

2024 MODEL EVANSTON APARTMENT LEASE

DISCLAIMER: This form is not legal advice. It is provided as general guidance for residential leasing within the City of Evanston. The City encourages housing providers and tenants to consult an attorney before using this form. State and local laws regulating residential housing are subject to change, as is this model lease. Housing providers must also include all attachments required by law.

LEASED PREMISES

ADDRESS	UNIT	CITY	STATE	ZIP	PARKING #	STORAGE #

LEASE DATE: _____

LEASE TERM START: _____

LEASE TERM END: _____

MONTHLY RENT	UTILITIES PROVIDED BY LANDLORD	NON-REFUNDABLE FEE(S),* IF ANY	SECURITY DEPOSIT(S), IF ANY	PREPAID RENT, IF ANY
Rent: _____ Pet rent: _____ Parking: _____ Other: _____	<i>Check all that apply:</i> ☐ Electricity ☐ Gas ☐ Internet ☐ Cable ☒ Other: _____	Move-In: _____ Pet Fee: _____ Other: _____	Unit: _____ Pet: _____ Other: _____	

*Housing Provider must attach or include itemized list of reasonable estimate of the costs that compromise the fee(s), which shall not include costs associated with routine maintenance and the upkeep of the premises. Section 5-3-5-2 (A)(4) of the Evanston City Code.

TENANTS/OCCUPANTS INFORMATION

Note that this information should be provided for each occupant.

NAME	DATE OF BIRTH	CELL PHONE	WORK PHONE	EMAIL ADDRESS

PETS**TENANT EMERGENCY CONTACT**

Who should housing provider contact in case of emergency?

Name: _____

Address: _____ Unit: _____

City: _____

State: _____ Zip: _____

Cell Phone: _____

Work Phone: _____

Email: _____

HOUSING PROVIDER'S AGENTPerson, entity/tenant should contact with
all concerns management company/property manager

Company Name: _____

Contact Name: _____

Address: _____ Unit: Suite 201

City: Chicago _____

State: IL _____ Zip: _____

Phone: _____

Email: _____

HOUSING PROVIDER/LANDLORD INFORMATION

Name: Skokie Realty, LLC _____

Address: _____ Unit: _____

City: Chicago _____

State: _____ Zip: _____

Cell Phone: _____

Work Phone: _____

Email: _____

**FINANCIAL INSTITUTION HOLDING SECURITY
DEPOSIT**

No Security Deposit

Name: _____

Address: _____

City: N/A _____

State: N/A _____ Zip: _____

Work Phone: N/A _____

Email: N/A _____

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. Rent. Tenant shall pay to Housing Provider’s Agent or, if none, to Housing Provider, by check, money order, direct debit, or online payment, all monthly rent, including pet rent and parking fee, if any, at the address specified herein (or to such other address specified by Housing Provider in writing) in advance, on, or before the Start Date and each monthly anniversary of the Start Date during the Term. All sums due and payable under this lease shall be considered rent and shall be paid in the same manner as monthly rent. Rent shall be deemed paid on the date actually received. If Tenant fails to make any full payment of Rent within five (5) calendar days from the due date, such rent shall be increased by the amount of the Late Fee, which shall not exceed \$25.00 per month for the first \$1,600.00 in rent, plus five percent (5%) of the amount by which the rent exceeds \$1,600.00. Tenant agrees to pay Housing Provider, upon demand, \$50.00 each time a rent check is returned for insufficient funds, in addition to any applicable Late Fee. If, during the course of the Term, more than two rent checks are returned for insufficient funds, Housing Provider shall have the right to demand that all future payments of rent be made solely by cashier’s check or money order.

2. Security Deposit. Tenant shall deposit with Housing Provider the Security Deposit as security for the performance of each and every covenant and agreement to be performed by Tenant under this lease. To the extent permitted by law, Housing Provider shall have the right, but not the obligation, to use the Security Deposit, or any portion thereof, to cure any breach or default of Tenant under this lease, or to reasonably compensate Housing Provider for any property damage caused by Tenant, its guests or invitees, reasonable wear and tear excepted. Notwithstanding the foregoing, Tenant’s liability for any breach or default under this lease or for any property damage shall not be limited to the Security Deposit. Upon termination of this lease, Tenant shall promptly notify Housing Provider of Tenant’s new mailing address, and Housing Provider shall refund the Security Deposit, or any balance thereof, in accordance with governing law, but in no event later than twenty-one (21) days after the Tenant has vacated the Premises, and may pay the entirety of any Security Deposit refund to any Tenant on this lease. If Housing Provider has applied the Security Deposit or any portion thereof, Housing Provider shall provide, no later than twenty-one days (21) days after Tenant has vacated the Premises, a written notice stating the basis for the application of the funds and, if related to repairs or replacements, said notice shall include the estimated or

actual cost of the same, with receipts attached for any and all payments.

3. Move-in Fee. Tenant shall pay to Housing Provider’s Agent or, if none, to Housing Provider, by check, money order, direct debit, or online payment, the Move-In Fee, if any, at the address specified herein (or to such other address specified by Housing Provider in writing) in advance, on, or before the Start Date. Prior to Tenant’s obligation to pay the Move-In Fee, Housing Provider shall provide Tenant with an itemized list of Housing Provider’s reasonable estimate of the costs that comprise the Move-In Fee, which shall not include costs associated with routine maintenance and upkeep of the Premises.

4. Possession. Tenant shall be entitled to possession of the Premises at 5:00 P.M. on the Lease Start Date at the commencement of the Term. Housing Provider may deliver possession by tendering the keys to Tenant at the Premises or by making the keys available at the office of Housing Provider or Housing Provider’s Agent, provided such office is in the reasonable vicinity of the Premises.

5. Tenant’s Use of Premises. Tenant shall use the Premises as a residence only for the individual(s) identified by Tenant in this lease and any children born to, adopted by, or in the legal custody of Tenant during the Term. Tenant shall not use, lease, or license the Premises as a shared housing unit within the meaning of Title V, Chapter 2 of the Evanston Municipal Code or as a vacation rental within the meaning of Title V, Chapter 9 of the Evanston Municipal Code, and any such violation shall constitute a default. Tenant shall not permit any guests (other than minor children of Tenant or within Tenant’s legal custody) to lodge at the Premises longer than fourteen (14) days consecutively, or thirty (30) days cumulatively during the Term, without the express written consent of Housing Provider. Tenant shall comply with all federal, state, and local laws and regulations while occupying the Premises and shall not engage in any action, or allow any guests or invitees to engage in any action, that would be dangerous to life, limb, or property, cause a disturbance to other tenants or neighbors, damage the reputation of the Premises or the Housing Provider, or increase the premium cost or invalidate any policy of insurance covering the Building. Tenant shall not store on or around the Premises, or enter upon the Premises with, any item of an unusually dangerous, flammable, or explosive nature or that might unreasonably increase the risk of fire or explosion.

6. Utilities. Housing Provider shall provide all Utilities Provided by Housing Provider, the cost of which is included in the rent. Housing Provider has disclosed the annual cost during the prior twelve (12) months of each such Utility Provided by Housing Provider in Section 7 of this Lease.

Tenant shall be responsible to pay the following utilities serving the Premises:

[Comed Electric (800) 334 - 7661, Nicor Gas (888) 642 - 6748], and Tenant shall be responsible for establishing an account with the provider of each applicable utility and for paying for all usage incurred during the Term or during any period that Tenant has possession. Where Tenant pays for the utility, the utility service shall be individually metered to the Premises, and Housing Provider has disclosed, if known, the annual cost of said utility service in Section 7 of this Lease.

Housing Provider shall not be liable for any utility outages by reason of any cause beyond Housing Provider's reasonable control, and Housing Provider shall have no obligation to install or provide, or consent to the installation or provision of, any utility not serving the Premises at the commencement of the Term. If Tenant fails to pay for any utility that is Tenant's responsibility and such failure is imminently likely to affect Housing Provider's interests or create a danger to the Premises, Housing Provider may pay the utility directly and any amount so paid shall be added to the next installment of rent.

7. Utility Cost Disclosure.

Utility	Party Responsible for Payment	Annual Service Previous 12 Months
Gas	Tenant	Lease Renewal
Electricity	Tenant	Lease Renewal

____ Tenant Acknowledgement

8. Heat. If heat is a Utility Provided by Housing Provider, Housing Provider shall maintain the temperature inside the Premises in accordance with Evanston Municipal Code, at Housing Provider's sole cost and expense.

9. Notice of Conditions Affecting Habitability.

Check any that are applicable:

A. _____ Housing Provider warrants that there are no conditions affecting habitability as set forth in Section 5-3-5-2 (D) of the Evanston Municipal Code.

____ Tenant Acknowledgement

A. _____ Housing Provider discloses the following code violations, code enforcement litigation and/or administrative hearing now pending or which occurred during the previous twelve months affecting the Premises or the Common Areas:

NONE

The case or identification number of the proceeding and/or a list of the code violations are:

N/A

____ Tenant Acknowledgement

Housing Provider discloses that the City of Evanston or a utility provider intend to terminate utility service to the Premises or the Common Areas. The type of service to be terminated is N/A, the intended date of termination is N/A, and the termination will affect [Premises] [Common Areas] [Both].

____ Tenant Acknowledgement

10. Housing Provider Maintenance. Housing Provider's obligation to maintain the fitness and habitability of the Premises shall be coextensive with the obligations imposed by the ERLTO, including but not limited to Section 5-3-5-3(A) thereof.

11. Tenant Maintenance. With respect to the Premises and all appurtenances thereto, Tenant shall:

- keep the same in good, clean, safe, and sanitary condition, in good order and repair, and in compliance with the Evanston municipal code;
- repair any damage caused by the misuse, waste, or neglect of Tenant or any of Tenant's guests or invitees;
- notify Housing Provider promptly of any damage, defect, or condition posing a threat to person or property or necessitating attention or repair;
- place all garbage in sealed and secured plastic bags and dispose of garbage and recyclables, in designated receptacles;
- maintain a minimum temperature of fifty-five (55) degrees where Tenant controls heat;

(f) not use sinks or toilets to dispose of articles that plumbing pipes were not designed to accommodate; (g) not suffer or commit any waste, or destroy, deface, damage, or impair any property owned by Housing Provider or third persons, nor allow guests or invitees to do so.

12. Alterations and Improvements. Tenant shall not make any alterations, additions, or improvements to, nor paint any portion of, the Premises, nor shall install, remove, or replace any wallpaper, fixtures, equipment, or appliances, nor modify any landscaping, without the express written consent of Housing Provider. Tenant may not install or affix any equipment to the exterior surface of the building, including awnings, air conditioning units, satellite dishes, coaxial cable, or television antennae, without the express written consent of Housing Provider. Housing Provider may condition any consent on, among other things, Tenant's agreement to pay all costs or employ contractors specifically approved by Housing Provider. All alterations, additions, or improvements shall become the property of Housing Provider, unless Housing Provider requests that they be removed or that the Premises be restored to its original condition at the end of the Term.

13. Safety Devices. Tenant agrees to test and maintain any smoke or burglar alarms or carbon monoxide detectors at the Premises, to replace any batteries, as needed, at Tenant's sole cost and expense, and to notify Housing Provider of any deficiencies in such safety devices that Tenant cannot correct. Housing Provider warrants that any such safety devices and batteries are in proper working order at the time Tenant takes possession. Housing Provider has no obligation to install any safety device or system at the Building, except as required by governing law. If Tenant installs any alarm system at the Building, Tenant shall provide Housing Provider with instructions on disarming the system upon entry.

14. Locks & Keys. Tenant shall have the right to change the locks or keys to any door at the Premises or to change the combination of any digital lock at the Premises, provided, however, that Tenant shall provide Housing Provider with a copy of the new key(s) or the new combination(s) within twenty-four (24) hours.

____ **Tenant Acknowledgement**

15. Access. Housing Provider and Housing Provider's Agents, upon forty-eight (48) hours' written or verbal notice, shall have the right to enter the Premises between 8:00 AM and 8:00 PM ("Daytime Hours") or at any other time expressly requested by Tenant for the purpose of inspecting or investigating actual or potential damage, performing required maintenance, alterations or repairs, supplying necessary or agreed services, conducting

inspections authorized or mandated by a governmental entity, or exhibiting the Premises to prospective purchasers or mortgagees. During the final ninety (90) days of the Term, Housing Provider and Housing Provider's Agents shall also have the right to enter the Premises during Daytime Hours and upon forty-eight (48) hours' written or verbal notice, for the purposes of exhibiting the Premises to prospective tenants of the Premises. In the event of an apparent or actual emergency, or of a practical necessity to make repairs elsewhere in the Building, Housing Provider or Housing Provider's Agents may enter the Premises at any time without notice, provided Housing Provider subsequently informs Tenant of such entry within forty-eight (48) hours. In all instances, Housing Provider or Housing Provider's Agent shall knock and announce before entering. For purposes of this paragraph only, written or verbal notice may be communicated in any diligent, good faith manner reasonably calculated to reach Tenant. Nothing in this paragraph shall be construed to limit Housing Provider's or Tenant's rights, privileges, or remedies under governing law. In the event Tenant wrongfully precludes Housing Provider from access to the Premises, Housing Provider shall be entitled to all remedies available at law or in equity, including reasonable attorney's fees.

16. Pets. Tenant may not keep any pets or animals at the Property other than those identified in this Lease. No pet may be permitted in any Common Area without a leash, and Tenant shall properly dispose of all pet waste in and around the Property. Housing Provider reserves the right to require Tenant to remove any pet that becomes dangerous to other tenants or neighbors or that repeatedly damages or causes disturbances in the Building or on the Property. Tenant shall be liable for injuries to any individual or damage to the Premises, Building, or Property caused by Tenant's pet(s). Service dogs that have been individually trained to do work or perform tasks for an individual with a disability shall not be considered pets.

17. Insurance. Housing Provider is not responsible for Tenant's furniture or other belongings. Tenant shall obtain and keep in full force and effect during the entire Term, a policy of renter's insurance in an amount sufficient to cover the insurable value of Tenant's personal possessions located in the Premises and on the Property, and inclusive of liability coverage. Upon Housing Provider's request, Tenant shall provide evidence of such renter's insurance.

18. Assignment and Subletting. Tenant shall not assign or sublease any interest in this Lease without the express written consent of Housing Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment or sublease without Housing Provider's consent shall constitute a material breach of this Lease. No sublease or assignment shall operate to release Tenant or

any Guarantor from any obligation or liability under this Lease, and no consent to a particular assignment or sublease shall be construed as consent to any other assignment or sublease.

19. Surrender of Possession. Upon expiration or termination of this Lease, Tenant shall immediately vacate and surrender possession of the Premises in as good and clean an order and condition as the Premises was in at the beginning of the Term, reasonable wear and tear excepted, and Tenant shall immediately deliver all keys to Housing Provider or Housing Provider's Agent.

20. Holdover. If Tenant fails to surrender possession following the expiration of the Term, Housing Provider may seek the remedies provided by the ERLTO.

21. Tenant Default. Any failure to pay Rent, any material noncompliance with this Lease, or any violation of the ERLTO by Tenant shall constitute a default. If the default is curable, and, within the applicable period specified by ERLTO Section 5-3-6-1, Tenant fails to cure said default following receipt of proper notice from Housing Provider, Housing Provider may terminate this Lease, maintain an action for possession without terminating this Lease, and/or exercise any and all other rights, and seek any and all remedies, individually or collectively, available at law or in equity, and the assertion or pursuit of any particular right or remedy shall not preclude the assertion or pursuit of any other. Tenant's obligation to pay Rent during the Term or any holdover shall not be relieved or released by the service of any notice or demand or the commencement of legal proceedings by Housing Provider. Any legal proceeding instituted to enforce any right of Housing Provider under this Lease may be filed and prosecuted by and in the name of Housing Provider or Housing Provider's Agent.

22. Housing Provider Default. Any material noncompliance by Housing Provider with this Lease or with the ERLTO shall constitute a default. If, within the applicable grace period specified by ERLTO Section 5-3-7-1, Housing Provider fails to cure any default following receipt of proper notice from Tenant, or, in the event notice is not required, Tenant may exercise any and all rights and seek any and all remedies, individually or collectively, available at law or in equity, and the assertion or pursuit of any particular right or remedy shall not preclude the assertion or pursuit of any other.

23. Eminent Domain. If the whole or any substantial part of the Property, Building, or Premises is taken or condemned by any competent public entity for any purpose, then this Lease shall terminate and Rent shall be pro-rated as of the date of the condemnation or taking.

Tenant shall not be entitled to receive any portion of any condemnation award.

24. Abandonment. Tenant shall not abandon the Premises. Abandonment shall be deemed to have occurred as provided by Section 5-3-6-2 of the ERLTO and shall vest Housing Provider with all rights available thereunder.

25. Extended Absence. In the event the Premises will remain unoccupied for more than twenty-one (21) consecutive days, Tenant shall notify Housing Provider at least seven (7) days in advance of such absence unless such advance notification is not reasonably possible, in which case Tenant shall so notify Housing Provider as soon as is reasonably practical.

26. Liens. Tenant shall not suffer or permit any lien or claim for lien to be filed against the Property arising out of work performed, or alleged to have been performed, at the direction of, or on behalf of, Tenant. If any such lien or claim is filed, Tenant shall within ten (10) days after receiving notice thereof: (a) cause such lien or claim for lien to be released; or (b) deliver to Housing Provider a proper bond in the amount of one hundred fifty percent (150%) of the amount of the lien, issued by a surety satisfactory to Housing Provider, indemnifying, defending, and holding Housing Provider harmless from and against all liability, loss, cost, and expense resulting from such lien or claim for lien. If Tenant fails to take either of the foregoing actions, Housing Provider, without investigating the validity of such lien or claim for lien, may: (c) pay or discharge the same and Tenant shall thereafter reimburse Housing Provider upon demand for the amount so paid or (d) declare a default.

27. Subordination. This Lease, and Tenant's interest hereunder, shall be subordinate and inferior to any past, present, or future mortgages affecting the Premises, any advances made upon any such mortgages, and any renewals or extensions thereof.

28. Application. Any application submitted by Tenant in connection with this Lease is incorporated herein by reference. Tenant represents and warrants that all statements made in such application are true and complete. Tenant agrees that Housing Provider was induced to sign this Lease in reliance on all such statements, and Tenant further agrees that any breach of the foregoing representation and warranty shall constitute a default under this Lease.

29. Notice. All notices required or permitted under this Lease shall be given by signed writing and served by (a) personal delivery; (b) certified United States mail, return receipt requested, or (c) nationally-recognized overnight courier without waiver of signature. Tenant shall deliver all

notices to Housing Provider's Agent (identified in this Lease) or, if none is identified, to Housing Provider. In the case of notices to Tenant, service by any method other than personal delivery shall be made at the Premises. Notice shall be deemed received at the time of personal delivery or on the date of recipient's signing for certified mail or overnight courier delivery. If more than one good-faith attempt at service has failed, Housing Provider may serve notice on Tenant by posting on the front door to the Premises and thereafter sending a carbon copy of said notice to Tenant by first-class United States mail, in which case notice shall be deemed to have been received three days after mailing. Housing Provider may change the name and/or address of its authorized agent through notice to Tenant in accordance with this paragraph.

30. Recording. Tenant shall not record this Lease in any public office. Breach of this condition shall constitute a default.

31. Easement. Housing Provider retains an easement to display tasteful "for sale," "for rent," or similar signs in any Common Areas of the Premises at any time, or on the exterior of the Premises within ninety (90) days prior to the expiration of this Lease.

32. Waiver. The failure of either party to exercise any right under this Lease shall not be construed as a waiver or relinquishment of such right, and the one party may not rely upon the other party's inaction at any time or from time to time as constituting a waiver or relinquishment. The express waiver of any right shall not operate as a waiver of any other right.

33. Entire Agreement. Tenant acknowledges and agrees that this Lease (and any attachments or riders expressly referenced herein) embodies the complete and entire understanding between the parties with respect to the leasing of the Premises and the obligations of each party, and Tenant is not relying on any statement, promise, representation, or warranty not expressed herein, including any promise to alter or improve the Property, Building, or Premises.

_____ **Tenant Acknowledgement**

34. Severability. If any of the provisions of this Lease or the application thereof shall for any reason be held invalid, unlawful, or unenforceable, or to the extent that any governing law imposes any obligation on Housing Provider or Tenant that contravenes any provision of this Lease or prohibits the inclusion of any provision of this Lease, then this Lease shall be deemed amended to comply with such law, and the remainder of this Lease shall not be affected thereby. If an invalid provision of this Lease cannot be reformed, it shall be severed, and the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law.

35. Modification. No modification, waiver, or amendment of this Lease or any of its terms, conditions, or covenants shall be binding upon the parties unless made in writing and signed by both parties.

36. Binding Effect. The covenants, conditions, and obligations contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of Housing Provider and Tenant, provided, however, that following the death of the last surviving Tenant, the heirs or legal representatives of said Tenant may terminate this Lease upon thirty (30) days' written notice.

37. Joint and Several Liability. All Tenants and all Housing Providers under this Lease shall be jointly and severally liable for all covenants, agreements, and obligations hereunder.

38. Construction. The headings of each paragraph of this Lease are for convenience only and shall not be used for interpretive purposes. Singular words, including "Housing Provider" and "Tenant" shall be interpreted as plural where necessary or where context permits.

39. Governing Law, Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for Illinois choice-of-law principles. Venue for any action arising out of this Lease shall be courts of competent jurisdiction in Cook County, Illinois.

40. Definitions.

Building	The entire physical structure in which the Premises is located, including all fixtures, machinery, and equipment appurtenant thereto
Common Areas	All portions of the Property except separately-demised premises intended for separate occupancy by tenants and any portions of the Property to which Housing Provider restricts public access, including but not limited to lounges, laundry rooms, indoor and outdoor recreational facilities, garages, vestibules, stairways, corridors, elevators, and passages used for ingress and egress to and from the Building and the Premises.
ERLTO	The Evanston Residential Landlord-Tenant Ordinance (CITE), as the same has been or may hereafter be amended.
Housing Provider	The person(s) or entit(ies) identified as “Housing Provider(s)” on the first page of this Lease.
Housing Provider’s Agent	The person(s) or entit(ies) identified as “Person/Entity Tenant Should Contact With All Concerns” and/or as “Housing Provider’s Agent” in this Lease. Housing Provider’s Agent is authorized to act for and on behalf of Housing Provider for the purpose of service of process and for the purpose of receiving notices and demands from Tenant.
Lease	This Evanston Apartment Lease between Housing Provider and Tenant
Move-In Fee	The non-refundable, one-time monetary sum to be paid by Tenant to Housing Provider to compensate Housing Provider for the cost of transitioning the Premises to Tenant. The Move-In Fee is reasonably related to Housing Provider’s cost for Tenant to move into the Premises including, but not limited to, additional security costs or additional trash removal. The total amount of the Move-In Fee is stated on the first page of this Lease and an itemized estimate of the costs the Move-In Fee is meant to compensate Housing Provider for is attached to this Lease. The Move-In Fee does not include costs associated with routine maintenance and the upkeep of the Premises or Property.
Pet Fee	The non-refundable, one-time sum to be paid by Tenant to Housing Provider to cover costs associated with housing pets on the Premises.
Premises	In the case of a multi-unit Building, that separately demised portion of the Property designed for exclusive occupancy by the Tenant and includes all appurtenances thereto, including fixtures, equipment, and appliances. In the case of a single family dwelling, the “Premises” is coextensive with the Property.
Property	The parcel or parcels of land owned by Housing Provider on which the Building is situated.
Rent	Any and all monetary sums, other than Move-In Fee, required to be paid by Tenant to Housing Provider, including but not limited to the total amount stated on the first page of this Lease, applicable Late Fees, and returned check charges.
Security Deposit	The funds required to be deposited by Tenant to secure Tenant’s performance of all obligations and covenants under this Lease. The total amount of the Security Deposit is stated on the first page of this Lease.
Start Date	The date so specified in the Lease Term box on the first page of this Lease.
Tenant	The person(s) identified as “Tenant(s)” on the first page of this Lease.
Utilities Paid by Housing Provider	The utility services identified on the first page of this Lease that are provided to the Premises at Housing Provider’s sole cost and expense.

FURTHER ACKNOWLEDGEMENTS BY TENANT

Tenant acknowledges receipt of the following documents. Those in **bold font** are required; where not applicable, cross out.

- | | |
|---|-------------------------------------|
| • Evanston Residential Landlord Tenant Ordinance Summary | _____ Tenant(s) Initials |
| • Lead-Based Paint Disclosure & Pamphlet | _____ Tenant(s) Initials |
| • Radon Hazard Disclosure | _____ Tenant(s) Initials |
| • Bed Bug Infestation Prevention Brochure | _____ Tenant(s) Initials |
| • Security Deposit Receipt | _____ Tenant(s) Initials |
| • Premises Inspection Checklist | _____ Tenant(s) Initials |
| • Condominium Association Rules & Regulations | _____ Tenant(s) Initials |
| • Resident Handbook | _____ Tenant(s) Initials |
| • Recycling Brochure | _____ Tenant(s) Initials |

SIGNATURES

In consideration of the mutual covenants and agreements set forth herein or in any rental application, Housing Provider hereby leases to Tenant, and Tenant hereby leases from Housing Provider, the Premises for the Term, pursuant to the terms and conditions contained in, or incorporated into, this Lease.

TENANT(S):

Signature

Name

Date

Signature

Name

Date

Signature

Name

Date

HOUSING PROVIDER(S):

Signature

Name

Date

Signature

Name

Date

Signature

Name

Date

[ATTACH ANY RULES AND REGULATIONS]

**[ADD ANY ATTACHMENTS, INCLUDING THOSE REQUIRED
BY ERLTO OR OTHER LAWS]**

N/A



Summary of Evanston Residential Landlord Tenant Ordinance (RLTO)

This is a summary of the RLTO. Please review the full RLTO if you have questions. You may want to consult with an attorney, advocacy organization, or professional association before making important decisions. You can get a copy of the RLTO on the City's website or at the City Clerk's Office, 2100 Ridge Ave., Evanston, IL 60201. (Note: The Clerk's Office is moving to 909 Davis Street, Evanston, IL 60201 as of April 1, 2024.)

The landlord must attach this Summary when initially offering a written rental agreement to any tenant and at any offering for renewal.

What Rental Units are Covered by the RLTO? (Sec. 5-3-1)

The anti-lockout provisions of the RLTO (described later) apply to every unit, even those that are exempted from the rest of the RLTO.

Almost all rental units are covered by the rest of the RLTO as well (including mobile homes and subsidized units), except:

- Units in medical, geriatric, educational, or religious institutions
- Units occupied by the purchaser under a contract of sale
- Units in a structure operated for the benefit of a social or fraternal organization
- Units in a hotel or motel not occupied as a permanent or long-term residence
- Owner-occupied co-ops
- Units in licensed transitional facilities, shelters, rooming houses, and other shared housing facilities under Sec. 5-2-1 of the Code

If a unit is exempt from any part of the RLTO, the landlord must disclose that to all prospective tenants before accepting any money from them including, but not limited to, application fees.

What Cannot Be Included in A Lease? (Sec. 5-3-3)

A lease must be in writing and must contain the full names and birthdates of all occupants of the unit. The lease **may not** include certain provisions, including:

- Giving up rights to notices, such as a 10-day notice

- Giving up the right to a jury trial
- Preventing the tenant from saying negative, but true, statements about the landlord
- Limiting the tenant's right to contact law enforcement or emergency assistance
- Requiring the tenant to pay fees, including application fees, credit check fees, and move-in fees that exceed the reasonable cost of the associated expense
- Setting late fees of more than \$25 if the rent is \$1,600 or below and more than \$25 plus 5% for any amount of rent over \$1,600
- Requiring the tenant to pay the landlord's attorney's fees
- Limiting the landlord's or tenant's liability for any damages they caused
- Prohibiting any specific breed(s) of dog if the rental agreement otherwise allows the tenant to have a dog

The Tenant's Right to Know (Sec. 5-3-5-2)

The landlord must disclose certain information to the tenant:

- The owner's or manager's name, address, and telephone number
- If ownership changes, the successor's name, address, and telephone number
- If the landlord or tenant pays the utilities and the utility costs for the past 12 months paid to the landlord or utility company
- If the property has had any building code violations in the last year
- If a municipality or other utility company threatens to terminate utility service
- If the property has any known lead hazards
- If the landlord gets a foreclosure notice

If the landlord does not disclose this information, the tenant may be able to end the rental agreement on written notice, and the landlord may be liable for damages.

Fair Notice Regarding Lease Renewals (Sec. 5-3-6-5)

If a landlord does not intend to renew a lease, the landlord must notify the tenant in writing at least 90 days before the end of the current lease. If the landlord gives the written notice later than that, the current lease is extended, and the tenant may stay in the unit for 90 days after receiving the notice.

If the landlord wants to offer a lease renewal to a tenant, the landlord must provide the new proposed lease to the tenant at least 90 days before the end of the current lease. If a landlord does not comply, the current lease is extended, and the tenant may stay in the unit, for 90 days after receiving the written notice from the landlord. The landlord may not require the tenant to decide whether or not to accept the new lease any sooner than 45 days before the end of the current lease.

The Tenant's Rights to A Habitable Unity (Sec. 5-3-5-3)

The landlord is required to make all repairs necessary to maintain the premises in compliance with the building code and other applicable codes and RLTOs. The landlord and the tenant may agree that the tenant will make certain repairs or maintenance if the parties make a separate written agreement, and the tenant is adequately compensated.

The landlord is required to address criminal activity on the premises to ensure tenants have housing

free of criminal activity.

What Can The Tenant Do If The Landlord Does Not Maintain The Unit? (Sec. 5-3-7)

The tenant must give the landlord a written notice and time to make repairs. If the landlord does not make repairs within 10 days after the tenant delivers the notice, the tenant may:

- Make minor repairs that cost less than \$500 or one-half month's rent and deduct from rent after submitting receipts to the landlord
- Terminate the lease and move out within 30 days
- If the condition has been cited by the City as a code violation, hold back a reasonable portion of the rent to reflect the reduced value of the unit

For some emergency issues, the tenant does not need to wait 10 days. In these situations, the tenant may:

- File a court case asking for repairs and, if applicable, monetary damages
- In case of a fire or other disaster, find another place to stay and notify the landlord in writing within 14 days that the lease is ended, OR reduce rent to compensate for the portion of the premises that is damaged and cannot be used.

A tenant may not exercise any of these remedies if the tenant caused a problem that needs repair.

What Can The Tenant Do If The Landlord Fails to Provide Essential Services That Are The Landlord's Responsibility Under the Lease? (Sec. 5-3-7-4) (Section 602 of the Evanston Property Maintenance Code)

Examples of Essential Services (Heat, Running or Hot Water, Electricity, Gas, plumbing, Air Conditioning or Internet)

If the landlord fails to correct the condition after the tenant gives written notice, the tenant may:

- Get essential services and deduct the cost from the rent; OR
- Find substitute housing for the period the condition continues (in which case the tenant may deduct those costs from rent and may seek reimbursement from the landlord); OR
- Bring a lawsuit for damages and reasonable attorney fees; OR
- After 7 days – terminate the rental agreement and move out

The tenant may not exercise this remedy if the tenant or utility supplier caused the condition.

What Are The Tenant's Duties Under The RLTO? (Sec. 5-3-4)

The tenant, the tenant's family, and invited guests must:

- Comply with the obligations imposed on tenants by other relevant municipal codes

- Keep their unit safe and clean, use electrical, plumbing, heating, ventilating, and other facilities and appliances safely, dispose of their garbage, and do not deliberately damage or remove any property
- Not disturb the other tenants
- Not engage in selling drugs, prostitution, gambling, or other criminal activity on the property. HOWEVER, being the victim of a crime, including domestic violence or sexual violence, is not a violation of the RLTO.
- Allow reasonable access to the unit by the landlord

What Are The Landlord's Rights? (Sec. 5-3-4-2)

The landlord may adopt reasonable rules and regulations and must notify tenants of them before the tenant moves in. Rules and regulations must be reasonably related to an appropriate purpose, must be fairly applied to all tenants, and must not prevent the tenants from assembling or communicating amongst themselves about the premises. If the landlord adopts the rules after the tenant moves in, the new rules do not apply to the tenant until the tenant agrees in writing.

Landlord's Right of Access (Sec. 5-3-4-3)

The landlord has a right to enter the unit for legitimate purposes, including to inspect the premises, make necessary repairs or improvements, supply services, or show the unit to prospective purchasers or prospective tenants within 90 days of the end of the lease.

A tenant must let the landlord enter the unit if the landlord gives two days' notice by mail, telephone, written notice, or other means designed in good faith to provide notice.

A landlord may give a general notice to all tenants if the landlord needs to make a repair on common areas or in other nearby units.

The landlord may enter the unit without notice if emergency or repairs require access immediately.

The landlord should enter the unit at reasonable times (8:00 AM – 8:00 PM or at the tenant's request) and should not enter the unit as a way to harass the tenant.

If the landlord makes an unlawful or unreasonable entry, repeatedly demands entry, or makes the tenant feel harassed, the tenant may file suit and recover 2 month's rent or twice the damages, whichever is greater, and reasonable attorney's fees.

What Are The Provisions About Paying Rent, Other Violations, Eviction, And Other Notices to Move Out? (Sec. 5-3-6)

Late Rent: If the tenant pays rent late, the landlord may charge a late fee. The maximum late fee is \$25 if the rent is \$1,600 or less. If the rent is more, the maximum late fee is \$25 plus 5% of the amount over \$1,000. If the tenant does not pay rent on time, the landlord may give the tenant a ten-day notice. The tenant has the right to pay the back rent during the ten days to prevent their lease from being terminated. If the tenant does not pay, the landlord can file an eviction case. The tenant

has the right to pay the rent and certain costs after the landlord has filed an eviction case and then the landlord must dismiss the case. The tenant can only “pay and stay” and cause the landlord to dismiss a court case one time during their tenancy.

Other Lease Violations: If the tenant violates the lease in an important way other than not paying rent, the landlord may give the tenant a thirty-day notice. The tenant has the right to fix the problem within thirty days. If the problem happens again during the lease term, the landlord may terminate the lease on 30 days' written notice without providing a second opportunity to fix the problem. If the landlord accepts the rent due after giving a ten-day or a thirty-day notice or accepts actions of the tenant that conflict with the lease, then the landlord cannot file an eviction case for that problem.

Abandonment: The landlord may decide that the tenant has abandoned the unit and take possession of the unit back under certain circumstances (see Section 5-3-6-2 of the RLTO). If the tenant abandons the property after moving out, the landlord must follow the RLTO rules about what to do with that property. (see Section 5-3-6-6 of the RLTO)

What Are The Requirements for Security Deposits and Move-In Fees (Sec. 5-3-3-3, Sec. 5-3-5-1, Sec. 5-3-5-2)

A landlord must:

- Charge no more than 1.5 times the monthly rent for a security deposit. If the landlord charges more than 1 month's rent, the tenant may choose to pay the amount above one month in installments during the first 6 months of the tenancy
- Refrain from charging any move-in fee that is not reasonably related to the actual cost of the tenant moving in
- Give an estimate of the move-in fee including details of the landlord's cost of the tenant moving in
- Not change the name of a fee or deposit to get around these rules
- Hold all security deposits in a federally insured account in a financial institution located in Illinois and keep the security deposit separate from the landlord's other accounts
- Return the security deposit within 21 days after the tenant moves out
- Only keep money from the security deposit if the tenant owes rent or has caused damage to the unit beyond ordinary wear and tear for reasonable costs that the landlord has paid to repair the unit excluding any costs for “ordinary wear and tear”
- Provide a detailed explanation for the amounts withheld within 21 days if the landlord has kept money from the security deposit for repairs.

If the landlord does not return the security deposit or does not give the tenant an appropriate explanation of the amounts deducted from the security deposit, the tenant may sue the landlord and shall receive damages equal to two times the amount wrongfully withheld and reasonable attorney's fees.

Retaliation Prohibited (Sec. 5-3-9-1)

The tenant has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions, or the landlord. The tenant also

has the right to exercise or enforce any right they have under the law.

The landlord cannot retaliate by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement just because a tenant complained or exercised their legal rights.

Lockouts Prohibited (Sec. 5-3-12)

- A landlord may not change or remove the locks, remove doors of a rental unit, cut off heat, gas, water, telephone, or internet service, remove the tenant's personal property, or otherwise interfere with the tenant's full use of the apartment.
- If the tenant is "locked out" as described above, they may sue the landlord to get back into the unit and may recover money damages and attorney's fees.



ILLINOIS REALTORS®
PRE-1978 HOUSING RENTAL AND LEASES
DISCLOSURE OF INFORMATION
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



LEAD WARNING STATEMENT

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

Lessor's Disclosure (initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ (b) Records and Reports available to the seller (check one below):
- ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
- ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

Initial	Initial	Initial
Initial	Initial	Initial

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Lessee(s) Signature(s):

X	
X	
X	

____/____/2026
Date

____/____/2026
Date

____/____/2026
Date

Lessor(s) Signature:

Bass Management, Inc

X

 By: **Landlord**
 Its: Agent
X ____/____/2026
 Date

PROPERTY ADDRESS: UNIT: CITY: ZIP: - - -



**ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON
RADON HAZARDS TO TENANTS**



Radon Warning Statement

Each tenant in this residence or dwelling unit is notified that the property may present exposure to 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 death in private homes and the leading cause of lung cancer in nonsmokers. The lessor of any residence is required to provide each tenant with any information on radon test results of the dwelling unit that present a radon hazard to the tenant.

The Illinois Emergency Management Agency (IEMA) strongly recommends that ALL rental properties have a radon test performed and radon hazards mitigated if elevated levels are found in a dwelling unit or a routinely occupied area of a multiple family residence. Elevated radon concentrations can easily be reduced by a radon contractor.

Dwelling Unit Address: _ -

Lessor's Disclosure (initial each of the following which applies)

- _____ Lessor has no knowledge of elevated radon concentrations (or records or reports pertaining to elevated radon concentrations) in the dwelling unit.
- _____ ~~Radon concentrations (at or above the IEMA recommended Radon Action Level 4.0 pCi/L) are known to be present within the dwelling unit.~~
- _____ Lessor has provided the tenant with copies of all available records and reports, if any, pertaining to radon concentrations within the dwelling unit.

Tenant's Acknowledgment (initial each of the following which applies)

☐	☐	☐
☐	☐	☐

Tenant has received copies of all information listed above.

Tenant has received the pamphlet "Radon Guide for Tenants".

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she provided is true and accurate.

TENANT(S) SIGNATURES:

LESSOR(S) SIGNATURE:

X	_____ Date
X	_____ Date
X	_____ Date

_____/_____/2026
Date

_____/_____/2026
Date

_____/_____/2026
Date

Bass Management, Inc

X	_____ By: Landlord
	Its: Agent
X	_____/_____/2026 Date



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of
Housing and Urban
Development

March 2021

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
- How lead affects health

- 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

- 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 eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Tenant Acknowledgment



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
- ☐ Muscle and joint pain

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

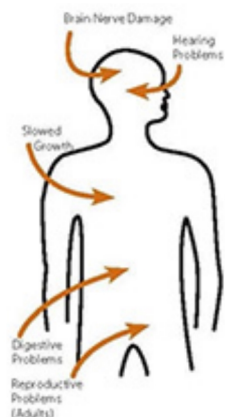
Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

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](https://www.epa.gov/lead).



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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ 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.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:



- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

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

Checking Your Home for Lead, continued

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

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

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

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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 eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. 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:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards.

However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting 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
 - 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.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **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 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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](https://www.epa.gov/lead) and [hud.gov/lead](https://www.hud.gov/lead), or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](https://www.epa.gov/safewater) 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](https://www.cpsc.gov) or [saferproducts.gov](https://www.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](https://www.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, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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

EPA-747-K-12-001
March 2021

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).

Preventing **BEDBUG** Infestations in Apartments



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

Why is this brochure being provided to me?

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



What are bed bugs?

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

**Adult bed bug-actual size.*

What do bed bugs look like?

Adult bed bugs are roughly the size, shape and color of an apple seed: 1/4 of an inch in length and light or reddish-brown in color. Immature forms of bed bugs are smaller and

lighter in color. Eggs are tiny and white. You should be able to see the adult form with your naked eye, but may need a magnifying glass to see the immature forms or eggs. Please refer to the website listed at the end of this brochure for pictures of bed bugs.

Where do bed bugs live?

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

How can bed bugs get into an apartment?

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



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

Bed bugs can be found most anywhere, so ALWAYS be aware of your surroundings. Always check furniture and bedding, especially those bought secondhand, for signs of bed bugs before you buy them. NEVER bring items that someone else has disposed of into your apartment,

as these items may be infested with bed bugs. When returning home from travel within or from outside the U.S., ALWAYS inspect your luggage carefully for signs of bed bugs before you bring the luggage into your apartment.

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

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

Do bed bugs transmit disease?

No, bed bugs are not known to transmit disease.

Are there other health concerns related to bed bugs?

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

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

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

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

Under this ordinance, tenants MUST call their landlord immediately then follow-up in

Tenant Acknowledgment

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writing. Tenants **SHOULD NOT** try to get rid of the bed bugs by applying chemicals, “bug bombs” or pesticides as these do not work and could make you, your family or neighbors sick. Once a tenant has notified the landlord, wait for additional instructions from the landlord and pest management professional. Prompt notification and treatment will help prevent the further spread of bed bugs.

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

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

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

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

What are my responsibilities as a tenant under this ordinance?

Tenants have two main responsibilities under this ordinance:

1. Notify your landlord within 5 days of suspecting a bed bug infestation;
2. Cooperate with the landlord by adhering to the following:
 - Don’t interfere with an inspection or with a treatment
 - Grant access to your apartment for an inspection or a treatment.
 - Make the necessary preparations, as instructed by your land-lord or a pest management professional,
 - Dispose of any items that a pest management professional has determined can not be treated or cleaned.
 - Enclose in a plastic bag any personal property that will be moved through any common area of the building, or stored in any other location.

Are there any exemptions to these tenant responsibilities?

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

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

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

What are my rights as a tenant under this ordinance?

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

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

What are my landlord’s responsibilities under this ordinance?

Landlords have three main responsibilities under this ordinance:

1. Educate tenants about bed bugs by providing this brochure when tenants sign a new or renew an existing lease or other rental agreement.
2. Notify tenants prior to any inspection or treatment of their apartment for bed bugs and provide instructions for preparing the apartment.
3. Get rid of the bed bug infestation by providing pest control services by a pest management professional.

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

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

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

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

Do these requirements apply to condominiums or cooperative building:

Yes, but only to units that are being rented.

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

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

What should I do if my landlord is not responsive?

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

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

www.cityofchicago.org/health

Follow us on Twitter & Facebook: [@ChiPublicHealth](https://twitter.com/ChiPublicHealth) [Facebook.com/ChicagoPublicHealth](https://www.facebook.com/ChicagoPublicHealth)





IEMA-OHS

Illinois Emergency Management Agency and Office of Homeland Security

Radon Guide for Tenants

**The Illinois
Emergency
Management
Agency and
Office of
Homeland
Security (IEMA
OHS) can offer
you additional
information or
assistance.**

Purpose of This Guide

This guide is designed for people who rent apartments, condominiums, or houses. The guide explains what radon is, and how to find out if there is a radon problem in your residence. The guide also talks about what you can do if you have high radon levels in your residence.

Did You Know That . . .

- Radon causes approximately 21,000 lung cancer deaths in the U.S. and approximately 1,200 deaths in Illinois each year.
- One-third of all housing units in Illinois are rental units. Most are either single-family houses or apartments located below the third floor of a building.
- People living in rented houses and apartment buildings can find out if they have high radon concentrations in their residences. Building owners can fix radon problems by having repairs made to the building.

What is Radon?

Radon is a radioactive gas that is found in soil and rock in all parts of the U.S. and throughout Illinois. It is formed by the decay of uranium, which is a natural process. Radon gas is invisible, and it has no odor or taste.

What Types of Buildings Contain Radon?

- Radon may be found in all types of homes and buildings. Radon gas is in the ground, and it can seep into buildings.
- Radon typically moves from the ground into a home through drains, cracks or other openings in the foundation due to pressure differentials. Radon then can be trapped inside the home.

How Does Radon Affect Health?

- Studies show radon is the leading cause of lung cancer among non-smokers.
- The higher the radon level indoors, the greater the amount you breathe. Radon gas decays into radioactive particles that can get trapped in your lungs when you breathe. As they break down, these particles release small bursts of energy that can damage the lung tissue.
- Inhaling indoor air containing radon over a period of many years increases your risk of lung cancer. Radon induced lung cancer risk depends on how much radon is in your



home, how much money you spend in your home, and your family history. If you are a smoker or a former smoker, the risk of getting lung cancer from radon is even greater.

Does Your Home Have High Radon Levels?

You cannot see, smell or taste radon. Therefore, **testing** is the only way to determine the radon level in your home.

Has Your Building Been Tested Already?

- If the building you live in has been tested properly for radon, you probably do not need to test for radon yourself. Before you sign your lease agreement (whether you live in a house, apartment, or condominium building), the owner is required to inform you in writing that a radon hazard may exist and provide you with a copy of the test results. If you have questions, call IEMA-OHS at 1-800-325-1245.
- If your building has not been tested for radon, you can test for radon yourself using a radon test kit or ask the owner to test by hiring a licensed radon contractor.

IEMA-OHS Recommends Testing All Homes and Apartments

Because most indoor radon gas comes from naturally occurring radon in the soil, IEMA OHS recommends all residences be tested for radon.

In some cases, high radon levels have been found on upper floors, due to radon movement through elevators or other air shafts in the building and may come from building materials in high rise buildings.

Can You Test for Radon Yourself?

- You can test for radon yourself.
- Testing for radon is easy to do, and takes very little time.
- To test for radon yourself, first obtain a radon test device. You can buy do-it yourself radon test kits in home improvement and hardware stores. Some laboratories provide kits through mail order.
- The price of a radon test kit can be \$15 to \$25. The price generally includes the cost of laboratory analysis.
- You can order a low cost test kit from the IEMA-OHS Radon Hotline at 800-325-1245.

You Can Hire a Professional to Test?

- You can hire a professional to test your residence for radon.
- The price of a radon test performed by a licensed professional can be \$150 to \$250

Different Ways to Test For Radon

- At the commencement of the agreed leasing period, a tenant shall have 90 days to conduct his or her own radon test of the dwelling unit.



Tenant Acknowledgement





- The quickest way to test for radon is with a short-term test. Short-term tests remain in your home for 2 days to 90 days, with the average test lasting between 2-7 days, depending on the device. Long-term radon tests remain in your residence for more than 90 days.
- Because radon levels vary from day to day and season to season, a long-term test provides a year-round average radon level.

How do you use a radon test kit?

Follow the instructions that come with the kit. When you use any radon test:

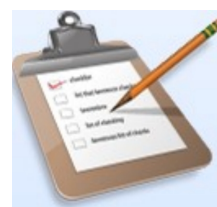
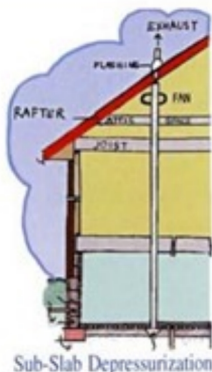
- The test kit should be placed in the lowest level of your home that your family uses regularly. For example, if you live in a house and you use the basement, place the test kit there. Put the test kit in a room that is used regularly, but NOT in your kitchen or bathroom.
- Keep the test in place for as long as the instructions say, but for at least 48 hours. Then, re-seal the package and mail it to the laboratory listed on the package. Results are sent within a few weeks.
- Keep doors and windows closed as much as possible during the test. Drafts can affect the test results.
-

What do radon test results mean?

- Radon levels are measured in "picocuries per liter" or "pCi/L". The higher the radon level, the greater the risk from long-term exposure. IEMA-OHS recommends you take action to reduce radon if the radon level is 4.0 pCi/L or higher.
- If a short-term test is 4.0 pCi/L or higher, IEMA recommends a second test to confirm the results.

What Can You Do if Your Residence has High Radon Levels?

- Fixing a radon problem usually involves repairs to the building, therefore, it is generally the building owner - and not the tenant - who is authorized to have this work done. However, if your residence has high radon levels, you can take the steps below to see that the problem is fixed.
- If your radon testing shows high radon levels, the tenant is required to inform the lessor within 10 days. The owner may need to choose to confirm radon concentrations in the building by hiring a licensed professional.
- If the lessor has elected to not mitigate the radon hazard, the tenant may terminate the lease.
- If you live in an apartment building, you can share your radon information with other residents. Other residents may wish to test their own units or to discuss the matter further with the owner.



- The lessor may hire a radon contractor to perform an additional radon test within 30 days after the tenant notifies the lessor of the results of a radon test.
- The results of a measurement by a radon contractor may be used by the lessor to disprove the presence of a radon hazard.
- Test results are valid for a period of 2 years after the date of the testing unless any renovations, additions, or modifications are made to the building containing the dwelling unit.
- If the lessor declines to dispute the results of the tenant's radon test showing a radon hazard or does not mitigate the hazard, the tenant may, within 60 days:
 - 1.) hire, at the tenant's expense, a radon contractor to perform radon mitigation activities. If the tenant chooses to conduct mitigation activities, the mitigation activities shall only be done with express consent of the lessor; or
 - 2.) terminate the lease.
- Radon reduction requires a trained professional. To find out which radon reduction system is right for a building, and the cost of repairs, Lessors should consult with a licensed radon contractor.

Tenant's Radon Checklist

- At the time of entering into a lease, or at any time during the leasing period, upon request, the lessor shall provide to a tenant in a unit below the third story with:
 - 1.) the IEMA-OHS pamphlet Radon Guide for Tenants;
 - 2.) copies of any records or reports pertaining to radon concentrations within the dwelling unit that indicate a radon hazard; and
 - 3.) the Disclosure of Information on Radon Hazards to Tenants form.
- Follow instructions included in your radon test kit.
- If your test shows radon levels above 4.0 pCi/L, notify the Lessor of the test results in writing within 10 days.
- If you have high radon levels or if you need additional information and assistance about radon testing and radon repairs, contact the IEMA radon office, the National Radon Helpline or other organizations that work on radon or housing issues.

If You Smoke . . .

Smoking combined with exposure to high radon levels is a serious health risk. If you smoke or are a former smoker, the presence of radon greatly increases your risk of lung cancer. If you stop smoking and lower your radon levels, you will reduce your lung cancer risk.

For More Information
IEMA-OHS Website
www.radon.illinois.gov
IEMA Toll-free Hotline

1-800-325-1245

What Can Lessors Do About Radon Problems?