

CITY OF EVANSTON – MODEL LEASE AGREEMENT

LEASE SUMMARY						
DATE OF LEASE	TERM OF LEASE		TOTAL RENT FOR TERM	PAYABLE MONTHLY	SECURITY DEPOSIT	DECORATING ALLOWANCE
	BEGINNING	ENDING				
	12:01 A.M.	12:01 A.M.			\$0.00 (zero)	\$0.00 (zero)
	DATE YEAR	DATE YEAR				

**IF NONE, WRITE "NONE"*

TENANT

LIST ALL OCCUPANTS:
(NAMES AND BIRTHDAYS):

APARTMENT: #

ADDRESS OF PREMISES:

TELEPHONE:

LANDLORD

NAME(S):

BUSINESS:

ADDRESS:

TELEPHONE of Landlord or Agent:

24 Hour Telephone Number(s)

This Agreement is made and entered into on the date first shown by and between Landlord and Tenant. Landlord and Tenant agreed together:

Additional AGREEMENTS between Landlord and Tenant (if any), including repairs to be made, parking, storage facilities, renewal options.

LEASE AGREEMENTS AND COVENANTS

All sections referred to in this Lease Agreement are regarding sections detailed in the Evanston Residential Landlord and Tenant Ordinance and shall be referred to thereafter as "ERLTO" – (Chapter also means "ERLTO")

1. **THE PREMISES.** (SECTION 5-3-2 (A))

2. **IDENTIFICATION OF OCCUPANTS.** (SECTION 5-3-1(B))

All rental agreements for leases of dwelling units subject to Title 5 Chapter 3 shall contain the full names and birth dates of all occupants of the dwelling unit leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing rental agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy permitted elsewhere in the City Code for that size unit.

3. **TERM OF LEASE AND RENT.** (SECTION 5-3-3-1)

4. **UTILITIES.** Landlord agrees to furnish the following services to Tenant: electricity, gas, water, heat, trash and garbage removal. For use on the premises of the following utilities Tenant will be billed directly and make payment to the utility company (specify) telephone.

City of Evanston
847-448-4311

5. **PERSONS AUTHORIZED TO ACT ON BEHALF OF LANDLORD** (SECTION 5-3-5-2)(A-C)

6. **CODE VIOLATIONS.** (SECTION 5-3-5-2)(D)

7. **FIXTURES.** All cabinets, drapes, blinds and shutters, plumbing fixtures, electrical fixtures, refrigerators, ovens, stoves and all following fixtures and furniture now on the premises (specify, if any), are part of the premises and leased at no extra charge to Tenant with the premises:

8. **HEATING AND HOT WATER.** Landlord shall furnish to and for the use of Tenant, in fixtures on the premises provided for such purpose by Landlord and no other fixtures, hot and cold water in radiators or other fixtures on the premises and a reasonable amount of heat at reasonable hours at least as required by the applicable municipal code.

9. **USE OF PROPERTY** (SECTION 5-3-4-4)

10. **SECURITY DEPOSIT.** (SECTION 5-3-5-1(A-G))

a. Upon execution of this agreement, Tenant shall pay Landlord security deposit equal to shown in the Lease Summary unless such security deposit is equal to one and one-half (1-1/2) month's rent. If the Landlord requires a security deposit in excess of one month's rent, that portion in excess of one month's rent at the election of the Tenant, shall be paid either at the time the Tenant pays the initial security deposit, or shall be paid in no more than six equal installments no later than six months after the effective date of the lease. Interest on that portion of a security deposit exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the Landlord.

b. Upon termination of the Tenancy, property or money held by the Landlord as security or pre-paid rent may be applied to the payment of accrued rent and the amount of damages which the Landlord has suffered by reason of the Tenant's noncompliance with SECTION 5-3-4-1 of this chapter, all as itemized by the Landlord in a written notice delivered to the Tenant together with the amount due twenty-one (21) days after Tenant has vacated his unit. Any security

Landlord initials _____

or prepaid rent not so applied, and any interest on such security due to the tenant shall be paid to the tenant within twenty-one (21) days after tenant has SECTION 5-3-7-4(A), regarding Landlord's wrongful failure to supply essential services, the obligations imposed on the Landlord's wrongful failure to supply essential services, the obligations imposed on the Landlord pursuant to SECTION 5-3-5-1(C), shall be performed within forty-eight (48) hours after the expiration of the seven (7) day written notice to the Landlord to restore service.

11. INTEREST ON SECURITY DEPOSITS. (SECTION 5-3-5-1(B-C)) A landlord who receives security or prepaid rent from a tenant shall pay interest to the tenant at the rate equal to the interest paid on such security deposits in the City of Chicago. A landlord shall pay to the tenant interest on all deposits within thirty (30) days after the end of each twelve (12) month rental period, by cash or credit to be applied to the rent due, except when tenant is in default under terms of the rental agreement. Interest on that portion of the security deposit or prepaid rent exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the landlord.

12. ENTRY BY LANDLORD. (SECTION 5-3-4-3)

a. The Tenant shall not unreasonably withhold consent to the Landlord to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or show the dwelling unit to prospective or actual purchasers, mortgages, Tenants or workmen.

b. The Landlord may enter the dwelling unit without consent of the Tenant in case of emergency.

c. The Landlord shall not abuse the right of access or use it to harass the Tenant. Except in cases of emergency, or unless it is impractical to do so, the Landlord shall give the Tenant at least two (2) days notice of his intent to enter and may enter only at reasonable times.

13. ADDITIONAL TENANT OBLIGATIONS (SECTION 5-3-4-1)

Tenant shall:

a. Comply with all obligations imposed upon Tenant by provision of the codes applicable to the dwelling unit.

b. Keep that part of the premises that he occupies and uses as safe as the condition of the premises permits.

c. Dispose from his dwelling all ashes, rubbish, garbage and other waste in a clean and safe manner.

d. Keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits.

e. Use in a reasonable manner all electrical, plumbing, sanitary, heating ventilation, air conditioning and other facilities and appliances, including elevators, in the premise.

f. Not deliberately or negligently destroy, deface damage, impair, or remove any part of the premises or knowingly permit any person to do so.

g. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.

h. Not engage in or permit the unlawful selling, possession, serving, storage, deliverance, manufacture, cultivation, giving away, or use of any controlled substance, prostitution, or gambling on the leased premises.

14. ADDITIONAL LANDLORD OBLIGATIONS. (SECTION 5-3-5-3)

15. TENANT'S REMEDIES FOR LANDLORD'S NON COMPLIANCE. (SECTION 5-3-7-1)

16. TENANT'S REMEDIES: SELF HELP FOR DEFECTS AND RENT WITHHOLDINGS. (SECTION 5-3-7-3)

17. TENANT'S REMEDIES FOR LANDLORD'S FAILURE TO SUPPLY ESSENTIAL SERVICES. (SECTION 5-3-7-4)

a. If contrary to the rental agreement, the Landlord fails to supply heat, running water, hot water, electricity, gas or plumbing the Tenant may:

(1) Deliver a written notice to the landlord specifying the service to be restored, that the service must be restored within seven (7) days of delivery of the notice, and that the rental agreement will

terminate automatically at the expiration of the seven (7) days if the specified service is not restored.

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

(3) Recover damages based upon the diminution in the fair rental value.

(4) Procure substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant may recover the cost of reasonable values of the substitute housing up to an amount equal to the monthly rent and reasonable attorneys' fees.

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

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

18. TENANT'S REMEDIES FOR LANDLORD'S FAILURE TO DELIVER POSSESSION OF PREMISES. (SECTION 5-3-7-2)

19. TENANT'S REMEDIES FOR LANDLORD'S UNLAWFUL INTERRUPTION OF TENANCY. (SECTION 5-3-12-5)

a. If a Landlord or any person acting at his direction violates paragraph 32 of this Lease, the Tenant shall have the right to terminate the rental agreement by sending the Landlord written notice of his intention to terminate within three (3) days of the violation. If the rental agreement is terminated, the Landlord shall return all security deposit, prepaid rent and interest to the Tenant in accord with paragraphs 10 and 11 of the Lease.

b. If a Tenant in a civil legal proceeding against the Landlord establishes that a violation of paragraph 32 of this Lease has occurred he shall be entitled to recover possession of his dwelling unit or personal property and shall be entitled to an amount equal to not more than two (2) months' rent or twice the actual damages sustained by him, whichever is greater and reasonable attorney's fees. A Tenant may pursue any civil remedy for violation of paragraphs 32 of this Lease regardless of whether a fine has been entered against the Landlord pursuant to Section 5-3-12-1 of the ERLTO.

20. LANDLORD'S NONCOMPLIANCE AS DEFENSE TO ACTION FOR THE POSSESSION OR RENT. (SECTION 5-3-7-5)

21. LANDLORD AND TENANT REMEDIES FOR ABUSE OF ACCESS. (SECTION 5-3-8-2)

22. LANDLORD'S REMEDIES FOR TENANT'S NONCOMPLIANCE (SECTION 5-3-6-1)

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

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

b. If the rent is unpaid when due and the Tenant fails to pay the unpaid rent within ten (10) days, or, in the case of owner-occupied dwelling units containing two or fewer rooming units, within forty-eight (48) hours after receipt of written notice by the Landlord of his/her intention to terminate the rental agreement.

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

Landlord initials _____

23. SUBLEASES, LANDLORD'S REMEDIES IF TENANT ABANDONS PREMISES. (SECTION 5-3-6-2)

24. LANDLORD'S REMEDIES FOR TENANT'S HOLD OVER. (SECTION 5-3-8-1)

25. LANDLORD'S REMEDIES REGARDING PROPERTY ABANDONED BY TENANT. (SECTION 5-3-6-5)

26. LIMITATION OF LANDLORD'S LIABILITY. (SECTION 5-3-5-4)

a. Unless otherwise agreed, a Landlord who sells the premises is relieved of liability under the Lease for events occurring subsequent to written notice to the Tenant of the sale. However, he remains liable to the Tenant for any property and money to which the Tenant is entitled under Subsection 1 and all prepaid rent, unless the Tenant receives written notice that such property, money and prepaid rent have been transferred to the buyer, and that the buyer has accepted liability for such property, money and prepaid rent.

b. Unless otherwise agreed, the manager of the premises is relieved of liability under this Lease for events occurring after written notice to the Tenant of the termination of his management.

27. LEAD DISCLOSURE REQUIREMENTS. (SECTION 5-3-5-5)
Landlords subject to this Ordinance must follow all applicable state and federal regulations regarding lead poisoning and must specifically:

a. Provide all prospective and current lessees with a copy of the current approved U.S. Environmental Protection Agency federal pamphlet on lead-based paint disclosure.

b. Disclose any known lead hazards.

28. WAIVER OF LANDLORD'S RIGHT TO TERMINATE LEASE. (SECTION 5-3-6-3)

29. A FIRE OR CASUALTY DAMAGE. (SECTION 5-3-7-6)

30. NOTICE OF REFUSAL TO RENEW RENTAL AGREEMENT. (SECTION 5-3-8-3)

a. If the rental agreement will not be renewed or if a month-to-month tenancy will be terminated, the Landlord shall notify the Tenant in writing thirty (30) days prior to the termination date.

b. If the Landlord fails to give the required written notice, the Tenant may remain in his dwelling for two (2) months, commencing on the date that the written notice is received by the Tenant. During such period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice.

31. RETALIATORY CONDUCT PROHIBITED. (SECTION 5-3-9-1)

a. Except as provided in this paragraph a. Landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring action for possession or by refusing to renew a rental agreement because the Tenant has:

(1) Complained in good faith of a code violation to the government agency charged with the responsibility for the enforcement of such codes;

(2) Complained to the Landlord of a violation under paragraphs 14 and 27 of this Lease and Section 5-2-5-2(D) or Section 5-3-5-3 of the ERLTO.

(3) Organized or become a member of a Tenant union or similar organization or,

(4) Exercised or attempted to exercise any right to enforce any remedy granted to him under this Lease.

b. If the Landlord acts in violation of subsection (a) the Tenant has a defense in any retaliatory action against him for possession and is entitled to the following remedies: he shall recover possession or terminate the rental agreement and in either case, recover an amount equal to and not more than two (2) months rent or twice the damages sustained by him, whichever is greater and reasonable attorney's fees. If the rental agreement is terminated, the Landlord shall return all security deposits and interest recoverable under paragraph 10 and 11 of this Lease and all prepaid rent. In an action by or against the Tenant, if there is evidence of a previous Tenant complaint within one year prior to the alleged act of retaliation, it may be presumed that the Landlord's conduct was retaliatory. The presumption does not arise if the Tenant is making a retaliation complaint regarding a proposed rent increase which applies to all tenants renewing their leases around the same time

period.

c. Notwithstanding subsections (a) and (b) a Landlord may bring an action for possession if:

(1) The violation of code was caused primarily by lack of care by the Tenant, a member of his family or other person on premises with his consent, or

(2) The Tenant is in default for payment of rent, other than a purported default under paragraphs 15, 16 and 17 of this Lease and Section 5-3-7-3 (A-C) and Section 5-3-7-4 (A-C) of the ERLTO.

32. UNLAWFUL INTERRUPTION OF TENANCY BY LANDLORD PROHIBITED. (SECTION 5-3-12-1 AND SECTION 5-3-12-2)

a. The Landlord or any person acting at his discretion shall not knowingly oust or dispossess or attempt to dispossess any Tenant from a dwelling unit without authority of law, by plugging, charging, adding or removing any lock or latching device, or by blocking any entrance into said unit, or by removing any door or window from said unit, or by interfering with the services to said unit, including, but not limited to electricity, gas, hot water, plumbing, heat or telephone service, or by removing a Tenant's personal property from said unit; or by the use of force or threat of violence, injury or force to a Tenant's person or property; or by any other act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable.

b. The provision of subparagraph (a) shall not apply where:

(1) The Landlord acts in compliance with laws of Illinois pertaining to forcible entry and detainer and engages with Sheriff of Cook County to forcibly evict a Tenant or his personal property, or

(2) The Landlord acts in compliance with the laws of Illinois pertaining to distress for rent, or,

(3) The Landlord acts pursuant to court order, or,

(4) The Landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law, or,

(5) The Tenant has a right to possession of the dwelling unit but has been absent therefrom for thirty (30) consecutive days without advising the Landlord of such absence of his/her intent to return, current rent is thirty (30) or more days overdue, and after diligent inquiry, the Landlord has reason to believe that Tenant has abandoned the premises and does not intend to return.

33. LANDLORD RULES AND REGULATIONS. (SECTION 5-3-4-2 (A and B)).

a. Only written landlord Rules and Regulations are enforceable.

b. The following rules and regulations if attached hereto, shall be part of this agreement.

DELIVERY OF RESIDENTIAL LANDLORD AND TENANT ORDINANCE.

As of the date of printing of this lease form, the lease, when fully executed, shall satisfy Section 5-3-10 of the City Code which requires the Landlord to attach a copy of the City of Evanston Residential Landlord and Tenant Ordinance to each written rental agreement and that an acknowledgement of receipt be noted on the lease.

WITNESS the signatures of the parties hereto, as of the first date appearing above.

Skokie Realty, LLC

LANDLORD

By:

Its: Agent

TENANT x _____

x _____

x _____

NOTE: Both Landlord and Tenant should initial each page of any typed or handwritten attachments to Agreement and each party should retain on fully executed copy of this Agreement.

Landlord initials _____



**CHICAGO ASSOCIATION OF REALTORS®
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE**



(For Apartment Leases)

This Contract is Intended to be a Binding Real Estate Contract

LEAD WARNING STATEMENT

Every purchaser of any interest in or tenant planning to lease any portion of residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection of possible lead-based paint hazards may also benefit any tenant intending to lease residential real property.

LANDLORD'S DISCLOSURE (initial each of the following which applies):

x_____ (a) Landlord ~~is~~ / **is not** (strike one) aware of the presence of any lead-based paint and/or lead-based paint hazards in the property. Explain:_____.

x_____ (b) Landlord ~~does~~ / **does not** (strike one) have any reports and records pertaining to lead-based paint and/or lead-based paint hazards in the property.

x_____ (c) If Landlord **does** have any such reports and records, Landlord has provided Tenant with all available reports and records, including the following (list documents here): NONE

TENANT'S ACKNOWLEDGMENT (initial each of the following which applies):

x_____ x_____ x_____ (d) Tenant has received copies of all information listed above.

x_____ x_____ x_____ (e) Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.

x_____ x_____ x_____ (f) Tenant has (check one):

- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint and/or lead-based paint hazards.
- ☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial if applicable):

_____/_____ (g) Agent has informed Landlord of its obligations, if any, to disclose information regarding lead-based paint and/or lead-based paint hazards in the property.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and each party certifies, to the best of the party's knowledge, that the information the party provided is true and accurate.

x_____ x_____
Tenant's Signature Date

Landlord:
Skokie Realty, LLC

x_____ x_____
Tenant's Signature Date

By:
Its: Member

x_____ x_____
Tenant's Signature Date

X_____/_____/2018
Date

PROPERTY ADDRESS: _____ UNIT: _____ CITY: _____ ZIP: _____



CHICAGO ASSOCIATION OF REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Apartment Leases)
This Contract is Intended to be a Binding Real Estate Contract



RADON WARNING STATEMENT

Every tenant interested in leasing residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The landlord leasing the property has agreed to provide the tenant with any information on radon test results of the dwelling showing elevated levels of radon in the owner's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator. Tenants may also benefit from having an indoor radon test performed prior leasing any residential real property.

LANDLORD'S DISCLOSURE (initial each of the following which applies):

____/____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. Explain:_____.

____/____ (b) Landlord has provided Tenant with all available records and reports pertaining to elevated radon concentrations within the dwelling.

x____ (c) Landlord has no knowledge of elevated radon concentrations in the dwelling.

x____ (d) Landlord has no records or reports pertaining to elevated radon concentrations with the dwelling.

TENANT'S ACKNOWLEDGMENT (initial each of the following which applies):

x____ x____ x____ (e) Tenant has received copies of all information listed above.

x____ x____ x____ (f) Tenant has received the IEMA approved Radon Disclosure Pamphlet.

AGENT'S ACKNOWLEDGMENT (initial if applicable):

____/____ (g) Agent has informed Landlord of its obligations under Illinois law, if any, to provide this Radon Disclosure.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and each party certifies, to the best of the party's knowledge, that the information the party provided is true and accurate.

x____ x____
Tenant's Signature Date

x____ x____
Tenant's Signature Date

x____ x____
Tenant's Signature Date

Landlord:

Skokie Realty, LLC

By:

Its: Member

X____/____/2018
Date

PROPERTY ADDRESS:_____ UNIT:_____ CITY:_____ ZIP:_____



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, crawlspace, slab-on-grade, a test in each area is required for licensed professional measurements.

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

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

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

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



When do you average radon test results?

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



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

Rev. 12/9/2007 (IEMA018)

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

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

Disclosure of Radon Information

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

When Testing

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

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

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

Where the test should be conducted

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

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

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

DO NOT MEASURE:

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

The detector should be placed:

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

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

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

After a radon reduction system is installed

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

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

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

Call the IEMA-Division of Nuclear Safety Radon Program at: 1(800) 325-1245



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

Revised by the Authority on the State of Illinois 10/2014, last updated 10/21/2015. IEMA 018

CITY OF EVANSTON, IL LINOIS

RESIDENTIAL LANDLORD AND TENANT ORDINANCE**SECTION:****PAGE**

5-3-1:	Title, Purpose and Scope.....	2
5-3-2:	General Definitions; Principles of Interpretation.....	2
5-3-3:	Rental Agreements.....	2
5-3-3-1:	Terms and Conditions of Rental Agreements.....	2
5-3-3-2:	Effect of Unsigned or Undelivered Rental Agreement.....	3
5-3-3-3:	Prohibited Provisions in Rental Agreements.....	3
5-3-4:	Tenant Obligations.....	3
5-3-4-1:	Maintain Dwelling Unit.....	3
5-3-4-2:	Rules and Regulations.....	3
5-3-4-3:	Access.....	3
5-3-4-4:	Tenant's Use and Occupancy of Dwelling Unit.....	3
5-3-5:	Landlord Obligations.....	3
5-3-5-1:	Security Deposits and Prepaid Rent.....	3
5-3-5-2:	Disclosure.....	4
5-3-5-3:	Maintain Fit Premises.....	4
5-3-5-4:	Limitation of Liability.....	4
5-3-5-5:	Lead Disclosure Requirements.....	4
5-3-6:	Landlord Remedies.....	4
5-3-6-1:	Noncompliance With Rental Agreement; Failure to Pay Rent.....	4
5-3-6-2:	Failure to Maintain.....	4
5-3-6-3:	Abandonment; Subleases.....	5
5-3-6-4:	Waiver of Landlord's Right to Terminate.....	5
5-3-6-5:	Remedy After Termination.....	5
5-3-6-6:	Disposition of Abandoned Property.....	5
5-3-7:	Tenant Remedies.....	5
5-3-7-1:	Noncompliance by Landlord.....	5
5-3-7-2:	Failure to Deliver Possession.....	6
5-3-7-3:	Self Help for Minor Defects and Rent Withholdings.....	6
5-3-7-4:	Wrongful Failure to Supply Essential Services.....	6
5-3-7-5:	Landlord's Noncompliance as Defense to Action for Possession or Rent.....	6
5-3-7-6:	Fire or Casualty Damage.....	7
5-3-8:	Holdover; Abuse of Access.....	7
5-3-8-1:	Holdover Remedies.....	7
5-3-8-2:	Landlord and Tenant Remedies for Abuse of Access.....	7
5-3-8-3:	Notice of Refusal to Renew Rental Agreement.....	7
5-3-9:	Retaliatory Conduct, Civil Actions by City.....	7
5-3-9-1:	Retaliatory Conduct.....	7
5-3-9-2:	Civil Actions by City.....	7
5-3-10:	Attachment of Chapter to Rental Agreement.....	8
5-3-11:	Condominium Conversions.....	8
5-3-12:	Interruption of Tenant Occupancy.....	8
5-3-12-1:	Unlawful Interruption.....	8
5-3-12-2:	Exclusions.....	8
5-3-12-3:	Fines.....	8
5-3-12-4:	Civil Remedy.....	8
5-3-12-5:	Tenant's Right to Terminate.....	9

5-3-1: TITLE, Purpose and Scope:

- (A) **Short Title:** This Chapter shall be known and may be cited as the "Residential Landlord and Tenant Ordinance."
- (B) **Purpose and Declaration of Policy:** It is the purpose of this Chapter and the policy of the City, in order to protect and promote the public health, safety and welfare of the citizens, to establish rights and obligations of the landlord and the tenant in the rental of dwelling units and to encourage the landlord and the tenant to maintain and improve the quality of housing.
- (C) **Construction of Chapter:** This Chapter shall be liberally construed and applied to promote its purposes and policies.
- (D) **Scope:**
1. **Partitioned Application:** This Chapter applies to, regulates and determines rights, obligations and remedies under a rental agreement, whenever made, for a dwelling unit located within the City.
 2. **Exclusions:** Unless created to avoid the application of this Chapter, the following arrangements are not governed by this Chapter:
 - a. Residence at a public or private medical, geriatric, educational or religious institution;
 - b. Occupancy under a contract of sale of a dwelling unit if the occupant is the purchaser;
 - c. Occupancy in a structure operated for the benefit of a social or fraternal organization;
 - d. Transient occupancy in a hotel or motel; or
 - e. Occupancy in a co-operative apartment by a shareholder of the co-operative. (Ord. 114-0-89)

5-3-2: GENERAL DEFINITIONS; PRINCIPLES OF INTERPRETATION:

- (A) **General Definitions:** Subject to additional definitions contained in subsequent sections of this Chapter:

ACTION:	Includes rescission, counterclaim, setoff suit in equity, and any other proceeding in which rights are determined, including an action for possession.
CODE:	Includes any ordinance or governmental regulation concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.
COMMON AREA:	Includes a part or area of the premises not within any dwelling unit.
DWELLING UNIT:	A structure or the part of a structure that is used as a home, residence or sleeping place by one or more persons who maintain a household.
FAIR RENTAL VALUE:	The prevailing value of comparable rental units in the City.
LANDLORD:	The owner, lessor or sublessor of the dwelling unit or the building of which it is a part. An owner is one or more persons jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgage in possession.

MATERIAL NON COMPLIANCE:

A failure to comply with laws or regulations including the City of Evanston Residential Landlord-Tenant Ordinance, and the EOCFA Property Maintenance Code adopted under Section 5-3-1-1 of this Title, or the requirements or determinations of a reviewing inspector from the Community Development Department and/or Health Department and/or Fire Department when that failure increases risk to landlord or tenant(s), or adversely affects the rights and welfare of the landlord or tenants. A failure to comply may result in termination of the lease. This may include only a single instance of non-compliance if it is substantial or repeated minor violations.

PERSON:

An individual or a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity.

PREMISES:

A dwelling unit and the structure in which it is a part, and facilities and appurtenances therein, and grounds, areas and facilities held out for the use of tenants.

RENT:

All payments to be made to the landlord under the rental agreement.

RENTAL:

AGREEMENT:

A written agreement, and valid rules and regulations adopted under Section 5-3-1-4-2 of this Chapter embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

TENANT:

A person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

- (B) **Unconscionability:** If the court finds the rental agreement, or a settlement in which a party waives or agrees to forego a claim or right under this Chapter or under a rental agreement, to have been unconscionable when made, the court may grant the following relief:

1. Nonenforcement; or
2. Nonenforcement of the unconscionable provision only; or
3. Limit the application of any provision to avoid an unconscionable result.

- (C) **Notice:** A person has notice of a fact if:

1. He has actual knowledge of it;
2. He has received notice of it; or
3. From all the facts and circumstances known to him at the time in question, he has reason to know that it exists. A person gives notice to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it. (Ord. 19-0-75)

5-3-3: RENTAL AGREEMENTS:

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

- (A) A rental agreement complying with the requirements of this Chapter shall be executed for the rental of all dwelling units within the jurisdiction regardless of the duration of the tenancy herein. The landlord and tenant may include in a rental agreement terms and conditions not prohibited by this Chapter and other rules of law, including rent, term of the agreement and other provisions governing the rights and obligations of the parties.
- (B) All rental agreements for leases of dwelling units subject to this Chapter which are newly executed and/or renewed on or after August 1, 1994, shall contain the full names and birth dates of all occupants of the dwelling unit leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing rental agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy permitted elsewhere in this Code for that size unit.
- (C) Rent is to be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportioned from day to day.
- (D) Unless the rental agreement fixes a definite term, the tenancy shall be week-to-week in the case of a tenant who pays weekly rent, and in all other cases month-to-month.

5-3-3.2: EFFECT OF UNSIGNED OR UNDELIVERED RENTAL AGREEMENT

- (A) If the landlord does not sign and deliver a written rental agreement, signed and delivered to him by the tenant, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord, for the term set forth in the rental agreement.
- (B) If the tenant does not sign and deliver a written rental agreement, signed and delivered to him by the landlord, acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.
- (C) If a rental agreement given effect by the operation of this Section provides for a term longer than one year, it is effective for only one year. (Ord. 19-0-75)

5-3-3.3: PROHIBITED PROVISIONS IN RENTAL AGREEMENTS

- (A) Except as otherwise provided by this Chapter, no rental agreement may provide that the tenant or the landlord:
1. Agrees to waive or in any way rights or remedies under this Chapter;
 2. Authorizes any person to confess judgment on a claim arising out of the rental agreement;
 3. Agrees to the limitation of any liability of the landlord or tenant arising under law or to indemnify the landlord or tenant for that liability or the costs connected therewith.
- (B) Any provision prohibited by subsection (A) included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing any provision known by him to be prohibited, the tenant may recover actual damages sustained by him and not more than two (2) months' rent and reasonable attorney's fees. (Ord. 19-0-75)

5-2-4: TENANT OBLIGATIONS

5-2-4-1: MAINTAIN DWELLING UNIT

The tenant shall:

- (A) Comply with all obligations imposed upon tenants by provisions of the codes applicable to the dwelling unit.
- (B) Keep that part of the premises that he occupies and uses as safe to the condition of the premises permit.
- (C) Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
- (D) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.
- (E) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators in the premises.
- (F) Not deliberately or negligently destroy, damage, impair or remove any part of the premises or knowingly permit any person to do so.
- (G) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises; and
- (H) Not engage in or permit the unlawful selling, possession, serving, storage, deliverance, manufacture, cultivation, giving away or use of any controlled substance; prostitution; or gambling on the leased premises. (Ord. 20-0-99)

5-2-4.2: RULES AND REGULATIONS

- (A) The landlord, from time to time, may adopt general rules or regulations concerning the tenant's use and occupancy of the premises. They are enforceable only if in writing and:
1. Their purpose is to promote the convenience, safety or welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities among tenants;
 2. They are reasonably related to the purpose for which they are adopted;
 3. They apply to all tenants in the premises in a fair manner;
 4. They are sufficiently explicit to fairly inform the tenant of what he must or must not do to comply;
 5. They are not for the purpose of evading the obligations of the landlord; and
 6. The tenant was notified of them at the time he enters into the rental agreement.
- (B) A rule or regulation adopted after the tenant enters into the rental agreement that substantially modifies his bargain is not enforceable unless the tenant consents to it in writing.

5-3-4-3: ACCESS

- (A) The tenant shall not reasonably withhold consent to the landlord to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or show the dwelling unit to prospective or actual purchasers, mortgagees, tenants or workmen.
- (B) The landlord may enter the dwelling unit without consent of the tenant in case of emergency.
- (C) The landlord shall not abuse the right of access or use it to harass the tenant. Except in cases of emergency, or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days notice of his intent to enter and may enter only at reasonable times. (Ord. 19-0-75)

5-3-4-4: Tenant's Use and OCCUPANCY of Dwelling Unit

Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a dwelling unit. (Ord. 19-0-75)

5-3-5. LANDLORD OBLIGATIONS:

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

- (A) A landlord may not demand or receive security or prepaid rent or any combination thereof in an amount in excess of one and one-half (1-1/2) months' rent; provided, however, that rent paid on the first day of the month or such any other day mutually agreed upon by the parties, due and payable in advance for that month, shall not be construed herein as either security or prepaid rent and therefore shall not be included in the computation of the aforesaid one and one-half (1-1/2) months' rent. The tenant shall pay the landlord, at the time the tenant moves into the premises or at any other time mutually agreed upon by the parties, the amount of the security or prepaid rent required by the landlord. However, if the landlord requires a security deposit or prepaid rent in excess of one month's rent, but not exceeding one and one-half (1-1/2) months' rent, that portion in excess of one month's rent at the election of the tenant, shall be paid, either at the time the tenant pays the initial security deposit, or shall be paid in no more than six equal installments no later than six months after the effective date of the lease. Interest on that portion of a security deposit or prepaid rent exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the landlord.
- (B) Effective October 1, 2002, a landlord who receives security or prepaid rent from a tenant shall pay interest to the tenant at the rate equal to the interest rate paid on such security deposits in the City of Chicago. Interest on security deposits on leases commencing prior to October 1, 2002, shall be paid at a rate of four percent (4%) per year through December 31, 1975, and five percent (5%) per year from January 1, 1976 through September 30, 2002. A landlord shall pay to the tenant interest on all deposits within thirty (30) days after the end of each twelve (12) month rental period, by cash or credit to be applied to the rent due, except when tenant is in default under terms of the rental agreement. Interest on that portion of the security deposit or prepaid rent exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the landlord. (Ord. 81-0-02)
- (C) Upon termination of the tenancy, property or money held by the landlord as security or prepaid rent may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with Section 5-3-4-1 of this chapter, all as itemized by the landlord in a written notice delivered to the tenant together with the amount due twenty-one (21) days after tenant has vacated his unit. Any security or prepaid rent not so applied, and any interest on such security due to tenant shall be paid to the tenant within twenty-one (21) days after tenant has vacated his unit. In the event the rental agreement terminates pursuant to Section 5-3-7-4(A)-1 regarding landlord's wrongful failure to supply essential services, the obligations imposed on the landlord pursuant to this Section 5-3-5-1(C) shall be performed within forty-eight (48) hours after the expiration of the seven (7)-day written notice to the landlord to restore service.
- (D) A landlord shall hold all security deposits received by him or her in a federally insured interest bearing account in a bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit and interest due thereon shall continue to be the property of the tenant making such a deposit, shall not be subject to the claims of any creditor of the landlord or of the landlord's successors or interest, including a foreclosing mortgagee or trustee in bankruptcy.
- (E) The City shall cause the new rate of security deposit interest to be published once a week for two consecutive weeks or

more in newspapers of general circulation in the City. The City Manager shall direct the Human Relations Department to prepare and publish for free distribution at government offices and libraries, a pamphlet or brochure describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the interest rate for each of the prior two years. Said pamphlet shall also be available on the City's website.

(Ord. 81-0-22)

- (F) If the landlord fails to comply with subsection (C) hereof, the tenant may recover the property and money due him together with damages in an amount equal to twice the amount wrongfully withheld and reasonable attorney's fees.
- (G) This Section does not preclude the landlord or tenant from recovering other damages to which he may be entitled under this Chapter. (Ord. 19-0-75)

5-3-5-2: DISCLOSURE:

- (A) The landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing, on or before the commencement of the tenancy:
1. The name, address and twenty-four (24) hour telephone number of the person authorized to manage the premises; and
 2. The name and address of the owner of the premises or the person authorized to act on behalf of the owner for the purpose of service of process and for the purpose of receiving notices and demands.
- (B) A person who fails to comply with subsection (A) becomes an agent of each person who is a landlord for:
1. Service of process and receiving of notices and demands; and
 2. Performing the obligations of the landlord under this Chapter and under the rental agreement and expending or making available for that purpose all rent collected from the premises.
- (C) The information required to be furnished by subsection (A) shall be kept current. Subsections (A) and (B) extend to and are enforceable against any successor landlord or manager.
- (D) Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing any code violations which have been cited by the City for the dwelling unit and common area. If the landlord fails to comply with this subsection (D), the tenant may pursue the remedies provided in Sections 5-3-7-1 or 5-3-7-3 of this Chapter. (Ord. 19-0-75)

5-3-5-3: MAINTAIN FIT PREMISES:

- (A) The landlord shall maintain the premises in substantial compliance with the applicable codes of the City and shall promptly make any and all repairs necessary to fulfill this obligation.
- (B) The landlord and tenant of any dwelling unit may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:
1. The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration; and
 2. The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

5-3-5-4. LIMITATION OF LIABILITY:

- (A) Unless otherwise agreed a landlord who sells the premises

is relieved of liability under the rental agreement and this Chapter for events occurring subsequent to written notice to the tenant of the sale. However, he remains liable to the tenant for any property and money to which the tenant is entitled under Section 5-3-5.1 of this Chapter and all prepaid rent, unless the tenant receives written notice that such property, money and prepaid rent have been transferred to the buyer, and that the buyer has accepted liability for such property, money and prepaid rent.

- (H) Unless otherwise agreed the manager of the premises is relieved of liability under the rental agreement and this Chapter for events occurring after written notice to the tenant of the termination of his management.

5-3-5.5. LEAD DISCLOSURE REQUIREMENTS:

Landlords subject to this Ordinance must follow all applicable state and federal regulations regarding lead poisoning and must specifically:

- (A) Provide all prospective and current lessees with a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on lead-based paint disclosure.
(B) Disclose any known lead hazards. (Ord. 8-0-97)

5-3-6. LANDLORD REMEDIES:

5-3-6-1. NONCOMPLIANCE WITH RENTAL

AGREEMENT; FAILURE TO PAY RENT:

- (A) (1) If there is a material noncompliance by the tenant with the rental agreement or with Subsection 5-3-4.1 (A) (4) of this Chapter, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, unless the breach is remedied by the tenant prior to the expiration of the notice. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice.

- (2) If there is material noncompliance by the tenant with any of the provisions of Section 5-3-4.1 (A)-(G), after expiration of the landlord's written notice to the tenant to remedy the acts and omissions specified in the notice delivered pursuant to Section 5-3-6.1 (A) (1), throughout the remainder of the term of the rental agreement, the landlord may deliver written notice to the tenant that the rental agreement shall terminate not less than (30) days after delivery of the written notice to terminate.

- (3) If there is noncompliance by the tenant with subsection 5-3-4.1 (C) or 5-3-4.1 (H) of this Chapter, the landlord may deliver written notice to the tenant specifying the acts constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, or, in the case of owner-occupied dwelling units containing two (2) or fewer rooming units, upon a date not less than forty-eight (48) hours after receipt of the notice.

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

- (E) Except as provided herein, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or with Section 5-3-4.1 of this Chapter. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney's fees.

5-3-6-2. FAILURE TO MAINTAIN:

If there is material noncompliance by the tenant with Section 5-3-4.1 hereof, and the tenant fails to comply as promptly as conditions permit in case of emergency or within fourteen (14) days of receipt of written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and have the work done in a workmanlike manner and submit a receipted bill from an appropriate tradesman for the cost thereof as rent on the next day when rent is due, or if the rental agreement has terminated, for immediate payment, provided that the landlord has fulfilled his affirmative obligations under Section 5-3-4.1.2 (D) and 5-3-5.3 (A).

5-3-6-3. ABANDONMENT; SUBLEASES:

If the tenant abandons the dwelling unit, the landlord shall make good faith effort to rent it at a fair rental. This shall include the acceptance of reasonable subleases. If the landlord succeeds in renting the dwelling unit at a fair rental, the tenant shall be liable for the amount by which the rent due from the date of abandonment to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of abandonment to the termination of the initial rental agreement. If the landlord makes a good faith effort to rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. In either event, the tenant shall be liable for the advertising expenses and reasonable redecoration costs incurred by the landlord in renting the dwelling unit. (Ord. 19-0-75)

5-3-6-4. WAIVER OF LANDLORD'S RIGHT TO TERMINATE:

Acceptance of rent with knowledge of a default by the tenant, or acceptance of performance by him that varies from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord, constitutes a waiver of his right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.

5-3-6-5. REMEDY AFTER TERMINATION:

If the rental agreement is terminated, the landlord may have a claim for possession and full rent and a separate claim for damages for breach of the rental agreement and reasonable attorney's fees, as provided in Section 5-3-5.1 (C) hereof.

5-3-6-6. DISPOSITION OF ABANDONED PROPERTY:

(A) Except as otherwise agreed, if, upon termination of a tenancy (other than by an order of a court of competent jurisdiction) including, but not limited to, a termination after expiration of a lease or by surrender or abandonment of the premises, a tenant has left personal property on the premises, and the landlord reasonably believes that the tenant has abandoned such personal property, the landlord may:

1. Notify the tenant in writing of his demand that such property be removed within the dates set forth in such notice (but not less than 15 days after delivery or mailing of such notice), and that if such property is not removed within the time specified, the property may be sold. If the property is not removed within the time specified in such notice, the landlord may sell the property at a public sale or at a commercially reasonable private sale. The proceeds, less reasonable costs incurred by such sale or storage of property, shall be held by the landlord for the tenant for one year. If the tenant does not claim the proceeds within one year, the proceeds

shall be the property of the landlord.

2. If the tenant has left personal property which is reasonably determined by the landlord to be valueless or of such little value that the cost of storing and conducting a sale would probably exceed the amount that would be realized from such sale, the landlord may notify the tenant in writing that such property be removed by the date specified in such notice (but not less than 15 days after delivery or mailing of such notice), and that if such property is not removed within the time specified, the landlord intends to destroy or otherwise dispose of the property. If the property is not removed within the time specified in the notice, the landlord may destroy or otherwise dispose of the property.

3. The notice shall indicate his election to sell specific items of the tenant's personal property and to destroy or otherwise dispose of the remainder of said property.

- (B) For purposes of this Section, "abandonment" shall mean that the tenant has vacated the premises, and that his rent is in default and that notice by the landlord to terminate the rental agreement as provided in Section 5—3—6-1 (B) has expired.
- (C) After sending written notice, as provided in subsection (A), the landlord shall store all personal property of the tenant in a place of safe keeping and shall exercise reasonable care of the property, but shall not be responsible to the tenant for any loss not caused by the landlord's deliberate or negligent act or omission. The landlord may elect to store the property in or about the previously vacated premises. In such case, the storage shall not exceed commercially reasonable storage rates. If the tenant's property is removed to a commercial storage company, the storage cost shall include the actual charge for such storage and removal from the premises to the place of storage.
- (D) After landlord's notice under subsection (A), if the tenant makes timely response in writing of his intention to remove the personal property from the premises and does not do so within the time specified in the landlord's notice or within thirty (30) days of the delivery or mailing of the tenant's written response or a mutually agreeable date (whichever is later), it shall be conclusively presumed that he has abandoned such property. In the event the tenant removes the property after notice, the landlord shall be entitled to the cost of storage for the period the property has remained in his safe keeping.
- (E) Any public sale, authorized under the provisions of this Section, shall be conducted pursuant to law in such instances made and provided. (Ord. 19-2-75)

5—3—7: TENANT REMEDIES:

5—3—7-1: NONCOMPLIANCE BY LANDLORD:

- (A) If there is a material noncompliance by the landlord with the rental agreement or with Section 5—3—5-2 (D) or Section 5—3—5-3, the tenant may deliver a written notice to the landlord specifying the breach and that the rental agreement will terminate on a date not less than thirty (30) days after receipt of the notice, or, in the case of owner-occupied dwelling units containing two or fewer rooming units, upon a date not less than forty-eight (48) hours after receipt of the notice, unless the breach is remedied by the landlord prior to the expiration of the notice. If the breach is not remedied prior to the expiration of the notice, the rental agreement

shall terminate as provided in the notice. The tenant may not terminate for a condition caused by the the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent.

(Ord. 33-6-83)

- (B) Except as provided in this Chapter, the tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord with the rental agreement or with Section 5—3—5-3. If the landlord's noncompliance is willful, the tenant may recover reasonable attorney's fees.
- (C) If the rental agreement is terminated, the landlord shall return all security and interest recoverable by the tenant under Section 5—3—5-1 and all prepaid rent.

5—3—7-2: FAILURE TO DELIVER POSSESSION:

- (A) If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the rental agreement and Section 5—3—5-3, rent abates until possession is delivered and the tenant may:
1. Upon at least five (5) days' written notice to the landlord, terminate the rental agreement and upon termination the landlord shall return all prepaid rent and security; or
 2. Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by him, and the tenant may:
- (B) If a person's failure to deliver possession is willful, an aggrieved person may recover from that person wrongfully in possession, an amount not more than two (2) months' rent or twice the actual damages sustained by him, whichever is greater, and reasonable attorney's fees.

5—3—7-3: SELF HELP FOR MINOR DEFECTS AND RENT WITHHOLDINGS:

- (A) With respect to any single violation, the tenant may choose either the remedy in subsection 1 below or the remedy in subsection 2 below, but not both.
1. If the landlord fails to comply with the rental agreement or with Section 5—3—5-3 (A) and the reasonable cost of compliance is less than two hundred dollars (\$200.00) or an amount equal to one-half (1/2) of the monthly rent, whichever amount is greater, the tenant may recover damages for the breach under Section 5—3—4-1 (B) or may notify the landlord in writing of his intention to correct the condition at the landlord's expense. If the landlord fails to comply within fourteen (14) days after being notified by the tenant in writing or as promptly as conditions require in case of emergency, the tenant may have the work done in a workmanlike manner and, after submitting to the landlord a receipted bill from an appropriate tradesman, deduct from his rent the amount thereof, not exceeding the limits specified in this subsection, provided, that the tenant has fulfilled his affirmative obligations under Section 5—3—4-1.
 2. If the landlord fails to comply with the rental agreement or with Section 5—3—5-3 (A), the tenant may, where the condition has been cited as a code violation by the City, notify the landlord in writing of the tenant's

intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises. If the landlord fails to correct the condition within fourteen (14) days after being notified by the tenant in writing, the tenant may, during the time such failure continues, deduct from the rent the stated amount.

(B) A tenant may not repair at the landlord's expense or withhold rent under this Section if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family or other person on the premises with his consent.

(C) Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other tenants sharing such facilities of his plans, and shall so arrange the work as to create the least possible inconvenience to the other tenants.

5—3—7.4: WRONGFUL FAILURE TO SUPPLY ESSENTIAL SERVICES:

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

1. Deliver written notice to the landlord specifying the service to be restored, that the service must be restored within seven (7) days of the delivery of the notice, and that the rental agreement will be terminated automatically at the expiration of the seven (7) days if the specified service is not restored.
2. Pay for the provision of these services and deduct the cost from their next rental payment, or payments in the event the cost of services provided exceeds the amount of the next rental payment.
3. Recover damages based upon the diminution in fair rental value of the dwelling unit and reasonable attorney fees; or
4. Procure substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant may recover the cost reasonable value of the substitute housing up to an amount equal to the monthly rent and reasonable attorney's fees.

(B) If the tenant proceeds under this Section, he may not proceed under Sections 5—3—7.1 or 5—3—7.3 for that breach.

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

5—3—7.5: LANDLORD'S NONCOMPLIANCE AS DEFENSE TO ACTION FOR POSSESSION OR RENT:

(A) In an action for possession based upon nonpayment of rent or in an action for rent where the tenant is in possession, the tenant may counterclaim for any amount which he may recover under the rental agreement or this Chapter. In that event, the court may order the tenant to pay into court all or part of the rent arrears and thereafter accruing, and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and the balance by the other party. If no rent remains due after application of this Section, judgment shall be entered for the tenant in the action for possession. If the

he entered for the tenant in the action for possession. If the defense or counterclaim by the tenant is without merit, the landlord may recover reasonable attorney's fees.

(B) In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided in subsection (A), but the tenant is not required to pay any rent into court.

5—3—7.6: FIRE OR CASUALTY DAMAGE:

(A) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

1. Immediately vacate the premises and notify the landlord in writing within fourteen (14) days thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or
2. If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(B) If the rental agreement is terminated, the landlord shall return all security recoverable under Section 5—3—5.1 and all prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

(C) A tenant may not exercise remedies in this Section if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or a person on the premises with his consent. (Ord. 19-0-75)

5—3—8: HOLDOVER; ABUSE OF ACCESS:

5—3—8.1: HOLDOVER REMEDIES:

If the tenant remains in possession without the landlord's consent, after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful, the landlord in addition may recover an amount not more than two (2) months' periodic rent or twice the damages sustained by him, whichever is greater, and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, Section 5—3—3.1 (D) applies.

5—3—8.2: LANDLORD AND TENANT REMEDIES FOR ABUSE OF ACCESS:

(A) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover damages and reasonable attorney's fees.

(B) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In each case, the tenant may recover an amount equal to not more than two (2) months' rent or twice the damages sustained by him, whichever is greater, and reasonable attorney's fees.

5-3-8-3: NOTICE OF REFUSAL TO RENEW RENTAL AGREEMENT:

- (A) If the rental agreement will not be renewed or if a month-to-month tenancy will be terminated, the landlord shall notify the tenant in writing thirty (30) days prior to the termination date.
- (B) If the landlord fails to give the required written notice, the tenant may remain in his dwelling for two (2) months, commencing on the date that the written notice is received by the tenant. During such period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice.

5-3-9: RETALIATORY CONDUCT: CIVIL ACTIONS BY CITY

5-3-9-1: RETALIATORY CONDUCT:

- (A) Except as provided in this Section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession or by refusing to renew a rental agreement because the tenant has:
1. Complained in good faith of a code violation to a government agency charged with the responsibility for the enforcement of such code;
 2. Complained to the landlord of a violation under Sections 5-3-5-2 (D) or 5-3-5-3;
 3. Organized or become a member of a tenant union or similar organization; or
 4. Exercised or attempted to exercise any right or enforce any remedy granted to him under this Chapter.
- (B) If the landlord acts in violation of subsection (A), the tenant has a defense in any retaliatory action against him for possession and is entitled to the following remedies: he shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to and not more than two (2) months' rent or twice the damages sustained by him, whichever is greater, and reasonable attorney's fees. If the rental agreement is terminated, the landlord shall return all security and interest recoverable under Section 5-3-5-1 and all prepaid rent, in an action by or against the tenant. If there is evidence of a complaint within one year prior to the alleged act of retaliation, it may be presumed that the landlord's conduct was retaliatory. The presumption does not arise if the tenant made the complaint after notice of a proposed rent increase. (Ord. 126 0-82)
- (C) Notwithstanding subsection (A) and (B), a landlord may bring an action for possession if:
1. The violation of a code was caused primarily by lack of care by the tenant, a member of his family or other person on the premises with his consent; or
 2. The tenant is in default in rent, other than a proposed default under Section 5-3-7-3.

5-3-9-2: CIVIL ACTIONS BY CITY:

Whenever the City Manager or his designee has reasonable cause to believe that any landlord or tenant is engaged in a pattern of practice of violating the provisions of this Chapter, the City may bring a civil action by filing a complaint signed by the City Manager, setting forth the facts pertaining to such pattern of practice and requesting such relief, including an application for a permanent or temporary injunction, restraining order and damages as heretofore provided

against the landlord or tenant responsible for such pattern of practice, as may be necessary to insure compliance with the provisions of this Chapter and the full enjoyment of the rights herein established. The foregoing does not limit the City of Evanston's authority to institute actions pursuant to Section 5-3-12-3 to enforce Section 5-3-12 of this Chapter. (Ord. 8-0-81)

5-3-10: ATTACHMENT OF CHAPTER TO RENTAL AGREEMENT:

- (A) A current copy of this ordinance shall be attached to each written rental agreement, whether it be a City of Evanston Model Apartment Lease or a landlord drafted written lease agreement, when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for new rental or a renewal thereof.
- (B) If a tenant in a civil legal proceeding against his landlord establishes that a violation of 5-3-10(A) has occurred, he shall be entitled to recover two hundred dollars (\$200.00) in damages and reasonable attorney's fees.
- (C) The Model Apartment Lease Agreement ("Agreement"), as amended from time to time, shall be on file with the City Clerk. Each amended Agreement form shall be effective for a minimum of one (1) year. Leases entered into during the effective period of a particular Agreement form shall remain valid notwithstanding amendments made in the Agreement form during the lease term.

5-3-11: CONDOMINIUM CONVERSIONS:

Provisions of this Chapter that contradict, modify, expand or limit rights of landlords or tenants established under this Chapter shall prevail over the provisions of this Chapter for leases entered into or renewed subsequent to the effective date of the Residential Condominium Ordinance. (Ord. 12-0-79)

5-3-12: INTERRUPTION OF TENANT OCCUPANCY:

5-3-12-1: UNLAWFUL INTERRUPTION:

It is unlawful for any landlord or any person acting at his direction to knowingly evict or dispossess or attempt to evict or dispossess any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or locking device, or by blocking any entrance into said unit, or by removing any door or window from said unit; or by interfering with the services to said unit, including, but not limited to, electricity, gas, hot or cold water, plumbing, heat or telephone service; or by removing a tenant's personal property from said unit; or by the use of force or threat of violence, injury or force to a tenant's person or property; or by any other act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable.

5-3-12-2: EXCLUSIONS:

- The provisions of Section 5-3-12-1 shall not apply when:
- (A) A landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict a tenant or his personal property; or
 - (B) A landlord acts in compliance with the laws of Illinois pertaining to distress for rent; or
 - (C) A landlord acts pursuant to court order; or

- (D) A landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or
- (E) The tenants with a right to possession of the dwelling unit have been absent therefrom for thirty (30) consecutive days without advising the landlord of such absence or their intent to return, current rent is thirty (30) or more days overdue, and after diligent inquiry the landlord has reason to believe that tenants have abandoned the premises and do not intend to return.

5—3—12-3: FINES:

- (A) Each member of the Police Department, while on duty, is hereby authorized to arrest any person who is found to have violated any of the provisions of Section 5—3—12-1.
- (B) Any person found guilty of violating Section 5—3—12-1 shall be fined not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00), and each day that such violation shall occur or continue shall constitute a separate and distinct offense for which a fine as herein provided shall be imposed.

5—3—12-4: CIVIL REMEDY:

If a tenant in a civil legal proceeding against his landlord establishes that a violation of Section 5—3—12-1 has occurred he shall be entitled to recover possession of his dwelling unit or personal property and shall recover an amount equal to not more than two (2) months' rent or twice the actual damages sustained by him, whichever is greater, and reasonable attorney's fees. A tenant may pursue any civil remedy for violation of this article regardless of whether a fine has been entered against the landlord pursuant to Section 5—3—12-3.

5—3—12-5: TENANT'S RIGHT TO TERMINATE:

If a landlord or any person acting at his direction violates Section 5—3—12-1, the tenant shall have the right to terminate the rental agreement by sending the landlord written notice of his intention to terminate within three (3) days of the violation. If the rental agreement is terminated, the landlord shall return all security deposits, prepaid rent and interest to the tenant in accord with section 5—3—5-1. (Ord. 8-0-81)

Effective date June 1, 1975 unless otherwise stated.

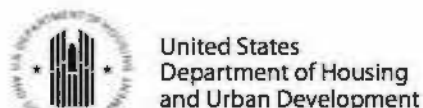
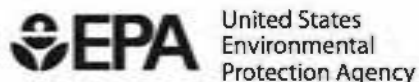
**For additional information or assistance,
please contact:**

Interfaith Housing Center of the Northern Suburbs
614 Lincoln Avenue
Winnetka, Illinois 60093-2331
Contact:
Brendan Saunders
847-501-4352
ext. 402
ihcns@interfaithhousingcenter.org
www.interfaithhousingcenter.org

**Most of the required forms, including those
needed for court action are available in our
office at no cost.**



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.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

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

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

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

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



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

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

Health Effects of Lead

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

In children, exposure to lead can cause:

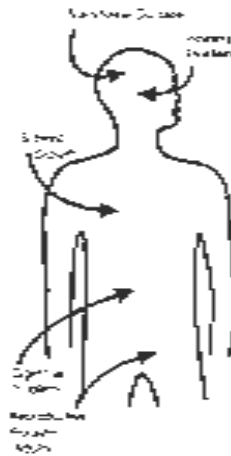
- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

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

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

In adults, exposure to lead can cause:

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



Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

¹Lead-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/cm²) or more than 0.5% by weight.

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew on 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 enter 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, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY hv

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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



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

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

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

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

Reducing Lead Hazards, continued

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

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

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

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

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

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



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

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

Other Sources of Lead

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

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

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

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

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

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2001, the federal government banned lead in mouth-churn products. The federal government currently bans lead in

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

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

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

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

Regional Lead Contact:
U.S. EPA Region 1
5 Post Office Square, Suite 100, 02109-3954
Boston, MA 02109-3954
(866) 312-7341

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

Regional Lead Contact:
U.S. EPA Region 2
2500 Woodbridge Avenue
Building 205, 1st Floor 205
Secaucus, NJ 07094-3673
(732) 327-6571

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

Regional Lead Contact:
U.S. EPA Region 3
1550 Arch Street
Philadelphia, PA 19102
(215) 814-7286

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

Regional Lead Contact:
U.S. EPA Region 4
470 Tower 12th Floor, Air, Pesticides & Toxics
51 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-6956

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

Regional Lead Contact:
U.S. EPA Region 5, 27th Fl.,
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 865-7636

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) 562-2734

Region 7: (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact:
U.S. EPA Region 7
11201 Ashmun Blvd.,
WWFDC 1000
Lincoln, NE 68519
(800) 323-6425

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

Regional Lead Contact:
U.S. EPA Region 8
1585 Wynwood St.
Denver, CO 80202
(303) 312-6966

Region 9: (Arizona, California, Nevada, Nevada)

Regional Lead Contact:
U.S. EPA Region 9 (CA) 400-421
35 Hawthorne Street
San Francisco, CA 94108
(415) 347-4280

Region 10: (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact:
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM) 200
1200 South Avenue, Suite 900
Seattle, WA 98101
(206) 553-1750

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3050
(202) 402-7698
hud.gov/offices/lead/

This document is in the public domain. It may be reproduced by an individual or organization without permission. If formal copy is desired, it may be ordered. It is based upon current knowledge and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the collaborating agencies. Following the advice given will not necessarily provide complete protection from litigation or organizational liability hazards that can be caused by lead exposure.

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

EPA 141-G-12-001
September 2012

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).