

SUBSTITUTE **ORDINANCE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Section 5-12-130 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

5-12-130 Landlord remedies.

Every landlord shall have the remedies specified in this section for the following circumstances:

(Omitted text is unaffected by this ordinance)

(j) Notice or Refusal to Renew Rental Agreement. Provided that the landlord has not terminated the rental agreement under Section 5-12-130(a), (b), or (d), or that the dwelling unit has not been deemed abandoned under Section 5-12-130(e) hereof, the following notice requirements shall apply:

(1) For any residential tenancy of less than six months, the landlord shall notify the tenant in writing at least 30 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement or increase the rental rate. If the landlord provides insufficient or defective notice or otherwise fails to give the required written notice, the tenant may remain in the dwelling unit and may retain possession of the dwelling unit for up to 60 days after the date on which the insufficient or defective written notice is given to the tenant, or on which written notice would have been given to the tenant, regardless of the termination date specified in the notice or in an existing rental agreement. During such occupancy, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice; provided, however, that if rent was waived or abated in the preceding month or months as part of the original rental agreement, the rental amount during such 60-day period shall be at the rate established on the last date that a full rent payment was made.

(2) For any residential tenancy of six months to three years, the landlord shall notify the tenant in writing at least 60 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement or increase the rental rate. If the landlord provides insufficient or defective notice or otherwise fails to give the required written notice, the tenant may remain in the dwelling unit and may retain possession of the dwelling unit for up to 60 days after the date on which the insufficient or defective written notice is given to the tenant, or on which written notice would have been given to the tenant, regardless of the termination date specified in the notice or in an existing rental agreement. During such occupancy, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice; provided, however, that if rent was waived or abated in the preceding month or months as part of the original rental agreement, the rental amount during such 60-day period shall be at the rate established on the last date that a full rent payment was made.

(3) For any residential tenancy greater than three years, the landlord shall notify the tenant in writing at least 120 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement or increase the rental rate. If the landlord provides insufficient or defective notice or otherwise fails to give the required written notice, the tenant may remain in the dwelling unit and may retain possession of the dwelling unit for up to 120 days after the date on which the insufficient or defective written notice is given to the tenant, or on which written notice would

have been given to the tenant, regardless of the termination date specified in the notice or in an existing rental agreement. During such occupancy, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice; provided, however, that if rent was waived or abated in the preceding month or months as part of the original rental agreement, the rental amount during such 120-day period shall be at the rate established on the last date that a full rent payment was made.

(4) A landlord that seeks to recover possession of a dwelling unit shall wait the specified period a tenant is allowed to remain in the dwelling unit provided in this Section 5-12-130 before filing any eviction action. If the landlord files an eviction action before the specified period provided in this Section 5-12-130 has elapsed, then the tenant may raise the insufficient or defective notice, or the failure to give notice, as a defense to the action, which prohibits the landlord from recovering possession of the dwelling unit until the specified period has elapsed.

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.