

The Eviction Process

A landlord must file a lawsuit in order to evict you. Your landlord cannot make you move by turning off your utilities. Also, your landlord may not evict you by locking you out, changing the locks or removing your personal property from the rental unit. The eviction process is detailed below:

Your landlord must give you a written notice stating the reason for the eviction. If the reason is for non-payment, your landlord must give you five days to pay the rent. If the eviction is for violating a provision in the lease, your landlord must give you a 10-day notice.

If you remain in the rental unit after the eviction notice, your landlord can file a lawsuit to evict you. The Illinois Forcible Entry and Detainer Act requires your landlord to serve you a summons and complaint. The summons will require you to appear in court. Go to court on the scheduled day. Remember, you have the right to:

- Have legal representation at your cost
- Have a trial by jury
- Present evidence
- Call your own witnesses
- Ask questions

The burden of proof is on your landlord. The judge will make a decision. If you lose your case, the judge will order you to vacate the rental unit. However, the judge normally will give you some time to move. You have the right to appeal the decision. This must be done within 30 days after the trial. If you do not move out, your landlord may ask the Sheriff's office to physically evict you.

Remember, only a Sheriff can physically evict you. It is illegal for a landlord to evict you by physically removing you or locking you out.

Eviction Defenses

You can use the following defenses to stop an eviction:

- You paid the rent during the 5-day notice period.
- Your landlord retaliated against you for filing a complaint.
- You withheld rent because your landlord failed to pay the utility bills.

If You Need Further Help

If you have further questions about landlord and tenant law or a specific problem you may contact:

- Your attorney for legal advice.
- Legal aid services to determine if you are eligible for free legal services.
- The Illinois Lawyer Referral Service for the name and telephone number of a private attorney. The attorney will charge a moderate fee for an initial interview.
- The Illinois Department of Human Rights - Chicago: (312) 814-6200, TDD: (312) 263-1579 ;
Springfield: (217) 785-5100, TDD: (217) 785-5125;
Illinois Attorney General (800) 386-5438 TTY (800) 964-3013

Village of Palatine Community Services Department
Neighborhood Services Division
200 E Wood Street
Palatine IL 60067
Phone: (847) 202-6673
Fax: (847) 776-4733
Website: www.palatine.il.us

LANDLORD AND TENANT RIGHTS AND LAWS

*A useful guide that
provides general
information to
Landlords and
Tenants*

VILLAGE OF
PALATINE

The information obtained for this brochure has been adapted and modified from the Illinois Attorney General website which can be found at:

www.IllinoisAttorneyGeneral.gov

There are many state laws and judicial decisions that give landlords and tenants specific legal rights and responsibilities. The purpose of this brochure is to give you general information on those rights and responsibilities. This brochure should not be used as the final source of information on landlord and tenant law. Consult your local municipality for ordinances regulating landlord and tenant rights. Also, this brochure does not pertain to you if you live in federally subsidized housing. Tenants living in subsidized housing have rights under federal law not covered in this brochure.

D i s c r i m i n a t i o n

A landlord may not refuse to rent or lease an apartment or house to potential tenants or have different rental terms on the grounds of race, color, religion, national origin, ancestry, sex and marital status, or disability. Under the Federal Fair Housing Act, it is illegal to discriminate against families with children when leasing a rental unit. Complaints about discrimination may be filed with the Illinois

Department of Human Rights.

Landlord's Rights & Responsibilities

- Must keep the rental unit fit to live in.
- Must make all necessary repairs.
- Must keep the rental unit in compliance with state and local health and housing codes.
- May set the amount of rent and security deposit.
- May charge you a late fee for late rent. The late fee must be reasonable.

Tenant's Rights & Responsibilities

- You should demand a written lease to avoid future misunderstandings with your landlord.
- You must pay your rent on time.
- You must keep the rental unit clean and undamaged.
- You are responsible for any damages beyond normal wear and tear.
- You must pay the utility bill if the lease makes you responsible.
- You may not alter the rental unit without your landlord's approval.
- You must give written notice when you intend to move if you don't want to lose your security deposit. Normally, a 30-day notice is sufficient.
- The Illinois Retaliatory Eviction Act prohibits your landlord from evicting you for complaining to any governmental authority (housing inspector, human rights commission, etc.).

GENERAL INFORMATION:

Security Deposits

Your landlord can require you to pay a security deposit which may be used to cover unpaid rent, repair damages to the unit, and clean the unit after you move. The amount of the security deposit is normally equal to one month's rent, however, there is no legal limit on the amount your landlord can require.

Interest on Your Security Deposit. State law requires your landlord to pay you interest on your security deposit if it is held for at least six months and there are at least 25 units in your building or complex. Your landlord must pay you the interest or apply the interest as a credit to your rent every 12 months. You may sue your landlord for willfully failing to pay interest and recover an amount equal to your security deposit, court costs, and attorney's fees.

Return of Your Security Deposit. The Illinois Security Deposit Return Act requires your landlord to return your security deposit in full within 45 days of the date you moved, if:

- Your building or complex consists of 5 or more units.
- You do not owe any back rent.
- You have not damaged the rental unit.
- You cleaned the apartment before you moved.

If your landlord refuses to return all or any portion of your security deposit, he/she must give you an itemized statement of the damages along with paid receipts within 30 days of the date you moved. You can sue your landlord to recover your security deposit. If a court finds that your landlord violated the security deposit law, he/she could be liable for damages in an amount equal to two times your security deposit, court costs, and attorney's fees.

Rent Increases In a week-to-week or month-to-month tenancy, the landlord can raise your rent by any amount if he/she gives you seven days notice for a week-to-week lease or 30 days notice for a month-to-month lease. Your landlord cannot raise your rent if you have a fixed-term lease. In other words, if you have a year lease, your landlord cannot raise your rent prior to the expiration of the lease. Illinois does not have a rent control law. Therefore, your landlord can raise your rent as much as he/she deems necessary. However, you should contact your local units of government to see if your city or county has a rent control ordinance.

Terminating A Lease Your landlord must notify you in writing that he/she intends to terminate the lease. If you are renting month-to-month, you are entitled to a 30-day written notice. Leases running year-to-year require a 60-day written notice. **YOUR LANDLORD DOES NOT HAVE TO GIVE YOU ANY REASON FOR TERMINATING THE LEASE.**

Illinois Rental Property Utility Service Act If your landlord has failed to pay a utility bill for which he/she is legally responsible, you may pay the bill and deduct the payment from your rent.