

Tenant's Rights Against Retaliation

Uptown People's Law Center

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Local law: Chicago Residential Landlord & Tenant Ordinance (CRLTO) protects Chicago renters from retaliation, but *only if they live in a building covered by the law*.

- If you live in any of the following types of housing, which are **not** covered by the CRLTO, skip to "Non-CRLTO Housing", below:
 - owner-occupied buildings with 6 or fewer units
 - Cooperative housing
 - Temporary and transitional shelters
 - Most student housing
 - Healthcare housing (e.g. hospitals, asylums, extended care facilities, etc.)
 - Some types of religious housing (e.g. monasteries, convents)
 - Short-term travel-based housing (e.g. hotels, motels, inns) (exceptions apply)
 - Units occupied by a landlord's employee who works in the building
 - Units where a purchaser moves in before the deed transfers
 - Units where the seller stays for a little longer after the deed transfers

Under the CRLTO: Landlords cannot retaliate against a tenant for doing any of the following:

- Requesting that the landlord make a repair as required by law
- Complaining about a code violation to a relevant government official
- Contacting a community group or the news media to fix or merely complain about a code violation or something illegal that the landlord is doing
- Joining a tenant's union or something similar
- Testifying in court or an administrative proceeding about housing conditions
- Exercising any rights or remedies under the law

The One-Year rule: If the tenant did any of the things listed above within a year leading up to the landlord taking action (next page) against the tenant, the court will assume it's retaliatory.

- The tenant needs to have evidence of doing one of the things listed above.
- The tenant had to have done it before the landlord took action (see next page).

If it's more than one year: The tenant's action just needs to be **one of the reasons** for the landlord's action; but it doesn't need to be the **main** reason.

Landlord actions that can count as retaliatory under the CRLTO:

- Terminating a lease
- Increasing rent
- Decreasing services
- Bringing or threatening an eviction lawsuit
- Refusing to renew a lease or tenancy

Penalties against the landlord for retaliation:

- The tenant has a defense in court against the retaliatory action.
- The tenant can hold onto their home or terminate their lease prematurely.
- The tenant can recover up to 2X rent or 2X any damages, whatever is greater.
- The tenant can also recover attorneys' fees.

Non-CRLTO Housing

State law: If the tenant's building falls into one of the categories not covered by the CRLTO, it will still be covered by the Illinois Retaliatory Eviction Act (IL REA). This law is much weaker.

Under the IL REA: Landlords cannot retaliate against a tenant for doing any of the following:

- Complaining about a legitimate code violation (building code, health ordinance, or similar regulation) to **any** government authority.

Landlord actions that can count as retaliatory under the IL REA:

- Terminating a lease
- Refuse to renew a lease or tenancy

The tenant needs to prove the following to win the case:

- The tenant complained to the government about a code violation.
- The government found a violation.
- The landlord got a notification about the violation.
- The landlord punished the tenant **solely** because of the tenant's complaint.

Penalties against the landlord for retaliation:

- The landlord cannot simply terminate or refuse to renew the lease/tenancy, even if the landlord would normally be allowed to do so.