the exception of the PHA assisted units, should be less than forty (40%) percent of the applicant's gross income. Management will consider income ratios in the context of the applicant's credit, employment history, and potential for increases in income. Management will give priority to applicants who work. Work is gainful employment with earned income equivalent to at least the minimum wage for 30 hours per week, with applicable exceptions for the elderly and persons with disabilities.
3. Any unsatisfactory history of meeting financial obligations, including but not limited to the payment of rent and outstanding judgments or a history of late payment of bills as outlined below will be reviewed carefully, and may, in Management's sole discretion, and except as further set forth in Section L for the PHA assisted units will, be grounds for rejection:

All household members 18 years of age or older will be subjected to review. The following standards be met:

- a. No landlord collections/judgments/evictions within five years unless paid in full.
- b. Any bankruptcy must be at least two years old, with no new negative credit history; provided, however, that an individual whose bankruptcy discharge date is within the last two years will receive further consideration by Management in the case of mitigating circumstances such as excessive medical bills, loss of employment for an extended period, or divorce. Management will give less negative weight to those bankruptcies that occurred earlier in the two-year period. Management will also give less negative weight to bankruptcies where bankruptcy debts did not include rental and utility payments. The decision to continue processing the rental application in light of such mitigating circumstances relevant to a bankruptcy will be made on a case-by-case basis in Management's sole discretion.
- c. No debt due to any public housing authority.
- d. Management will not consider any slow pays and delinquencies for medical bills from hospitals or doctors and student loans.
- e. Any outstanding delinquencies owed to utility providers must be paid prior to approval. An allowance may be made for a payment plan with a utility that is in good standing for six months and that utility's willingness to re-establish an account with the applicant. Management will require proof.

If Management rejects a rental application because of poor credit or financial standing, Management will provide the applicant with the reason for rejection and give the name of the credit bureau that provided the credit report. An applicant may appeal a rejection pursuant to Section (X).

4. The inability to verify credit references may result in rejection of an application. Management will consider special circumstances in which the applicant has not established a credit history, such as income, age, or marital status. Lack of credit history will not cause an immediate rejection of an application.

5. The inability to verify income may result in the rejection of the application. Management will accept all legal forms of verifiable income. In the case of child support, the applicant must validate the child support payments by court documentation or a minimum of six consecutive months of cancelled checks, money order receipts, or cashiers' check receipts. If an applicant's income exceeds the limits on income restricted units, Management may offer assistance in finding the applicant a market rate apartment.

**D. History of Residency**

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

The previous three (3) years of housing will be verified and documented for each applicant. This includes housing for applicants who were previously homeowners or lived with parents or guardians. Management will consider the following circumstances with respect to the applicant or any other person who will be living in the unit, and may be grounds for rejection of an application:

1. Any history of physical violence to persons or property.
2. Any behavior at prior residence that could adversely affect the health, safety, and quiet enjoyment of other tenants.
3. Any criminal activity by a guest or visitor of the applicant that threatened the health, safety or peaceful enjoyment of other residents.
4. A record of consistent failure to timely pay rent.
5. Applicant is in violation of applicant's current lease.
6. Any activity that involved causing a fire on or near residential premises, either intentionally, or through gross negligence or careless disregard.

**E. Criminal Activity/Drug-Related Activity**

1. Management will not admit an applicant if a background check reveals any of the following circumstances with regard to an applicant or member of an applicant's household:
  - (a) Any applicant or member of applicant's household is subject to a lifetime registration requirement or a 10 year registration requirement under the Illinois Sex Offender Statute;
  - (b) Any criminal activity during the period subject to review under Section 5(a)(2) of the CHA Residential Lease Agreement, currently the past three years, or any successor provision thereto, the "Review Period," that involved physical violence to another person or property, assault, aggravated assault, or which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other Residents, Management or its employees;
  - (c) Any drug-related criminal activity during the Review Period, including but not limited to the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance;
  - (d) Any criminal activity involving a weapon, as defined under the Illinois Criminal Code, during the Review Period, including but not limited to displaying a weapon with

a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge a weapon to inflict injury on another person or to damage any property through the intentional, reckless, careless, or negligent use of such weapon; or

(e) Any criminal activity during the Review Period that involved arson.

2. The following circumstances will be grounds for rejection of an application or any other person who will be living in the unit, provided that such circumstances, including the period during which criminal activity occurred, will be considered on a case by case basis in light of mitigating circumstances by Management in its sole discretion, as specified in Section IX below:

(a) In the past ten years any member of the applicant's household engaged in any criminal activity which would constitute a felony under applicable law;

(b) Any criminal activity from the period further in the past than the Review Period but no more than ten years prior to screening, including:

(i) Physical violence to another person or property, assault, aggravated assault, or activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other Residents, Management, or its employees;

(ii) Any drug -related criminal activity, including but not limited to the illegal manufacture, sale, distribution, storage, service, delivery, or cultivation of a controlled substance;

(iii) Any criminal activity involving a weapon, as defined under the Illinois Criminal Code, including but not limited to displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge a weapon to inflict injury on another person or to damage any property through the intentional, reckless, careless, or negligent use of such weapon; or

(iv) Any criminal activity that involved arson.

(c) Management determines that an applicant's use, pattern of illegal use, or pattern of possession of a controlled substance or such person's use or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, Management, or its employees. For the purpose of this plan, pattern shall mean more than one incident.

3. Mitigating circumstances are facts relating to the applicant's record of unsuitable behavior which, when verified, would indicate that the reason for the unsuitable behavior is no longer in effect or is under control and the applicant's prospect for lease compliance is an acceptable one. Consideration of verifiable mitigating circumstances does not guarantee that an applicant will be admitted. Management will consider the seriousness of the offense, whether or not the applicant was convicted of the offense, the circumstances surrounding the offense, and whether the offense occurred only once or was repeated. In addition, Management will consider at its sole discretion the following mitigating circumstances as support for an applicant's assertion that the applicant is no longer involved in criminal activity and that his or her prospect for lease compliance is acceptable:

(a) The applicant has no subsequent criminal history;

(b) Verification from a probation or parole officer that the applicant has satisfied the terms of his or her probation or parole, if applicable;

(c) Verification of the applicant's participation in services or counseling services;

- (d) Verification that the applicant has made restitution for his or her criminal activity, if applicable;
- (e) In connection with evidence of current illegal drug use, applicant provides:
  - (i) Verification from a reliable certified drug treatment counselor or program administrator indicating that the applicant has been in treatment, that there is a reasonable probability that the applicant will be successful in refraining from using illegal drugs and that the applicant is complying with the program requirements and is not currently using a controlled substance. Management shall be the final judge of what constitutes adequate and credible verification.
  - (ii) Verification from a self-help program, such as Narcotics Anonymous, indicating that the applicant has been participating in their program, that there is a reasonable probability that the applicant will be successful in refraining from use of illegal drugs and is not currently using a controlled substance;
  - (iii) Verification from a probation or parole officer that an applicant has met or is meeting the terms of probation or parole with respect to refraining from the illegal use of a controlled substance; or
  - (iv) Negative results of an additional voluntary drug test, conducted at facilities that use the National Institute of Drug Abuse Guidelines and which screens for illegal drugs only, not properly prescribed prescription drugs containing controlled substances.
- (f) In connection with applicants who are currently enrolled in a substance abuse treatment program, but who have a history of substance abuse treatment followed by recidivism, Management will require that the applicant provide evidence of circumstances described in Section (IX)(E)(3)(e) above and demonstrate why his or her current situation is more likely than in the past to lead to successful abstention from illegal use of controlled substances.

**F. Home Visits/Unsanitary or Hazardous Housekeeping**

1. Management, or an agency retained by Management, may conduct a home visit as a final step in the application process as mentioned in Section (VI)(B). Management will notify applicants at least two days before the scheduled visit. The purpose of the home visit is to determine whether the applicant and all potential occupants are capable of caring for a unit in a way that creates a healthy and safe living environment.
2. If the unit inspected as part of the home visit shows health or safety hazards caused by the applicant or other potential occupants, housekeeping that contributes to infestation, or damage to the unit caused by the applicant or other potential occupants, the application may be rejected. Management, or an agency retained by the Management, may take photographs to document the applicant's housekeeping. Housekeeping criteria are not intended to exclude households whose housekeeping is only superficially disorderly if such conditions do not appear to affect the health, safety, or welfare of other residents.
3. If the home visit reveals that the applicant is currently permitting unauthorized occupants to reside in the unit, that the applicant or other potential occupants are engaged in criminal activity, or some other circumstances which are not consistent with the information presented in the applicant's application, the applicant may be rejected. Management, or an agency retained by Management, will document any cases where a home visit results in a rejection.

**G. Pets**

No animals except fish are allowed. Exceptions to this policy, including for reasonable accommodations, require the written consent of Management.

**H. Child Care**

Children living in the Development must be adequately supervised. Applicants, at original occupancy and lease renewal, with children under thirteen (13) years of age must provide written verification to Management that adequate day care or supervision will be provided at all times, if there is no full-time adult supervision in the home, and written verification of school enrollment for children over six (6) years of age. Children must be properly supervised at all times or the lease may be terminated at Management's sole discretion.

**I. Other Basis for Rejection of Application**

1. At time of application, applicant submitted funds that were not honored by the financial institution from which they were drawn.
2. During interactions with Management, applicant appears drunk or under the influence of drugs, or is abusive as evidenced by objectionable conduct such as physical violence, threats, or profanity. Management shall maintain written documentation of such conduct and Management shall provide CHA with copies of such written documentation.
3. No appropriately sized units are available for Applicant's household size, as determined in Section VIII.
4. Applicant has attempted to bribe a member of staff in order to obtain an apartment.

**J. Factors Management Will Not Consider Concerning an Application**

- Race
- Marital Status
- Parental Status
- Sexual Preference
- Source of Income
- Disability
- Ancestry
- National Origin
- Political Ideology
- Color
- Religion
- Age, as defined by Chicago Fair Housing Regulations
- Sex

**K. During the screening process, Management staff performing the review will consider the following before rejection of any application:**

1. If Management receives negative screening information on an applicant, Management will contact the applicant and set up a second meeting to determine whether mitigating circumstances exist that make it possible to approve the application.
2. If an applicant fails to satisfy the Screening Criteria and there is no evidence of mitigating circumstances, Management will reject the application. If an applicant is eligible and passes the Screening Criteria, Management will accept the applicant subject to the availability of units.

3. If rejected, an applicant may request an informal meeting with Management to determine whether the rejection was in compliance with the aforesaid procedures.

**L. Opportunity to Comply with Screening Criteria for PHA-Assisted Units – Relocation Rights Contract**

An applicant for a Public Housing Unit who (1) is entitled to the rights afforded by the RRC and (2) does not satisfy the Screening Criteria in this Section IX, but (3) is otherwise Lease Compliant pursuant to the RRC, will be conditionally accepted for occupancy of a Public Housing Unit in the Development, but only if the applicant provides evidence sufficient, in Management's sole discretion, to show that the applicant is engaged in activities designed to help the applicant meet the Screening Criteria within one year of occupancy, as required by this Section (IX). By way of example only, the following could be submitted by an applicant to show participation in activities to meet Screening Criteria.

- In the case of an applicant whose screening reveals unpaid utility bills or excessive delinquent debts, such applicant could submit written third party verification that the applicant is participating in and fulfilling the terms of a payment plan designed to eliminate such bills or delinquent debt.

In the event that the applicant fails to satisfy the Screening Criteria after one year of occupancy, Management shall notify the applicant and CHA, and the CHA shall transfer the applicant to a unit outside the Development in accordance with the RRC.

**X. APPLICATION ACCEPTANCE AND MOVE-IN PROCEDURE**

- A. Management will notify applicants 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 first month's rent, and attendance at a tenant orientation.
- B. The applicant must pay the first month's rent and security deposit at the time the lease is signed in the form of a money order or cashier's check. The security deposit is equal to one month's rent. Residents of CHA units will pay a security deposit in accordance with CHA's security deposit requirements, which currently require payment of a deposit equal to the greater of \$50 or one month's rent, but in no event in excess of \$150.
- C. An applicant who Management has 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 to inform him or her that the rental application has been approved. In addition, Management will mail a "Welcome Letter" (Exhibit I) to the applicant that will include the next steps the applicant must take. An applicant who does not proceed with the move-in schedule outlined in the Welcome Letter may forfeit the designated apartment. If an applicant wishes to move in at a later date, but within a thirty (30) day period of the date that the rental application was approved, Management may offer an alternate apartment and move-in date based on availability. The above move-in procedure, to the extent inconsistent with the RRC, will not apply to current CHA Leaseholders who have been accepted for occupancy of a Public Housing Unit.
- D. Before move-in, all family members 18 and older must complete a pre-occupancy tenant orientation at the location designated by Management.
- E. All applicants accepted for occupancy shall concurrently with lease execution, execute all applicable addenda and riders to the lease.

## **XI. REJECTION PROCEDURES**

### **A. Written Notification**

Management will promptly notify applicants in writing whose rental application has been rejected and will include the reason(s) for the rejection (Exhibit D). The notice will advise the applicant that he or she may within fourteen (14) business days of the receipt of the notice respond in writing or request to meet with Management to discuss the notice. The notice shall also inform the applicant that responding to Management's notice does not prevent the applicant from exercising any legal rights. In the case of applicants for PHA-Assisted Units, Management shall provide a copy of such notice to CHA.

### **B. Review of Rejected Applicants**

The applicant will have fourteen (14) business days to respond in writing or request a meeting with Management to appeal the rejection. An applicant appealing a rejection on the basis of poor credit or financial standing will be given forty-five (45) days from Management's receipt of an Appeal Request to dispute any information on the credit report. If Forty-five (45) days lapse without the applicant disputing the information on the credit report, and the applicant has not pursued an appeal on other grounds pursuant to this Section, Management shall deem the application rejected and the applicant shall be required to re-apply for a unit in the Development. A member of the Management's staff who did not participate in the decision to reject the applicant will conduct any meeting with the applicant or review of the applicant's written response.

If the applicant appeals the rejection, the applicant will be given a final written decision from Management within five (5) business days of Management's meeting with the applicant or Management's receipt of the applicant's written response. If Management reverses the rejection, the applicant will be offered a suitable vacant unit. If no such unit is available, the applicant will be offered the next appropriate unit. While an applicant's appeal is pending, no unit will be reserved for the applicant. An applicant whose appeal Management denies will not be offered a unit.

Current CHA Leaseholders whose application to reside in a Public Housing Unit is rejected because of a failure to satisfy Management's Screening Criteria or a failure to engage in activities to meet the Screening Criteria may, pursuant to the RRC and the CHA Grievance Procedure, request an informal hearing with Management and, if applicable, a formal hearing before an independent hearing officer. Management will provide CHA with copies of correspondence with the applicant in connection with the filing of a grievance by a rejected applicant.

## **XII. SPECIAL OCCUPANCY CATEGORIES**

All applicants given preference within a Special Occupancy Category must meet the eligibility and selection criteria outlined in this plan. Applicants will be interviewed and processed as authorized in this plan, with exceptions as follows:

### **A. Persons with Disabilities**

An applicant with disabilities will be given priority for accessible units if an accessible unit is requested and documentation of need is received. Unless an applicant requests placement in an accessible unit, Management will not inquire whether an applicant or a member of an applicant's household has a disability or inquire as to the nature or severity of the disability of such persons. If the applicant deems that the accessible unit is not appropriate for the household's needs, the applicant's name will return to its place on the Interested Person's List or Waiting List, as applicable.

10-10-03 11:08AM FROM-TRIANGLE ASSOCIATES  
10/10/2003 09:08

317 575 7182

P-008 P.002/002 P-008

**XIII. AMENDING THE TENANT SELECTION PLAN**

Management may amend this Tenant Selection Plan only with prior written approval of the CHA. Notwithstanding the foregoing, Management may, without the consent of CHA amend this Tenant Selection Plan to bring it into compliance with existing fair housing or other laws.

**XIV. CERTIFICATION**

Management certifies that the contents of this plan will be followed as written and that no other Tenant Selection Plan has been executed for the Development at this time or will be executed for the Development at this time, or subject to Section XIII, will be executed in the future without the written approval from CHA.

Submitted:

Management: Associates of Triangle

By: Name: James W. HaynesAs: PresidentDate: 10/10/03

Owner: St. Edmund's Meadows Limited Partnership

By: Name: Richard L. TolliverAs: President & CEODate: 10/10/03



**EXHIBITS TO TENANT SELECTION PLAN\***

Exhibit A:	Pre-Marketing Letter
Exhibit B:	Pre-Application Card
Exhibit C:	Pre-Application Log
Exhibit D:	Rejection Letter
Exhibit E:	Tenant Tracking Log
Exhibit F:	Update Waiting List Letter
Exhibit G:	Reply Card
Exhibit H:	Inactive Letter
Exhibit I:	Welcome Letter
Exhibit J:	Relocation Rights Contract

10/06/2003 14:15 5

PAGE 02

EXHIBIT A  
APPLICANT INQUIRY

Date \_\_\_\_\_

Dear \_\_\_\_\_:

Thank you for your initial inquiry regarding housing at \_\_\_\_\_. Residents will be selected only from those eligible persons who make formal application. We had numerous inquiries for our apartments.

We are now accepting pre-application cards from interested households. If you are still interested in living at \_\_\_\_\_, please return the enclosed pre-application card by mail as soon as possible.

You may be eligible for a preference if one of the following conditions applies to you have been displaced: from an urban renewal area; by a disaster, such as a fire or flood, or by an activity carried on by an agency of the United States or by any State or local government body or agency. (Also list the preferences adopted by the owner). Households qualifying for a preference will receive assistance before any other applicant households that are not so qualified. If you feel you qualify for a housing preference, complete the appropriate certification form attached to this letter and return it along with your pre-application card by mail.

For households not claiming housing preference, screening will be conducted according to the order in which the pre-application cards were received.

Interviews will be conducted at \_\_\_\_\_. Leasing personnel will be unable to see applicants prior to their scheduled interview. If you have any questions, we will be happy to answer them at the time of your interview.

The \_\_\_\_\_ Development does not discriminate against any applicant on the basis of race, color, creed, religion, sex, national origin, age, familial status, ancestry, unfavorable military discharge, marital status, receipt of governmental assistance, or handicap.

The \_\_\_\_\_ Development does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

\_\_\_\_\_  
Name\_\_\_\_\_  
Address\_\_\_\_\_  
City State Zip Code\_\_\_\_\_  
Telephone (voice)\_\_\_\_\_  
Telephone (TDD)

Sincerely,

Resident Manager

EXHIBIT B  
PRE-APPLICATION CARD

Date Rec'd \_\_\_\_\_

Time Rec'd \_\_\_\_\_

Interested person for \_\_\_\_\_ 1 BR \_\_\_\_\_ 2 BR \_\_\_\_\_ 3 BR (check one)

Name (Head of Household): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

Would you be interested in a handicapped accessible unit? ( ) Yes ( ) No

Do you feel you qualify for a housing preference? ( ) Yes ( ) No

Do you live/work in the \_\_\_\_\_ community? ( ) Yes ( ) No

Annual Household Income: \$ \_\_\_\_\_

Household data: Please list all persons who will occupy the unit:

Name	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date apartment is needed? \_\_\_\_\_

Optional and for Subsidized Programs Only. RACE: Caucasian \_\_\_\_\_ African American \_\_\_\_\_  
Hispanic \_\_\_\_\_ Other \_\_\_\_\_

EXHIBIT C  
PRE-APPLICATION CARDS LOG  
IN ORDER OF RECEIPT

**Check All That Apply**

DATE	TIME	REC'D	NAME	TYPE	HOUSING PREFERENCE	HANDICAPPED UNIT
------	------	-------	------	------	-----------------------	---------------------

1

Exhibit D  
**St. Edmund's Properties**  
6253 S. Michigan  
CHICAGO, IL 60637  
(773) 493-2411

Date \_\_\_\_\_

Appl. No. \_\_\_\_\_

**NOTICE OF APPLICATION REJECTION**

Dear Applicant(s):

In order to be approved for admission, applicants must meet eligibility requirements of both the Low-Income Housing Tax Credit (LIHTC) program and the selection criteria of St. Edmund's Properties. Based on the information which you have supplied and/or which we have verified for you, we regret to inform you that we cannot approve your application for the following reason(s):

\_\_\_\_\_ Annual income exceeds the applicable LIHTC income limit

\_\_\_\_\_ Insufficient income available to pay rent and utilities at St. Edmund's Properties and pay other living expenses and/or obligations

\_\_\_\_\_ Unacceptable rent or mortgage payment history and/or negative landlord response

\_\_\_\_\_ Unacceptable credit record

\_\_\_\_\_ Other: \_\_\_\_\_

Comments: \_\_\_\_\_

If you do not agree with this determination, you may wish to respond IN WRITING within fourteen (14) days from the date of this letter to request a meeting with management to submit additional information which may have a bearing on this decision.

Sincerely,

\_\_\_\_\_  
St. Edmund's Properties

cc: Applicant file

(REJET 8-95)

Exhibit E  
St. Edmund's Meadows

Tenant Tracking Log

Application Number	Date Rec'd	Name(s)	Unit Size	Approval Date	Reject / Cancel Date	Action
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
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38						
39						
40						
41						
42						
43						
44						
45						
46						
47						
48						

EXHIBIT F  
WAITING LIST UPDATE

Date \_\_\_\_\_

Dear Friend:

We are currently in the process of updating our waiting list for \_\_\_\_\_.  
Some time ago, you expressed an interest in living at our development,  
and your name was placed on the waiting list.

If you are still interested in living at \_\_\_\_\_,  
enclosed is a card which must be returned to \_\_\_\_\_  
management office, within 15 days (excluding weekends and designated Federal Holidays). Failure  
to return this information within this time period will result in your name being permanently removed  
from the waiting list.

It is not necessary to call or come in to the office at this time as we do not have anything  
immediately available.

The \_\_\_\_\_ Development does not discriminate against  
any applicant on the basis of race, color, creed, religion, sex, national origin, age, familial status,  
ancestry, unfavorable military discharge, marital status, receipt of governmental assistance, or  
handicap.

The \_\_\_\_\_ Development does not discriminate on the basis  
of handicapped status in the admission or access to, or treatment or employment in, its federally  
assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination  
requirements contained in the Department of Housing and Urban Development's regulations  
implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone (voice)

\_\_\_\_\_  
Telephone (TDD)

Thank you for your interest in \_\_\_\_\_.

Sincerely,

Resident Manager

**Exhibit G: Reply Card**

**REPLY CARD**

**St. Edmund's Meadows**

I am still interested in living at:

St. Edmund's Meadows

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Work Telephone Number: \_\_\_\_\_

Unit Size Desired: \_\_\_\_\_



Exhibit H  
**ST. EDMUND'S MEADOWS**  
C/O ST. EDMUND'S VILLAGE  
6253 S. MICHIGAN AVENUE  
CHICAGO, IL 60637  
773-493-2411 (TEL) 773-493-5947 (FAX)

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Appl. No: \_\_\_\_\_

**NOTICE OF APPLICATION CANCELLATION**

Dear Applicant(s):

Please be advised that we are canceling your application for housing at St. Edmund's Meadows as of \_\_\_\_\_, 20\_\_\_\_ for the following reason(s).

1. You have notified us that you are no longer interested in an apartment here.
2. You have not provided the additional information needed to complete or process your application.
3. You did not keep your application appointment with us and did not request that we reschedule your appointment.
4. We have had no response or have been unable to contact you at the address and/or telephone number provided to us.
5. You have not contacted us within the past six months as required to remain on our waiting list.
6. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you disagree with this determination, please notify us IN WRITING within fourteen (14) days from the date of this letter to reactivate your application. We appreciate your interest in our apartments. Please let us know should you later wish to reapply.

Sincerely,

\_\_\_\_\_  
Site Manager

Exhibit I  
**ST. EDMUND'S MEADOWS**  
C/O ST. EDMUND'S VILLAGE  
6253 S. MICHIGAN AVENUE  
CHICAGO, IL 60637  
773-493-2411 (TEL) 773-493-5947 (FAX)

---

APPROVAL LETTER

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_,

This letter is to inform you that your application for residency at St. Edmund's Meadows has been approved. We thank you for your completion of all the necessary, and sometimes time consuming paperwork.

Below is the list of the utility companies that will need to be contacted to place the utility services into your name(s). If the utilities are not placed into your name(s) within 3 days of your occupancy, the services will be disconnected.

Electric	_____	_____
Gas	_____	_____

Your scheduled move in date is \_\_\_\_\_ 200 \_\_\_\_.

The calculation of your move-in monies due is listed below:

Security Deposit:	\$ _____
Pro-rated Rent (Rental amount divided by 30 days)	\$ _____

In addition, please make sure to bring your proof of Renter's Insurance listing St. Edmund's Meadows as certificate holder.

If you should have any questions regarding this letter, please do not hesitate to contact me at 773-493-2411.

Sincerely,

Site Manager



☎ 312.803.4900  
📠 312.803.4905  
🐦 @ChicagoREALTORS  
🌐 [www.ChicagoREALTOR.com](http://www.ChicagoREALTOR.com)

## 2017 CHICAGO RESIDENTIAL LEASE

### IMPORTANT MESSAGE FOR COMPLETING LEASE

- This lease is date sensitive and is up to date with local, county and state law for 2017. Do not use for subsequent calendar years. The lease will be updated annually.
- The attached lease is in a fillable PDF format to aid in its use.
- The lease must be used in its entirety. The lease, including REQUIRED attachments, is 25 pages.
- Fill in each blank. If not applicable use "N/A" or in the case of no security deposit use "None".
- Spaces are provided if you as an owner or owner's agents insist upon taking a security deposit.
- C.A.R. recommends avoiding the taking of security deposits due to the punitive nature of the Chicago RLTO.
- Please note that as a landlord, you are responsible for keeping abreast of legislation, which changes frequently.

# Chicago Residential Lease

For Apartments, Condominiums, Single Family Homes, and Townhomes

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This form is intended to be a binding real estate contract

V1 2017

Date of Lease	Term of Lease		Monthly Rent
/ / 2017	Lease Beginning Date	Lease Ending Date & Time	TTP-\$ SUB-\$ RENT-\$

Leased Address (Premises):
----------------------------

In consideration of the mutual covenants and agreements herein stated, Landlord(s) hereby leases to Tenant(s) and Tenant(s) hereby leases from Landlord(s) for use as a private dwelling only, the Premises, together with the fixtures and appliances in the premises, for the above Term of Lease, subject to all the provisions of this Lease.

[Yes]	[No]	The following are incorporated into the Lease when indicated	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	A Security deposit is being held by Landlord (if any)	\$ NONE
<input type="checkbox"/>	<input type="checkbox"/>	Illinois Financial Institution (Name and Address) where Security Deposit shall be or is held (if any)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Refundable Move-In Fee (if any)	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pets Permitted (description of any pet permitted during lease):	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Parking included in lease (space number(s) if any):	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Additional Storage Location (if any):	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Furnished? If yes, Furnished Rider Attached	
		Rent shall include the following (check those that apply):	<input checked="" type="checkbox"/> Water <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Basic Cable <input type="checkbox"/> Satellite <input type="checkbox"/> Internet <input checked="" type="checkbox"/> Lawn Care <input checked="" type="checkbox"/> Snow Removal <input type="checkbox"/> Other
		Appliances owned and provided by Landlord (check those that apply):	<input checked="" type="checkbox"/> Refrigerator <input type="checkbox"/> Microwave <input checked="" type="checkbox"/> Oven/Range <input type="checkbox"/> Dishwasher <input type="checkbox"/> Washer <input type="checkbox"/> Dryer <input type="checkbox"/> Other
		Landlord's Property Insurer: (Name, Address, and Phone of Homeowner Insurance Company):	
		Tenant's Property Insurer: (Name, Address, and Phone of Renter Insurance Company):	

Identification of Tenant(s):	
Name(s)	
Telephone:	
Email:	

Landlord(s) or Authorized Management Agent:	
Name(s):	GILEAD MANAGEMENT, LLC
	ST. EDMUND'S
Address:	6253 S. MICHIGAN AVE.
	CHICAGO, IL 60637
Telephone:	773-493-2411
Email:	

Name(s) of persons authorized to occupy premises:

Person authorized to Act on Behalf Of Owner for the Purpose of Service of Process and Accepting Notices:	
Name:	GILEAD MANAGEMENT, LLC
Address:	6253 S. MICHIGAN AVE.
Telephone:	773-493-2411

Additional Agreements and Covenants:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, on the day first above written.

<b>Tenant(s):</b> SIGNATURE		<b>Landlord(s):</b> SIGNATURE	

**IMPORTANT:** This is a Chicago Association of REALTORS® form lease and is not specifically tailored to the legal requirements of your particular situation. The applicable laws and regulations for residential leases frequently change and differ between municipalities. It is important that you consult with an attorney prior to using this lease.

## Lead-Based Paint and Radon Disclosures (Separate Documents)

Lead-Based Paint Hazard Disclosure: ☒ Applicable ☐ Not Applicable

Disclosure of Radon Hazards: ☐ Applicable ☒ Not Applicable

The parties acknowledge they have received and executed separately the above applicable disclosure(s).

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

## Heating Cost Disclosure

The cost of heating is the responsibility of the ☐ Tenant ☒ Landlord. The average monthly cost of utility service projected by the utility providing the primary source of heat (heating supply) based on energy consumption during the most recent annual period of continuous occupancy by one or more prior occupants, current or expected rates and normalized weather by the method approved by the Illinois Commerce Commission is \$ N/A.

Tenant Acknowledgment \_\_\_\_\_

## Notice of Conditions Affecting Habitability

- ☐ None Known  
☐ See Attached

I hereby acknowledge that Landlord has disclosed any code violations, code enforcements litigation and/or compliance board proceedings during the previous 12 months for the Premises and common areas and any notice of intent to terminate utility service, copies of which, if any, are attached to the lease.

Tenant Acknowledgment \_\_\_\_\_

## Tenant hereby acknowledges receipt of the following:

- ☒ Receipt of Heating Cost Disclosure  
☒ City of Chicago Building Code Violations  
☒ Preventing Bedbug Infestations in Apartments Pamphlet  
☒ Protect Your Family From Lead in Your Home Pamphlet  
☒ Radon Testing Guidelines Pamphlet  
☒ City of Chicago Residential Landlord and Tenant Ordinance Summary  
☒ Residential Landlord and Tenant Ordinance Rate of Interest on Security Deposits  
☐ Security Deposit Receipt (if applicable)  
☐ Condominium Association Rules & Regulations (if applicable)

Tenant Acknowledgment \_\_\_\_\_

## LEASE COVENANTS AND AGREEMENTS

**1. Application.** Tenant covenants that all representations made in the Application for this Lease are incorporated into this Lease and made a part of it. Tenant covenants that all information contained in the Application is true and that this information was given as an inducement for Landlord to enter into this Lease, and therefore constitutes a material covenant.

Tenant Acknowledgment \_\_\_\_\_

**2. Tenant Inspection Prior to Occupancy: Building Code Violations.** Tenant has inspected the Premises and all common areas of the property to which Tenant has lawful access during the Lease Term, and is satisfied with their general condition and

appearance. Tenant acknowledges that there have been no representations, promises or other undertakings by Landlord, or any agent of Landlord, made to induce Tenant to enter into this Lease, except those expressly made in writing, relative to the repairs, decorating, additions to, or removal of any portion of the Premises or of the property. Tenant further acknowledges that attached hereto are copies, if any, of notices received from the City of Chicago during the twelve months prior to the date hereof concerning code violations, and copies of notices from any utility provider regarding termination of utility services.

Tenant Acknowledgment \_\_\_\_\_

**3. Tenant Responsibility Regarding Bed Bug Infestation.** Tenant shall be responsible for all requirements and obligations set forth in the Municipal Code of Chicago deemed "Tenant responsibility" and shall be liable for any and all damages which may occur as a result of Tenant's failure to strictly abide by any requirement as set forth in the Municipal Code of Chicago concerning any duty, condition, or responsibility required of Tenant with regard to reporting, treatment, or cooperation with Landlord in regards to Bed Bug infestation.

Tenant Acknowledgment \_\_\_\_\_

**4. The Rent.** Tenant shall pay the Monthly Rent to Landlord or Landlord's agent on the first day of each month as set forth herein.

**5. Late Fee.** The Monthly Rent shall be automatically increased \$10, plus 5% of the amount by which the Monthly Rent exceeds \$500, as additional rent, if received by Landlord after the 5th of the month for which it is due.

**6. Returned Bank Items.** If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a \$35.00 fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.

**7. Possession.** Landlord shall deliver possession of the Premises to Tenant on the Beginning Date of the Lease. If Landlord is unable to deliver possession to Tenant on such date, this Lease shall remain in full force and effect except that the Monthly Rent shall be abated pro rata until possession is delivered, unless Tenant elects to maintain an action for possession of the Premises or, upon written notice to Landlord, elects to terminate this Lease.

**8. Security Deposit.** (If applicable). If Landlord has accepted the Security Deposit to insure Tenant's specific performance of each and every agreement, covenant, rule and obligation contained in this Lease, Landlord shall have the right, but not the obligation, to use the Security Deposit in whole or part, as a setoff against any default, either in payment of rent or other breach, which results in any loss to Landlord. If Tenant has complied with all obligations under this Lease, Landlord shall, within 45 days after Tenant vacates the Premises, refund the Security Deposit. The Security Deposit shall be held in a Federally Insured interest bearing account in a bank, savings and loan association, or other financial institution located in the State of Illinois. Interest on the Security Deposit shall be paid at the rate set by the City Comptroller for security deposits held more than six months and may be paid to Tenant either directly or by credit in the form of a rent reduction. The Security Deposit shall not be allocated by Tenant toward payment of rent.

**9. Use of Premises.** The Premises shall be occupied exclusively for residential purposes by Tenant and the other persons specifically listed in the Application and any children which may be born to or in the legal custody of Tenant during the Lease term. Unless agreed to in writing by the Landlord, no person not listed in the Application may occupy the Premises for more than a single two week period, during any single year of the Lease term. Neither Tenant nor any person in legal occupancy of the Premises with the Tenant shall perform nor permit any practice which could cause damage to the reputation of the building or Landlord, be injurious thereto, illegal, immoral, or increase the rate of insurance on the property. At no time during the Term of this Lease shall more persons reside in the Premises than would be permitted by the applicable building and/or zoning codes for the City of Chicago. Further, at no time during the Term of this Lease shall Tenant enter into short-term subleases, rooms for rent, or Air Bed & Breakfast agreements or leases. Such agreements will be considered a breach of Lease and cause for termination.

**10. Tenant Maintenance Obligations.** Tenant shall maintain the Premises in a clean, presentable and safe condition at all times and in accordance with all health, safety and building code regulations. At the termination of this Lease and upon surrender of the Premises, all fixtures, appliances and personal property of Landlord shall be in the same condition as they were on the Beginning Date, normal wear and tear excepted. Landlord may at its sole option use all or part of the Security Deposit (if any) to repair and/or replace any damage to Landlord's property caused either directly by Tenant or by Tenant's negligence.



**11. Sublease.** Tenant shall not sublease this Lease without the prior written consent of the Landlord, which shall not be unreasonably withheld. Landlord may require Tenant to enter a formal written sublease agreement. Any sublease of this Lease shall not release Tenant from the Tenant's obligation hereunder, until the full, specific performance and satisfaction of each and every agreement, covenant and obligation hereunder. Tenant shall be liable for any monetary and non-monetary breaches of this Lease caused by Tenant's subtenant.

**12. Assignment.** Tenant shall not assign this agreement without the prior written consent of Landlord

**13. No Alterations.** Tenant shall not make or cause to be made any alteration or addition to the Premises, without the prior written consent of the Landlord, and shall under no circumstances install any additional lock or security device to the Premises or the property which could impair Landlord's access.

**14. Right of Access by Landlord.** Tenant shall permit reasonable access to Landlord, and any of Landlord's invitees, agents, or contractors, in accordance with local statutes and ordinances, upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Landlord shall have immediate access to the Premises in case of emergency and where repairs or maintenance elsewhere in the building unexpectedly require such access. Landlord shall give Tenant notice of such entry within two days after such entry.

**15. Right of Access to Show Premises to Prospective Tenants and Purchasers.** Landlord shall have the right to show the Premises to all prospective Tenants and purchasers, and any of Landlord's other invitees, in accordance with local statutes and/or ordinances. Tenant shall permit reasonable access to Landlord upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Tenant shall be liable for any damages caused to Landlord for failure to cooperate under this provision. Tenant shall not interfere with Landlord's efforts to lease the Premises or sell the property, and Tenant shall be liable for any damages caused by breach of this provision.

**16. Holding Over.** Tenant shall be liable for double the Monthly Rent in the event that Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease. Landlord may at its sole option, upon written notice to Tenant, create a month to month tenancy between Landlord and Tenant under the same terms and conditions of this Lease. Additionally, if Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease and pays less than double the Monthly Rent and Landlord accepts payment, this shall become a month to month tenancy, and not a year to year tenancy, between Landlord and Tenant under the same terms and conditions of this Lease.

**17. Heat and Water.** If heat is included in the Monthly Rent, Landlord will provide the supply of heat at no additional cost to the Tenant during the winter months, at a level prescribed by statute or local ordinance. Water in reasonable quantities, strictly for residential use, is included in the Monthly Rent.

**18. Utilities.** Tenant is responsible for the provision and direct payment to utility providers for the utilities NOT included in the rent as outlined on page one of the Lease. Tenant is required to establish accounts with the utility providers no later than the Lease Beginning Date set forth on page one. Should Landlord become obligated for payment of any utility for which Tenant is liable under the terms of this Lease, such payment by Landlord shall become an additional rent payment due and payable by Tenant.

**19. Damages and Negligence.** Tenant shall be liable for any damage done to the premises as a result of Tenant's direct action, negligence or failure to inform Landlord of repairs necessary to prevent damage to the Premises.

**20. Abandonment.** The Premises shall be deemed abandoned when the criteria set forth in the Chicago Residential Landlord/Tenant Ordinance have been met, and Landlord shall have the right to relet the Premises and dispose of Tenant's possessions in the manner prescribed by law.

**21. Notices.** Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession of the Premises; or by certified mail addressed to the Tenant, return receipt requested; or by posting it upon the Premises door, if no authorized person under the Lease is in possession of the Premises. Further, except when a statute or ordinance requires notice to be sent by a particular means, Tenant agrees that all Tenant and building notices may be delivered by electronic communication (e-mail) to any e-mail address listed on page 1 for Tenant. This is including but not limited to, late rent notices, notices of entry, fine notices, building maintenance updates, and lease renewal options. Tenant agrees to inform Landlord immediately in writing of any email address change.

**22. Damage or Destruction.** If the Premises or any part of the property is destroyed or damaged to an extent that makes the Premises uninhabitable, this Lease may be terminated in accordance with applicable statutes or ordinances. In such an event, Landlord does not undertake any covenant to repair or restore the Premises to a habitable condition.

**23. Tenant's Personal Property.** Except as provided by applicable law, Landlord shall not be responsible for the loss of any of the Tenant's personal property in the Premises or any part of the building. Tenant shall obtain insurance sufficient to cover all potential losses.

**24. Landlord's Title.** Tenant shall commit no act which could in any way encumber Landlord's title to the property of which the Premises forms a part. In the event that Tenant does create any encumbrance against the title, it shall be cured within five days after demand by Landlord. Any encumbrance created by Tenant shall constitute a material breach of this Lease. Tenant shall be liable to Landlord for all costs, damages and legal fees incurred as a result of any breach of this provision, to the extent permitted by statute or local ordinance or, in the absence thereof, as incurred by Landlord.

**25. Legal Expenses.** Tenant shall be liable for all legal fees and costs incurred by Landlord as a result of Landlord's efforts to enforce any provision of this Lease, to the extent permitted by court rules, statute or local ordinance or, in the absence thereof, as incurred by Landlord.

**26. Litigation Escrow.** In the event that Tenant withholds rent in excess of that allowed by statutes or local ordinance, and Landlord institutes a lawsuit in Forcible Entry and Detainer to regain possession of the Premises, or in contract to enforce any provision of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.

**27. Surrender of Possession.** Tenant shall surrender possession of the Premises and return the keys to the Landlord or Landlord's agent, immediately upon expiration of this Lease, or upon termination due to Tenant's breach. Surrender of possession shall also be deemed to have occurred if the Tenant returns the keys to the Landlord prior to the expiration of this Lease.

**28. Subordination of Lease/Estoppel.** This Lease is subordinate to all mortgages upon the property of which the Premises forms a part, either in place at the time of Lease execution, or which may be placed upon the property at any time during the term of this Lease. Tenant shall execute any estoppel letter required by any mortgage lender or purchaser of the property, relative to the affirmation of Tenant's Lease status.

**29. Eminent Domain.** If all or part of the Premises or the property of which the Premises forms a part is condemned, expropriated or otherwise regulated by any governmental authority in a manner which would prevent lawful occupancy, this Lease shall be terminated.

**30. Heirs and Assigns.** All of the promises, covenants and agreements and conditions contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

**31. Acceptance of Rent after Tenant Breach.** Except where a breach is for non-payment of rent, Landlord may accept rent after a Tenant breach and the rent will be retained for use and occupancy of the Premises and shall not serve to extinguish Landlord's rights or remedies relative to any lawsuit that may be filed or in progress at the time of the Tenant breach.

**32. Time of the Essence.** Time is of the essence for the payment of rent and the performance of each and every covenant, term, agreement and condition of this Lease, and Tenant shall be held in strict compliance with same.

**33. Severability.** In the event that any provision, paragraph, rule or covenant contained in this Lease is deemed invalid or unenforceable, all remaining portions of this Lease shall survive and be construed in their entirety.

**34. Landlord's Remedies.** All rights and remedies granted to Landlord hereunder shall be deemed distinct, separate and cumulative and the exercise of one or more thereof shall not waive, extinguish or preclude the exercise of any other right or remedy, unless same is specifically prohibited by court rules, statute or local ordinance. Tenant shall be required to comply strictly with all provisions, covenants and agreements hereunder, and no waiver shall be implied from Landlord's failure to exercise any of its rights or remedies.

**35. No Additional Energy Draining Devices.** Tenant is prohibited from installing any appliance or device to draw electricity, gas, or any other form of energy from any part of the property other than the Premises. Tenant shall further not install any devices which are not deemed ordinary household appliances or fixtures.

**36. Storage.** Tenant shall not be entitled to storage space outside the Premises, unless additional storage is specified on page one.

**37. Joint and Several Liability.** All persons executing this Lease shall be jointly and severally liable for the performance of each and every agreement, covenant and obligation hereunder.

**38. Re-Keying of Locks upon Prior Tenant Vacating.** Tenant shall have the right to change or re-key the lock(s) to the Premises, and shall upon request immediately provide Landlord a copy of the key to the new lock. In the event that Tenant fails to give Landlord the new key upon Landlord's request, such failure shall be deemed an act by Tenant of Material Non-Compliance under the terms of this Lease.

**39. Criminal Activity by Tenant.** If Tenant(s) or occupant(s), visitors, or guests on one or more occasions, uses or permits the use of the leased premises for the

commission of a felony or Class A misdemeanor under the laws of Illinois, Landlord shall have the right to void the lease and recover the leased premises.

**40. Rules and Regulations of Condominium/Homeowners Association.** If the premises is a condominium or part of a Homeowners Association, Tenant (and any person occupying the premises and any of Tenant's guests, invitees, and/or assigns) shall comply at all times with any and all rules, regulations, bylaws, easements, declarations, covenants, restrictions, directions, and/or other provisions of the Condominium/Homeowners Association for the leased Premises. Tenant (and/or Tenant's assigns) does not obtain any voting rights of Landlord with respect to any matters for which a vote is held by or on behalf of the Condominium/Homeowners Association.

## RULES AND REGULATIONS

1. Unless permitted on page one, no animals are permitted on the property and in the Premises without Landlord's prior written consent, which consent is deemed a license revocable with 10 days written notice by Landlord.
2. Entry ways, passages, public halls and common areas may not be obstructed in any way, and may not be used for recreation, congregation or play, or in any manner that might endanger any occupant, invitee or licensee of the building.
3. All deliveries, except for small packages and mail, must be made through the rear or service entrance, or a special entrance designated for special deliveries.
4. Tenant shall not permit anything to be thrown out of the windows or from the balconies of the building.
5. No vehicle or bicycle is allowed in the Premises, building or any common area of the property, unless there is a specific area designated for same.
6. Incinerators and waste receptacles shall be used in accordance with posted signs, and all items placed therein shall be neatly packaged and deposited. No explosive device or any parcel or item shall be deposited therein which could cause danger.

7. No sign or advertisement shall be placed in, around or upon any area of the Premises or building without prior written consent of the Landlord, which consent shall constitute a license revocable immediately upon written notice of the Landlord.

8. No items of personal property shall be placed in, around or upon any common area of the building.

9. No noise or other sound is permitted which disturbs the other occupants from quiet enjoyment of their apartment or common areas of the property.

10. No cooking, baking or similar activity is permitted outside the kitchen area, except when Barbeque grills are allowed on the balcony of an apartment. However, any liability or loss arising from the use or operation of a Barbeque grill shall be borne by Tenant.

11. No vertical or horizontal projection, machinery, device or receiver of any type, including satellite dishes, shall be attached in, around or upon any part of the Premises or the property without Landlord's written consent.

12. No unsightly or unsanitary practice which could undermine the sanitation, health or appearance of the building interior or exterior shall be permitted.

13. No activity carried on within the Premises or common areas of the property will be permitted which threatens the health, safety or property of any building occupant, or of Landlord.

14. Plumbing and electrical facilities in the Premises shall be maintained diligently and neatly at all times.

15. The use of water furniture is prohibited.

16. If the building is served by an elevator, Tenant must reserve move-in and move-out times in accordance with Landlord's policies.

18. These Rules and Regulations are not exhaustive and may be supplemented or modified from time to time upon written notice to Tenant.

Name	
Address	
Phone	
Email	

# Preventing **BEDBUG** Infestations in Apartments

**B**ed 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?**

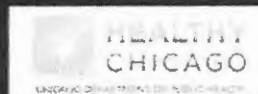
Bed bugs are small, flat, wingless insects. They feed on blood and can be a nuisance for individuals. They are named for their tendency to live on mattresses or other parts of a bed.

## **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.





**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.

- 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.

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

[www.cityofchicago.org/health](http://www.cityofchicago.org/health)

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# Protect Your Family From Lead in Your Home



## 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](http://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.

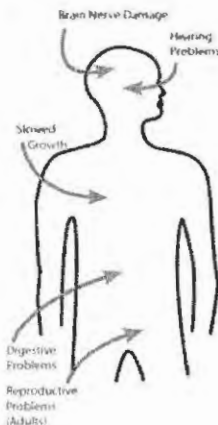
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## 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

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

**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.<sup>2</sup>

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](http://epa.gov/lead).

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<sup>1</sup> "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.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**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.**

## 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](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by



## 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

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**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](http://epa.gov/lead), or call 1-800-424-LEAD.

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

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**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

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**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](http://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.<sup>4</sup>
- 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.

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<sup>4</sup> 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

## For More Information

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### 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](http://epa.gov/lead) and [hud.gov/lead](http://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](http://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](http://cpsc.gov) or [saferproducts.gov](http://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](http://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**.

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

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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)

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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](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

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

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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/](http://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
<b>Simultaneous</b> 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.
<b>Continuous Monitor Test</b> 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. Must 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. 12/2007 (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](http://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](http://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: 1(800) 325-1245

**IEMA-Division of Nuclear Safety**  
1035 Oster Park Drive • Springfield, IL 62704  
(217) 782-1325 • TDD: (217) 782-6023  
[www.radon.illinois.gov](http://www.radon.illinois.gov)

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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)**



## **RESIDENTIAL LANDLORD AND TENANT ORDINANCE**

### **Rate of Interest on Security Deposits**

Municipal Code Chapters 5-12-080, 5-12-081 and 5-12-170

- A landlord must give a tenant a receipt for a security deposit that includes the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest each year on security deposits (eff. 11-6-86) and prepaid rent (eff. 1-1-92) held more than six months.
- The rate of interest that a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before a landlord can deduct expenses for damages from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- Within 45 days of the date the tenant vacates the dwelling unit, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)

Under Chapter 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of January 1, 2017 based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 0.01%. The rate is based upon the average of the rates of interest of the following types of accounts at Chase Bank, which is the commercial bank having the most branches located in the City of Chicago: Savings Account 0.01 percent, insured Money Market 0.01 percent and Six-month Certificate of Deposit (based on a deposit of \$1,000) 0.01 percent.

#### **Security Deposit Interest Rate**

##### **Jan. 1, 2017 through Dec. 31, 2017: 0.01%**

2016: 0.01%	2006: 1.71%
2015: 0.01%	2005: 1.01%
2014: 0.013%	2004: 0.42%
2013: 0.023%	2003: 0.52%
2012: 0.057%	2002: 0.83%
2011: 0.073%	2001: 3.10%
2010: 0.073%	2000: 2.71%
2009: 0.12%	1999: 2.63%
2008: 1.26%	1998: 3.38%
2007: 1.68%	Pre-July 1997: 5.00%

For a copy of the complete Residential Landlord and Tenant Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 N. LaSalle St. For a copy of the Residential Landlord and Tenant Ordinance Summary, visit the Department of Planning and Development, 121 N. LaSalle St. #1000, Chicago, IL.



**ORDENANZA DE RESIDENCIAS PARA DUEÑOS E INQUILINOS (ARRENDATARIOS)**  
**Tarifa de Interés en Depósitos de Seguridad**

**Codigo Municipal, Capitulo 5-12-080, 5-12-081 Y 5-12-170**

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

Bajo el Capitulo 5-12 del Codigo Municipal de Chicago, secciones 5-12-081 y 5-12-082, el controlador de la Ciudad debera calcular y anunciar con el primer día de negocios de cada año, la tarifa de interés con la que los depósitos de seguridad serán pagados. Empezando Enero 1, del 2017 basado en la información de la Oficina del Controlador (City Comptroller's Office), la tarifa de interés en depósitos de seguridad es de 0.01 por ciento. Esta tarifa esta basada en un promedio del interés de las cuentas de ahorros regulares de los siguientes tipos de cuentas de Chase Bank, **el cual es el banco comercial que tiene mas sucursales localizadas en la Ciudad de Chicago**: Libras de Ahorros 0.01 por ciento; Dinero Asegurado por la Bolsa 0.01 por ciento; y Certificado de Deposito por seis meses (basado en depósitos de \$1,000) 0.01 por ciento.

<b>Tarifa de Interes Deposito de Seguridad</b>	
<b>Enero 1, 2017 hasta Diceimebre 31, 2017: 0.01%</b>	
2016: 0.01%	2006: 1.71%
2015: 0.01%	2005: 1.01%
2014: 0.013%	2004: 0.42%
2013: 0.023%	2003: 0.52%
2012: 0.057%	2002: 0.83%
2011: 0.073%	2001: 3.10%
2010: 0.073%	2000: 2.71%
2009: 0.12%	1999: 2.63%
2008: 1.26%	1998: 3.38%
2007: 1.68%	Antes de Julio 1997: 5.00%

Para una copia de la Ordenanza de Residencias para Dueños e Inquilinos, visite la oficina del City Clerk, Cuarto 107, City Hall, 121 N. LaSalle St. Para una copia del resumen de la Ordenanza de Residencias para Dueños e Inquilinos, visite La Ciudad de Chicago, Departamento de Desarrollo y Planificacion Urbana, 121 N. LaSalle St. #1000, Chicago, IL.

# GILEAD MANAGEMENT

6253 S. Michigan Avenue  
Chicago, IL 60637

## TAX CREDIT LEASE ADDENDUM

THIS ADDENDUM is being attached to, and incorporated by reference in, that contain Apartment Lease (the "Lease") between the undersigned landlord and the undersigned Tenant for the purpose of modifying certain terms and conditions of the Lease. The terms and conditions of this Addendum shall supersede the terms and conditions of the Lease to the extent inconsistent therewith.

1. **Low-Income Housing Credit:** The premises are to be operated in accordance with the requirements of the Low-Income Housing Credit Program under Section 42 of the Internal Revenue Code of 1986, as amended (the "Program"). Tenants' rights hereunder shall be subject to the requirements that must be met under the Program in order for the Landlord to qualify to take cost of the premises into basis for calculation of the Landlord's tax credit. Tenant shall cooperate with all Landlord requirements related to such compliance and the Program.
2. **Permitted Occupants:** Only the following persons will be permitted to occupy the premises:

_____	_____
_____	_____
_____	_____
_____	_____

3. **Income Certification:** Tenant has or will complete and execute an Income Certification Form prior to commencement of the lease term, and shall complete and execute further Income Certification Forms at the Landlord's request at least annually hereafter. Upon request by the Landlord, Tenant shall recertify Tenant's household income to the Landlord or any governmental agency in a manner satisfactory to the Landlord, and shall complete any and all other certifications and supply further documentation with respect to income and occupancy of the premises as may be reasonably requested by the Landlord. Failure to provide accurate and timely income certification will constitute a breach of this Lease.

# GILEAD MANAGEMENT

6253 S. Michigan Avenue  
Chicago, IL 60637

4. Accurate Information on Application: By signing this Addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household and annual income is true and accurate.
5. Future Request for Information: By signing this Addendum, you agree that the annual income and other eligibility requirements for participation in this government-regulated affordable housing program are substantial and material obligations under the Lease Contract. You agree to comply promptly with all requests by the owner and appropriate government monitoring agency. These requests may be made to you now and any time during the Lease Contract term or renewal period.
6. Inaccurate Information as Grounds for Eviction: If your refuse to answer or if you do not provide accurate information in response to those requests. It will be considered a substantial violation of the Lease Contract and you may be evicted.
7. Full-Time Student Status: By signing this Addendum, you agree to notify the owner, in writing if there are any changes in the student status of any resident (including replacement residents). If the entire family household is composed of full-time students, eligibility criteria must be met, or your residency may be terminated.

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Head of Household

---

Date

---

Co-Head/Other Adult Member

---

Date

---

Owner/Agent/Property Manager

---

Date



# GILEAD MANAGEMENT

6253 S. Michigan Avenue

Chicago, IL 60637

## LEASE ADDENDUM – ONE STRIKE POLICY

The following provisions amend the lease between the Resident and Gilead Management, LLC.

### Resident's Obligations

The following are additional Resident obligations:

1. **Neither RESIDENT** nor, any member of the household, any guest or other person under the Resident's control shall engage in
  - a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Gilead Management, LLC or
  - b) Any drug-related criminal activity on or off the premises.
2. **Neither RESIDENT**, nor any member of the household, any guest or other person under the Resident's control shall engage in alcohol abuse, which the Management Agent determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. **Neither RESIDENT**, nor any member of the household, any guest or other person under the Resident's control shall engage in the illegal use of a controlled substance which the Management Agent determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. **Neither RESIDENT**, nor any member of the household, any guest or other person under the Resident's control shall engage in illegal use of a controlled substance.

Compliance with these covenants is a material condition of this Lease for continued occupancy of the premises by the head of household, household members and guests, and any breach of these covenants by the head of household, household members, guests or other person under the Resident's control shall be cause for termination of this lease.

Gilead Management has a One Strike "zero tolerance" policy with respect to the violations of lease terms regarding criminal activity. If Gilead Management believes that a breach of one or more of these covenants has occurred, Gilead Management may terminate the tenancy without regard to whether or not any person whose conduct is at issue has been arrested, charged or convicted by a court of law.

\_\_\_\_\_  
Signature of Head of Household/Date

\_\_\_\_\_  
Signature of Co-head/Date

\_\_\_\_\_  
Signature of Management Agent/Date



## **SMOKE/CARBON MONOXIDE DETECTOR OCCUPANCY AGREEMENT**

The Resident/Member, occupant of the dwelling unit at \_\_\_\_\_  
Chicago, Illinois 60637, by signature affixed below, does hereby acknowledge the incorporation of this  
smoke/carbon monoxide detector agreement with Gilead Management, which exists between the  
parties.

The Resident/Member does understand that smoke/carbon monoxide detectors have been installed in  
his/her dwelling unit for their safety and that of other persons residing in the unit. The  
Resident/Member does hereby agree that neither he/she, nor his/her family, nor his/her guests will  
remove, tamper with or damage in any way the smoke/carbon monoxide detector or any part of the  
electrical system providing electrical current to the smoke/carbon monoxide detector(s). The  
Resident/Member understands the Community/Cooperative will charge for any repairs or replacement  
cost including the labor, materials, and taxes and overhead associated with the destruction and/or  
removal of any part of the smoke detector(s). The Resident/Member does further understand that they  
could be held liable for all damages to persons or properties that result from a fire, which was  
undetected because of their tamper with or removal of the smoke/carbon monoxide detector(s) or any  
of its parts.

The Resident/Member is advised that the cost to replace a smoke/carbon monoxide detector is \$50.00  
each.

The Resident/Member hereby agrees to advise the Office/Site Manager should they detect any  
problems with the operation of said detector(s).

\_\_\_\_\_  
Resident/Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Signature

\_\_\_\_\_  
Date



# Disclosure Form for Target Housing Rentals and Leases

## 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 (initial)

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

\_\_\_\_\_  
\_\_\_\_\_

☐ 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 one below):

☐ 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).

\_\_\_\_\_  
\_\_\_\_\_

☐ 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 provided by the signatory is true and accurate.

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date

## RENTER'S INSURANCE INFORMATION

Neither the owner of nor the management for St. Edmund's Properties will be held liable or responsible in any way for the theft of any personal items belonging to any resident of this complex. We are neither liable for loss or damage to items that may occur due to theft or break-in, Acts of God (lightning, floods, tornadoes, etc.), fire, explosion, or any other unfortunate occurrence that is a result of anything caused by you, a member or guest of your household, or other residents and/or their guests.

For this reason, we must suggest that you obtain **Renter's Insurance** to secure your belongings. Insurance can be obtained from any licensed insurer. If you have automobile insurance, you may want to contact your insurance agent and inquire whether Renter's Insurance is available.

Residents are also permitted to obtain a Home Security Alarm System for your unit. You must notify the Rental Office prior to having this done. The proper steps must first be taken before any electronic device is installed on the premises. If this is done without Management's approval, the system may have to be removed at the resident's expense.

I agree that I have read and understand that neither the owner nor management are responsible for the loss of or damage to personal items due to theft, break-in, Act of God, negligence, or other occurrences not caused by the owner or management.

---

Head of Household

---

Date

---

Co-Head

---

Date

---

Management

---

Date

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

<u>TENANT</u>	<u>LANDLORD</u>	<u>UNIT NO. &amp; ADDRESS</u>
---------------	-----------------	-------------------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

## **CLASS 9 CERTIFICATION OF TENANT HOUSEHOLD INCOME**

Your apartment is a unit under the Cook County Class 9 Affordable Housing Tax Credit Incentive Program. Class 9 units must be occupied by households whose incomes are within limits set by the Class 9 Program. The income limits vary by the number of persons in the household. In order to qualify for the Class 9 incentive, the owner or manager of the building must collect a completed and signed certification of household income each year for each Class 9 unit. The information will be treated as confidential by the Assessor's Office and will not be disclosed to the public. The information submitted to the Assessor's Office may be used for verification of other data submitted to the Assessor's Office.

Address of Building: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Date Lease Begins: \_\_\_\_\_ Date Lease Ends: \_\_\_\_\_

List of persons in my household. Attach additional sheet, if necessary.

**Name**

**Source of Income\***


**\*Some income sources should not be included in your total household income. Please refer to the attached *Class 9 Tenant Household Income Information Sheet on Income Declarations* list so that you will know what to include and exclude.**

Total number of persons in my household: \_\_\_\_\_

Total household income: \_\_\_\_\_

I declare and certify under penalty of perjury that the foregoing is true, correct, and complete. I consent to and authorize the disclosure of the information above to the Cook County Assessor's Office, and consent to and authorize its use for verification purposes.

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Owner/Agent

**DRUG-FREE HOUSING / CRIMINAL ACTIVITY**  
**LEASE ADDENDUM**

Address: \_\_\_\_\_ Unit #: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

1. The tenant, any member of the household, or any guest or other person under the tenant's control shall not engage in or facilitate criminal activity, including but not limited to, violent criminal activity or drug-related criminal activity, on or near the premises.
2. The tenant or any member of the household shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including, but not limited to violent criminal activity or drug-related criminal activity, on or near the premises.
3. Violent criminal activity means felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.
4. Drug-Related Criminal Activity means the illegal manufacture, sale, distribution, or use and possession with the intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
5. One or more violation of Section 1 or 2 of this Lease Addendum constitutes a substantial violation and is grounds for termination of tenancy and eviction from the unit.
6. Proof of violation shall be a preponderance of evidence, unless otherwise provided by law.
7. In case of any conflict between the provisions of this Lease Addendum and any other provisions of the lease, the provisions of this Lease Addendum shall govern.
8. This Lease Addendum is incorporated into the Lease Agreement between the Landlord and the Tenant dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adult Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adult Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Signature

\_\_\_\_\_  
Date

## UTILITY AGREEMENT

TENANT NAME: \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_

Tenant is responsible for the following utilities for the above stated unit:

☐ GAS – HEATING    ☐ GAS – COOKING    ☐ ELECTRIC – ALL    ☐ CENTRAL A/C

Tenant must contact Peoples Gas and ComEd and have all utility services transferred into their name as of the date they sign the lease.

Your move-in date is: \_\_\_\_\_, therefore you are responsible for all utility services and costs from this date.

Utilities must be on during entire lease period. Tenant is responsible for any damages that may occur to the leased premises if tenant fails to maintain utilities per lease agreement. Tenant is responsible for disconnecting service upon termination of lease.

Any Phone and Cable services are the full responsibility of the tenant. Water, Sewage and Trash service are the responsibility of the owner.

### UTILITY COMPANIES

PEOPLES GAS	1-866-556-6001
	1-866-556-6002 – Emergency
COMED	1-800-334-7661
COMCAST	1-800-934-6489
AT &T	1-800-222-0300

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adult Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adult Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Signature

\_\_\_\_\_  
Date