

| | What's in the Just Cause Substitute Bill | | |
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| RLTO Section + New to RLTO | Provision/Subject | Change/ Add from Original Bill | Comments |
| 5-12-135 (new) | Basic "just cause" framework: No more no-fault/no-cause terminations, non-renewals, or evictions without one of the 7 listed reasons: | Same | |
| | Tenant fault: (1) nonpayment of rent; (2) serious breach of a material term of the lease (e.g., disrupting neighbors, damaging property, criminal activity, etc.); (3) refusal to renew on substantially same terms. Non-Tenant fault: (4) occupancy by owner or qualified relative or the relative of spouse or domestic partner; (5) condo conversion; (6) need for significant repair/rehab ordered by building court or confirmed by licensed contractor; (7) demolition/removal from market. | Same Modified | Q: Does refusal to renew invite mischief? Added qualified relative of owner's spouse or partner The repairs must be needed for health & safety, not merely decorative. |
| 5-12-135(a)(1) (new) | Extends tenants "right" to cure for nonpayment of rent from historical 5-day to 14 days after an eviction court issues its eviction order. Sub. Bill repeals that portion of Fair Notice, passed summer 2020, that: limits right to cure to 1 time per landlord; exempts units in owner-occupied buildings of 6 or fewer units; and cuts off the right at time judge issues eviction order. | Same Change (deletion) | 14 days selected because it takes the sheriff's office at least 2-3 weeks after the order to lock the family out. In winter, can take 4-7 weeks. |
| 5-12-135 (new) | Notice periods for termination: (1) Nonpayment of rent: traditional 5 days | Same, but repeals Fair Notice + 1 | Fair Notice pegs notice periods by duration of residency rather than reason/cause for termination: |

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| | <p>+ new extended right to cure within 14 days of issuance of eviction court order</p> <p>(2) Serious breach of material term of lease: 14 days to cure (increase from existing RLTO 10 days)</p> <p>(3) Refusal to renew on substantially same terms: tenant has 14 days to accept, if not, then 30 days' notice to terminate</p> <p>(4) Occupancy by owner or qualified relative: 90 days</p> <p>(5) Condo conversion: refers to existing condo law elsewhere in Code</p> <p>(6) Need for significant repair: time mandated by building court or, otherwise, 90 days</p> <p>(7) Removal from market or demolition: 90 days</p> | <p>change</p> <p>Change from 120 days</p> | <p>Residency <6 months: 30 days >6 mons <3 years: 60 days 3 yrs. +: 120 days</p> <p>Concession to several alders displeased with Fair Notice 120 days</p> |
| 5-12-137 | <p>Relocation assistance where tenant is without fault (grounds 4-7, above):</p> <p>Generally: 5x city median by bedroom size</p> <p>Nonprofit owners: greater of federal URA or 3x city median by bedroom</p> <p>Owner-occupied bldgs. 6 or fewer units: 3x city median by bedroom re causes 5-7 (subst. rehab, condo conversion, removal from market or demolition)</p> <p>Owner-occupied bldgs. 6 or fewer units re owner occupancy or moving in relative: 2x city median by bedroom</p> <p>City reimbursement of up to ½ of what was paid to tenant but only for owner-occupied bldg. of 6 or fewer units</p> <p>Add on \$2500 if household has minor child, elderly, or disabled person</p> | <p>Change from flat \$10.6K</p> <p>New</p> <p>Change: from 4 to 6 units</p> <p>Same</p> <p>New</p> <p>New</p> | <p>Avoids nonprofits paying twice</p> <p>Accepts existing RLTO standard of 6 or fewer, owner-occupied. Q: Suspend until city sets up partial reimbursement thru a registry or otherwise?</p> <p>Q: Suspend until city sets up partial reimbursement thru a registry or otherwise?</p> <p>Modelled on Seattle. Funded from registry fees</p> <p>Modelled on a handful of cities</p> |

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| <p>5-12-195 (new)</p> | <p>Establishes a rental registry</p> <p>(a) Establishment & purposes. Housed at DOH.</p> <p>(b) Registration required, includes rentals in condos & coops. Notify DOH of change in ownership within 15 days.</p> <p>(c) Content of registration form. Mostly getting contact info on “real” owner and inventory of rental units by building. Out-of-city owner/landlord must have local contact rep. PO Box and commercial mail service not acceptable.</p> <p>(d) Registration fees. Annual.</p> <p>Exempts CHA-owned units from fees but not registration.</p> <p>\$0 owner-occupied 1-3 units, but must register.</p> <p>\$30/unit for owner-occupied buildings of 4-6 units.</p> <p>\$100/unit for all others.</p> <p>Earmark fees for, first, RA reimbursement, then admin of the registry, then proactive rental inspection/healthy homes (as placeholder when & if created), then other rental housing programs, upon public notice and comment, to promote the preservation & expansion of affordable housing that is healthy & accessible, as determined by DOH thru public notice and comment.</p> <p>Prohibition on substituting registration fees for other funds spent on housing</p> | <p>New</p> | <p>Helps “small landlord” pay RA. Pays for itself. Raises needed funds for housing-related programs. NOTE: Might be better placed elsewhere in the Code than RLTO.</p> <p>Add \$50/unit for nonprofit owners?</p> <p>Earmarking always difficult.</p> |

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| | <p>(goal: fees increase capacity, not replace existing capacity)</p> <p>(e) Failure to register, penalty. Can't bring eviction action for unregistered unit. City fines of \$1K per day + other remedies available to city. For false or misleading registration, fine + clawback of any public benefit, like tax credits.</p> <p>(f) Administration & enforcement. DOH empowered to promulgate rules and regulations. Consult & cooperate with other city departments (CDPH, DOB).</p> <p>Create & maintain a public website for registry + building inspection reports. User-friendly, searchable. Maintain for 10 years.</p> | | |
| 5-12-138 (new) | <p>Notice periods for rent increases. Pegged to amount of increase over 12 consecutive months:</p> <p><5%: 30 days</p> <p>5% but <10%: 60 days</p> <p>10% but <15%: 90 days</p> <p>15%+: 120 days</p> <p>20%+ tenant can elect to move & receive relocation assistance</p> <p>50%+ deemed unconscionable, excessive, against public policy</p> <p>Repeal of Fair Notice structure pegged to length of residence</p> | <p>Same</p> <p>New</p> | <p>Fair Notice passed summer 2020 pegs notice of rent increases to length of residence:</p> <p>Residency <6 months: 30 days >6 mons <3 years: 60 days 3 yrs. & over: 120 days</p> <p>NOTE: In most places, "just cause" is the flip side of rent control. As state law prohibits rent control, more humane advance notice will help support just cause and cut down on abuses.</p> |
| 5-12-136 (new) | <p>Procedural protections in court:</p> <p>Termination/eviction notice must specifically state the grounds</p> | <p>Same</p> | |
| 5-12-136 (new) | <p>Notice must be in tenant's primary language or, if not know, in Chicago's 8 languages</p> | <p>Change from 4 to 8 languages</p> | |

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| 5-12-139 (new) | Landlord violation of Just Cause is defense to eviction case | Same | |
| 5-12-180 | Prohibiting an award of attorneys fee for landlord, both generally (-180) and for tenant "willful" breach (-130(b)) | New | BACKGROUND: Traditionally, the "American Rule" is that, in court, the losing party pays the court costs (\$600 or so) and everyone pays their own lawyer, EXCEPT: (a) where the offending conduct is particularly wanton or reckless; (b) where a contract provides for fee-shifting; or (c) where a statute or ordinance specifically authorizes fee-shifting. Post-WWII, the law has attempted to balance unequal economic power by awarding attorney's fees to folks with less power (e.g., tenants, consumers, etc.) to give them incentive to pursue their rights and to discourage bad behavior by those with power. |
| 5-12-139 (new) | <p>Tenant Remedies/Damages:</p> <p>For landlord terminating without just cause, failing to follow notice specificity requirements, failure to pay RA, or failure to follow notice of rent increase:</p> <p>Tenant has defense & claim in eviction court</p> <p>For each violation, statutory damages in the amount of 2x the relocation fee plus reasonable attorney's fees & court costs</p> <p>Injunctive relief plus reasonable attorney's fees & court costs</p> <p>Remedies are cumulative & in addition to any other available remedies</p> | Same | These remedies mirror those in the existing RLTO and the KCRO. |
| 5-12-030(d) | Repeals Fair Notice definition of "periodic tenancy" | New | No longer needed |
| 5-12-020(g) | Exempts KCRO (Ch. 5-14) | New | Passed 2013, protects renters living in foreclosed properties |

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| 5-12-020(g) | Exempts properties owned by CHA | Same | CHA-owned properties already subject to federal just cause, notice requirements, rent limits Protecting renters whose properties are in building court or foreclosure court |
| 5-12-030(b) | Applies to court-appointed receivers | Same | |
| 5-12-030 | Adds definition of "owner-occupied" as primary residence | New | Existing RLTO uses the phrase without definition. |
| 5-12-140(j) | Prohibits converting fines and fees to "rent" | New | From Cook County ordinance |
| 5-12-140(k) | Prohibits applying rent payments to a charge other than rent, including utilities, fines, late fees, or other charges | New | |

Update 04/20/21