



**Lawyers' Committee  
for Better Housing**

**STATEMENT IN SUPPORT**

Proposed Enactment of Chapter 42-Human Relations, Article IV,  
Residential Tenant and Landlord Ordinance, §§ 42-80 through 42-89 of the Cook County Code  
**(20-3562)**

Lawyers' Committee for Better Housing (LCBH) advises and represent working-class and low-income tenants in eviction court, in building court, and before fair housing agencies; administers emergency rental assistance programs; and advocates for eviction court reform and the expansion of housing rights throughout the state. Michelle Gilbert, Legal Director, has been a legal aid attorney for 30 years, focused exclusively on housing for the last decade, and has represented tenants in Chicago and every suburban courthouse. Based on my personal experience and our organizational experience, LCBH and I are all too aware of the widespread perils of eviction court and the scars that housing instability and forced displacement can leave on a family and a community. For this reason, we strongly urge passage of the pending Ordinance.

**I. Statement in support of passage**

For thirty years, Chicago, Evanston and Mount Prospect renters have benefited from municipal ordinances defining basic landlord-tenant rights and responsibilities. The rental markets in those communities thrive because of these protections, not despite them. This ordinance lays bare in black and white a set of fundamental rights broadly recognized in other parts of the county and in other states and address the historic imbalance of power between landlords and tenants. These protections include the right to termination notices and jury trials, a rule to determine reasonable late fees, and what constitutes retaliatory conduct against a tenant who is asserting their rights.

Many people have commented about the effect of the pandemic on the introduction of this Ordinance. Both property owners and renters are likely to experience the stresses attendant to a potentially unstable post-pandemic housing market. In fact, LCBH advocated for housing assistance for landlords who have not received rent and, through our social services department, will facilitate hundreds of thousands of dollars in housing assistance payments to landlords. The present uncertainty that renters and homeowners alike will face makes it even more important that equitable and humane housing policy be clearly spelled out.

When a comprehensive package of tenant protections is in place, landlords know well before they offer a lease what their obligations will be and how much time and money, they must set aside to make their property ownership successful. Because there are many similarities between the proposition before you and the City of Chicago, Evanston and Mt. Prospect ordinances, there already exists almost 30 years of guidance within the real estate industry to support landlords' compliance. Questions about the application of the law will have already been tested in the courts of these other jurisdictions.

Eviction filings and homelessness are likely to increase across the State. Around 57,000 eviction cases are normally filed in Illinois every year, with almost two-thirds of those cases arising



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outside of Chicago. Yet today, over 605,000 Illinois renters are expected to suffer from COVID-19-related income and job loss. While this creates new burdens for property owners, due to relative insecurity of tenants, establishing clear legal expectations for residential tenancies is more important than ever.

Unfortunately, despite their public promises to extend grace periods to tenants, landlords have continued to file illegal evictions seeking rent from newly unemployed tenants despite the Governor's moratorium, pressuring uninformed tenants to move out of their home. LCBH and local housing rights groups have also documented an increase in lockouts and retaliatory behavior in Cook County. While most landlords are law-abiding, this phenomenon demonstrates that many see themselves above the law. Renters trying to protect their families during this pandemic should not have to fear a landlord who believes he is entitled to take the law into his own hands in the absence of explicit prohibitions against this sort of conduct. As government resources strain under tighter budgets and greater need, the county might avoid policing individual landlord tenant disputes by acknowledging the rights of tenants.

### **The ordinance would standardize the following protections countywide:**

**-Prohibits** lease terms that waive notices, require renters to “confess judgment” without a trial, or allow landlords to charge exorbitant interest rates on late payment of rent

**-Sets forth** procedures to obtain necessary repairs. The ordinance outlines ways to notify landlords about poor conditions. The ordinance gives tenants the option and a procedure to withhold rent to get minor repairs on their own. The law acknowledges the landlord's lease obligation to maintain housing standards by creating rules for tenants to terminate leases when landlords fail to make repairs.

**-Establishes** a uniform standard of structural integrity for housing throughout the county

**-Creates** a cause of action to enforce renters' rights not to be locked out of their homes and provides guidance when entry is permitted

**-Requires** all landlords to maintain security deposits separately and return them; prohibits excessive security deposits; prevents renaming “security deposits” as “move in fees” so that landlords can keep them; and sets up penalties when security deposits are not returned

**-Restricts** retaliatory conduct

### **The proposed Cook County Ordinance also:**

**Describes** landlord rights and renter responsibilities, such as payment of rent and lease compliance

**Provides** guidance for landlords to adopt reasonable rules and regulations

**Exempts** owner-occupied buildings that have 6 or fewer units

The proposed ordinance brings owners and tenants within countywide uniform that set forth in black and white the backbone of rental agreements: notice periods for lease terminations, breaches of lease and cure periods for rent defaults. By defining reasonable and widely understood notice periods, both parties to a lease can prepare for these common features that end or modify a tenancy. Shoring up a body of countywide norms, a set of common landlord-tenant rules reduces the likelihood of unforeseen disputes, which in turn should put less burden on eviction judges to work out differences.



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LCBH would like to address two specific provisions: the right to file suit for relief from conditions problems and the right to file suit lockouts. Our client, Charlotte Starks, will also testify to the importance of protection against retaliation.

In September 2020, we litigated a case where the tenant's apartment was so infested with mice that she found mouse feces in her mailbox, her kitchen, and her children's bedrooms. I will never forget the picture of her 4-year-old daughter's pink princess bedspread covered with hundreds of mouse droppings. You wouldn't want this for your daughter, granddaughter, or niece. The City of Chicago inspected the premises and found a rodent infestation but could not act quickly to obtain relief for this tenant. We filed a case on her behalf and obtained a new, suitable apartment for her family. For the record, we settled that case with no attorneys' fees.

Similarly, I have been on the phone with numerous tenants who have been locked out – unable to get home to their food, medicine, and other possessions. I address you as a mother who has kept too much from my growing son. Its these possessions that hurt the most when landlords change the locks and throw away all a tenant's possessions – their children's school papers, their photos, their toys. You do not forget phone calls where a tenant has lost all her children's toys and clothes.

### **II. Statement regarding criticisms made against passage.**

1. The proposed ordinance will reduce eviction filings.

Opponents state that the CCRTLO will not curb Covid eviction filings. In reality, a county ordinance has been a policy priority well before the pandemic even arose. When we began working with the sponsors, we never thought we would still be in our dining rooms in November. We appreciate that the County Board has worked with Chief Judge Evans and others, including our office, to undertake a project to encourage mediation. This Ordinance is not about Covid. But in recognition of the pandemic, the sponsors have amended the Ordinance to have a delayed effective date.

Though, the Ordinance contains several provisions that will reduce eviction filings and encourage earlier resolution of disputes. First, by limiting excessive fees that landlords charge, tenants are more likely to stay caught up with rent; by giving tenants a longer cure period in non-payment cases and providing the right to cure in “for-cause” cases, tenants are more likely to cure default than allow an eviction to be filed. Second, for some tenants, having a procedure to withhold rent (rather than, in frustration, withholding all of it with no notices) may prevent some evictions

Removal of attorney fees also makes settlement more likely as to reduces the amount needed to resolve the case. Also, in my experience, emergency rental assistance programs are not allowed to pay late fees or attorneys' fees, so even, if the tenant could become current on the rent with assistance, they can't pay to stay. Settlements are good for landlords and tenants as it reduces



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turn-over of tenants in a building and are more likely to result in payment to the landlord and tenant. Emergency housing assistance and keeping people housed are better than displacement and empty apartments; just like emergency housing assistance to pay past due rent is better than a larger, but unpaid, judgment for late fees.

2. The proposed Ordinance is broader than local ordinances on the books in Evanston and Chicago.

There are ways that this Ordinance is broader than the Chicago RLTO and ways that it is narrower. Note that some of provision they may seem “broader” are found in other Chicago Ordinances (like the utility disclosures). Finally, the provision on amount of late fees recognizes that rent has substantially increased since the Chicago Ordinance passed, but the formula for calculating late fees has not.

3. The proposed Ordinance addresses a major source of court fees and lawsuits.

I want to make very clear the way that the County draft is less tenant oriented than the Chicago Ordinance in a significant way. The draft County Ordinance eliminates the requirement that landlords pay interest on security deposits. This one of the most confusing part of the Chicago Ordinance and is the provision that has resulted in the most litigation. In anticipation of this criticism, the sponsors removed this provision in favor of simpler provisions that address security deposits in different ways.

### **III. Concerns about proposed alternatives.**

1. Tenant “right to cure.”

The opponents propose a much more limited version than the Chicago right to cure. First, although they suggest this language would benefit people at risk of displacement due to Covid-19, their language specifically excludes any leases entered into prior to the effective date of the Ordinance (so it wouldn't even go into effect until a default in payment in a lease signed after July 2021). Second, it includes the limitation “solely due to the tenant's failure to pay rent.” The word “solely” is an exception that could eviscerate any protection that could be achieved.

2. Avoiding being “locked out.”

While the industry proposes an anti-lock-out provision, it include no penalties or right to enforce the provision. This would be a meaningless provision.

3. Having third-party intervention and mediation.

We appreciate that the County Board is already working on a mediation proposal. This provision, however, would not address the fundamental lack of tenant bargaining power and the onerous



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provisions that tenants are forced to agree to. The mediation proposal only comes into effect when landlords seek to evict tenants – it provides no assistance to tenants who are trying to address desperate conditions problems, who are being retaliated against, or who oppose their landlord entering their home at any time, with no notice, or for no reason.

We appreciate the opportunity to present these comments and look forward to working with the Board to enact meaningful tenant protections.

Respectfully submitted,

Michelle Gilbert, Legal Director  
Sally Robinson, Staff Attorney  
Lawyers' Committee for Better Housing  
[mgilbert@lcbh.org](mailto:mgilbert@lcbh.org)  
[srobinson@lcbh.org](mailto:srobinson@lcbh.org)

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