

## Considerations for Updates to the Landlord Tenant Ordinance

Current Provision	Proposed Provision	Additional Information
Attach full ordinance to lease. (5-3-10)	Attach an approved plain language summary.	More likely that landlords and tenants will understand a plain language summary.
Contains some disclosure requirements. (5-3- 5-2)	Add disclosure requirements for utility costs and foreclosure.	Requires providing important information to prospective and current tenants, such as utility costs and whether a foreclosure has been filed. Brings Evanston into line with Cook County and City of Chicago.
No provisions regarding bed bugs.	Provide new tenants with information on bed bug detection, reporting, and removal.	The City of Chicago and Cook County RLTOs established specific instructions on bed bug detection, reporting, and removal.
States the landlord will pay interest on the security deposit to the tenant based on the interest rate used by Chicago. (5-3-5-1)	Remove the requirement for landlords to pay interest on the security deposit.	The cost of landlords' time in calculating interest payments and disbursing payments in such small amounts is not worth the benefit this provision provides to tenants.
Contains security deposit protections; does not prevent renaming deposit to avoid requirements. (5-3- 5-1)	Specify that security deposits may not be renamed to avoid requirements.	This provision brings the ordinance in line with Cook County RTLO and ensures security deposit protection can't be circumvented.
No limitation on move-in fees.	Defines move-in fees; requires that they be reasonably related to actual expenses.	Limit move-in fees to the amount of the costs incurred by the landlord. Brings Evanston in line with Cook County RTLO.
No limitation on late fees.	Limit late fees to \$10 on monthly rent of \$1000 or less; 5% per \$1000 monthly rent thereafter.	Proposed formula is consistent with Cook County RTLO.

## Considerations for Updates to the Landlord Tenant Ordinance

<p>Notice of lease non-renewal requires 30-day notice. (5-3-8-3)</p>	<p>Increase notice to 60 days for tenancy of 1-3 years and 120 days for tenancy of more than 3 years.</p>	<p>Thirty days' notice is insufficient for any tenant, especially tenants who have lived in the property for a long period Included in Chicago Fair Notice Ordinance.</p>
<p>No provision around notice for rent increase.</p>	<p>Rent increases of more than 5% get 60 days notice, increases over 10% get 90 days notice, and increases of 15% or more require 120 days notice.</p>	<p>A graduated notice would provide additional time to long-tenured tenants who often have additional challenges moving and finding new housing. Graduated notice requirements for non-renewal are already in place with the Chicago Fair Notice Ordinance. Notice of rent increase is being considered under Chicago's Just Cause ordinance.</p>
<p>Tenants of owner-occupied 2-flats have 48 hours to fix material noncompliance issues. Landlords and tenants of larger buildings get thirty days. (5-3-6-1)</p>	<p>Even out wide divide between 30 days and 48 hours to 10 days for all.</p>	<p>While 48 hours is too short for tenants to effect a cure, 30 days is quite long. Ten days' notice is consistent with Chicago and Cook County.</p>
<p>Tenants of units being converted to condos get 120 days to make an offer prior to unit being listed on the market. (5-4-4-2)</p>	<p>Provide tenants with the "first right of refusal" to purchase if their building is being sold.</p>	<p>The City of Chicago has a pilot program requiring owners of buildings with 10 or more units giving tenants the first opportunity to purchase the building before it goes up for sale.</p>
<p>No provisions on right to organize.</p>	<p>Give tenants the right to organize through common ground of being tenants in the same building or from the same landlord.</p>	<p>Tenants may benefit from forming associations recognized by building management to address common issues. Tenant associations are currently supported by HUD's public housing projects.</p>

## Considerations for Updates to the Landlord Tenant Ordinance

<p>No provisions regarding exceptions for material noncompliance or abandonment due to gendered violence or landlord retaliation in response to. (5-3-9-1)</p>	<p>Prohibit retaliation against tenants for exercising their right to change their locks or terminate their lease in order to stay safe from or flee domestic violence. Examples of retaliatory conduct prohibited by the landlord would include eviction, lease non-renewal, or failing to return the tenant's security deposit.</p>	<p>Victims of gendered violence may need to change their locks or flee their homes to stay safe from domestic violence. The Illinois Safe Homes Act prohibits landlords from retaliating against these efforts, such as withholding the security deposit due to abandonment or refusing to renew the lease due to material noncompliance.</p>
<p>No provisions against lease non-renewal or no-fault eviction.</p>	<p>Define fair reasons to non-renew or evict and limit non-renewals/evictions to those reasons.</p>	<p>Lease non-renewal disrupts housing stability. Defining just cause to evict or non-renew would require that landlords meet these requirements before moving forward with a lease non-renewal or eviction. Such policies are currently being considered in Chicago and are implemented in San Francisco, Seattle, and Portland.</p>
<p>Ten-day period to cure non-payment. (5-3-6-1)</p>	<p>Add a one-time right to pay and stay that lasts to the court judgment.</p>	<p>Ten days' notice isn't enough time for tenants to access rental assistance. Tenants would have the opportunity to pay their past due rent all the way up until a court judgment. This is an option the tenant can't use again. If the landlord has filed a court case, the tenant is required to pay filing fees. Included in Chicago Fair Notice Ord. and Cook County RTLO.</p>
<p>Landlords may collect attorney fees from tenants if the lease is terminated for breach of rental agreement. (5-3-6-4)</p>	<p>Prohibit the collection of attorney fees from tenants in eviction proceedings.</p>	<p>Placing the burden of attorney fees onto tenants being evicted further disadvantages them in obtaining stable housing in the future. Limit landlord collections in evictions to unpaid rent and late fees. This is currently in effect in Chicago's RLTO and Cook County's RLTO.</p>

## Considerations for Updates to the Landlord Tenant Ordinance

<p>\$300 or one month's rent—whichever is greater; paid to tenants moving due to condo conversion. (5-4-4-3)</p>	<p>Landlords would pay relocation costs to tenants forced to move due to sale of the property, rehab, or a major rent increase.</p>	<p>Searching for and moving to a new apartment is expensive and disruptive. If tenants have to move at no fault of their own, this provision would help them cover some of the costs incurred. Similar provisions are currently being considered in Chicago, and are currently in effect in Minneapolis and in Portland.</p>
<p>No City-funded program currently exists to mitigate risks for landlords providing affordable housing.</p>	<p>Build a City Mitigation Fund for landlords renting to vulnerable populations and/or affordable/supportive housing, to be reimbursed for damages to their unit or for unpaid rent that surpasses the security deposit value.</p>	<p>This could help maintain and increase naturally occurring affordable housing and equitable housing opportunities. Lake County, in addition to the City of Chicago, the State of Indiana, and cities such as Orlando, Seattle, Portland, and Denver each have similar programs and funds.</p>
<p>Evanston <a href="#">Fair Housing Ordinance</a> states landlords must make an individualized assessment with regard to prospective tenants' criminal conviction history (if any). (5-5-5-7)</p>	<p>Provide landlords with an option to use a compliant screening tool to make it easier to comply with the Fair Housing Ordinance and other ordinances.</p>	<p>Considering that commonly used online tenant screening tools do not often comply with local ordinances, providing an easily accessible and compliant screening service through an online platform or local partner could help landlords comply with the FHO and other ordinances while reducing barriers for tenants. Landlords would still have the option to use their own process.</p>