

HOUSING RIGHTS

22-4-1: POLICY ON HOUSING RIGHTS:

It is hereby declared to be the policy of the City and the purpose of this Chapter, in the exercise of its police and regulatory powers for the protection of the public safety for the health, morals, safety and welfare of the persons in and residing in the City, and for the maintenance and promotion of commerce, industry, and good government in the City, and to promote and protect fair housing opportunities throughout the City and to acknowledge the value of diversity within our community, to secure to all persons living and/or working, or desiring to live and/or work in the City of Carbondale, an equal opportunity to view, purchase, lease, rent, or occupy real estate without discrimination based on race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status, national origin of any individual, actual or perceived migrant status, criminal history, or actual or perceived status as a victim of domestic violence.

22-4-2: FAIR HOUSING:

A. DECLARATION OF POLICY:

1. Equal Opportunity Housing: In furthering the policy of the state as expressed in its constitution and other laws; in order that the safety and general welfare, peace and health of all the inhabitants of the city may be ensured, it is hereby declared the policy of the city, to assure equal opportunity to all residents, regardless of race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry, to live in decent, sanitary, healthful, standard living quarters.
2. Discrimination: It is the policy of the city that no owner, lessee, sub lessee, assignee, managing agent, or other person, having the right to sell, rent, lease (or otherwise control) any housing accommodation and/or real property within the city, or any agent of these, shall refuse to sell, rent, lease, or otherwise deny to or withhold from any person or group of persons such housing accommodations and/or real property because of race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry of such person or persons or discriminate against any person or persons because of race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry in the conditions, terms, privileges of the sale, rental or lease of any housing accommodation and/or real property or in the furnishing of facilities and/or services in connection therewith.
3. Grievances: It is the policy of the city that grievances arising from relocation due to the acquisition of property by the city are to be resolved in a fair, responsible manner.

4. Desegregation: Relocation shall be carried out in a manner that will promote maximum choice within the community's total housing supply; lessen racial, ethnic, and economic concentrations; and facilitate desegregation and racially inclusive patterns of occupancy and use of public and private facilities.

B. DEFINITIONS:

Unless a different meaning clearly appears from the context, the following terms shall have the meanings ascribed in this section and as used in this chapter:

DECENT, SANITARY, HEALTHFUL STANDARD LIVING: Housing which is in sound, clean, and weather tight condition in conformance with applicable local, state, and national codes.

DISCRIMINATE OR DISCRIMINATION: Any difference expressed in any way toward a person or persons in the terms of the sale, exchange, lease, rental or financing for housing accommodation and/or real property in regard to such sale, exchange, rental, lease or finance because of race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry of such person.

FINANCIAL INSTITUTION: Any person, institution or business entity of any kind which loans money to persons and receives as security for said loans a secured interest of any kind in the real property of the borrower.

HOUSING ACCOMMODATION: Includes any building, structure, or portion thereof which is used or occupied, maintained, arranged or designed to be used or occupied as a home, residence or sleeping place of one or more human beings, or any real estate so used, designed or intended for such use.

OWNER: Any person/persons who hold legal or equitable title to, or owns any beneficial interest in any real property or who hold legal or equitable title to shares of, or hold any beneficial interest in any real estate cooperative which owns any real property and/or housing accommodation(s).

REAL ESTATE BROKER: Any person, partnership, association, corporation and/or agent thereof, who for a fee or other valuable consideration offers, sells, purchases, exchanges or rents, or negotiates, for the sale, purchase, exchange or rental of a housing accommodation and/or real property of another, or collects rental for the use of a housing accommodation and/or real property of another.

REAL PROPERTY: Any real estate, vacant land, building, structure or housing accommodations within the city limits of the city of Carbondale, Illinois.

C. PROHIBITED ACTS:

1. Discrimination Unlawful: It shall be unlawful for any owner of real estate, lessee, sublessee, real estate broker or salesman, financial institution or employee of the financial institution, advertiser, or agent of any or all of the foregoing, to discriminate against any person or persons because of their race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry with regard to the sale, exchange or rental, or any dealing concerning any housing accommodation and/or real property.
2. Licensed Real Estate Professionals, Lending Institutions, Hold To Standards: In addition to the foregoing, it shall also be unlawful for any real estate broker or employee thereof, owner or other person, or financial institution dealing with housing or real property in the city:
 - (a) To discriminate against any person in the availability of or the price, terms, conditions, or privileges of any kind relating to the sale, rental, lease, or occupancy of any housing accommodation or real property in the city or in furnishing of any facilities or services in connection therewith.
 - (b) To publish or circulate, or cause to be published or circulated, any notice, statement or advertisement, or to announce a policy, or to use any form of application, for the purchase, lease, rental or financing of real property, or to make any record of inquiry in connection with the prospective purchase, rental or lease of such real estate, which expresses directly or indirectly any discrimination as to race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry.
 - (c) To discriminate in connection with lending money, guaranteeing loans, accepting mortgages or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation and/or real property.
 - (d) To solicit for sale, lease, or listing for the sale or lease, of any housing accommodation and/or real property on the ground of loss of value because of the present or prospective entry into any neighborhood of any person or persons of any particular race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry.
 - (e) To distribute or cause to be distributed, written material or statements designed to induce any owner of any housing accommodation and/or real property to sell or lease his property because of any present or prospective change in the race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry.
 - (f) To make any misrepresentations concerning the listing for sale or the anticipated listing for sale of any housing accommodation and/or real property for the purpose of

inducing or attempting to induce the sale or listing for sale of any housing accommodation and/or real property by representing that the presence or anticipated presence of persons of any particular race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry in the area will or may result in the lowering of property values in the block, neighborhood, or area in which the property is located.

(g) For an owner to solicit any real estate broker to sell, rent or otherwise deal with such owner's housing accommodations and/or real property with any limitation on its sale based on race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry.

(h) For an owner to refuse to sell, rent, or otherwise deal with any housing accommodation and/or real property because of race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry of the proposed buyer or tenant.

(i) Exceptions: No provision of this chapter shall be construed to prohibit any of the following:

(i) Restricting rental or sale of a housing accommodation to a person of a certain age group (1) when such housing accommodation is authorized, approved, financed or subsidized in whole or in part for the benefit of that age group by a unit of state, local or federal government; or (2) when the duly recorded initial declaration of a condominium of community association limits such housing accommodations to persons above the age of 50; provided, that a person or the immediate family of a person owning or renting a unit in such housing accommodation prior to the recording of the initial declaration shall not be deemed to be in violation of the age restriction as long as the person or the person's immediate family continue to own or reside in the housing accommodation.

(ii) A religious organization, association or society, or any not-for-profit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of a dwelling which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color or national origin.

(iii) Restricting the rental of rooms in a housing accommodation to persons based upon gender such as, in dormitory living.

D. RELOCATION PURSUANT TO FEDERALLY ASSISTED PROGRAMS:

Where required by federal law or regulation, relocation caused by the city in carrying out federally assisted programs shall be consistent with policies and requirements under the uniform relocation assistance and real property acquisition act of 1970 (PL 91-646, 1371.1) or current additions or revisions and applicable federal regulations.

E. ADMINISTRATIVE REVIEW OF ALLEGED VIOLATIONS:

1. City Manager Act As Hearing Officer: The city manager or his designee is hereby appointed as the administrative hearing officer for alleged violations of paragraphs A through C of this section.
2. Third Party Hearing Officer: The city manager shall appoint an independent third party as the hearing officer for alleged violations of paragraph D of this section.

F. DUTIES OF ADMINISTRATIVE HEARING OFFICER:

1. Duties Enumerated: It shall be the duty of the administrative hearing officer to:
 - (a) Receive or initiate, record, and investigate complaints charging violations of this chapter.
 - (b) Seek conciliation of parties involved in such complaints and grievances by conciliation, conference, formal and informal hearings where necessary, making findings of fact, issuing recommendations to the city manager and city council, and publishing its findings of fact and recommendations in accordance with the provisions of paragraph G of this section.
 - (c) Adopt such rules and regulations as may be necessary to carry out its purposes and provisions of this section of this chapter subject to the concurrence of the city council.
 - (d) Report annually to the Carbondale city council concerning the implementation of sections of this section including recommendations relating thereto.
2. Third Party Hearing Officer: It shall be the duty of the independent third party hearing officer to:
 - (a) Receive, record, and investigate relocation grievances charging violation of paragraph D, (as they pertain to relocation grievances) of this section. Among the items which the administrative hearing officer may consider as a grievance are displacement timing, amount of remuneration, availability and suitability of relocation housing, and conditions of housing being temporarily occupied while persons are awaiting permanent relocation. The independent third party hearing officer shall not be concerned with general relocation planning or general relocation grievance to be within his jurisdiction if

the aggrieved party has not first attempted in good faith to resolve the grievance through normal city administrative procedures.

(b) Seek conciliation of parties involved in such complaints and grievances by conciliation, conference, formal and informal hearings where necessary, making findings of fact, issuing recommendations to the city manager and city council, and publishing its findings of fact and recommendations in accordance with the provisions of paragraph G of this section.

(c) Adopt such rules and regulations as may be necessary to carry out his purposes and the provisions of paragraph D of this section subject to the concurrence of the city council.

G. PROCEDURE FOR FILING AND HANDLING COMPLAINTS:

1. Complaint; Form and Procedure: Any person aggrieved in any manner by any violation of any provisions of this chapter may file a written signed complaint setting forth his grievance on a form obtainable in the city clerk's office, city hall.

(a) Such complaint must be filed with the clerk of the city within thirty (30) days from the date of commission of the alleged violation (or within 180 days in the case of a relocation grievance) and shall include the name and address of the complainant or aggrieved party and the name and address of the person and/or agency against whom the complaint is filed and a brief statement of the facts surrounding the alleged violation.

(b) Upon receipt of a written signed complaint, the city clerk shall notify the city manager of receipt of the complaint and provide the city manager with a copy of the complaint. The city manager shall, within three (3) business days of receipt of the complaint from the city clerk, appoint an appropriate hearing officer, depending on the nature of the complaint, and provide the hearing officer with a copy of the complaint.

2. Decision Of Hearing Officer; Conciliation Hearing: Upon appointment by the city manager, the hearing officer will decide if the complaint is within his jurisdiction and give written notice of his decision to all affected parties within five (5) days of receipt of the complaint from the city manager. For those cases which the hearing officer finds to be within his jurisdiction, the hearing officer will call for a conciliation hearing (after conducting whatever investigation it deems necessary) within no more than fourteen (14) business days from its initial receipt of the complaint.

3. Conduct Informal Interviews: At the conciliation hearing, the hearing officer shall informally interview the complainant and person, persons, or agency against whom the complaint has been directed and shall attempt to resolve the complaint by all proper methods of conciliation and persuasion.

4. Formal Hearing: If such attempts at conciliation are not successful, the hearing officer shall, within twenty one (21) days of its receipt of a written complaint, proceed promptly to set a date for a formal hearing to be held within thirty (30) days of its receipt of the written complaint.

5. Form And Content Of Hearing: Such formal hearing shall be conducted by the hearing officer upon due and reasonable notice of all parties concerned. The hearing officer shall have full power to subpoena witnesses and pertinent documents which powers may be enforced by the hearing officer by proper petition to any court of competent jurisdiction. The hearing officer shall have the power to request and receive relevant records of the city relative to specific complaints. The hearing officer shall have power to administer oaths and to take sworn testimony. At the conclusion of the hearing, the hearing officer shall render a written report and recommendations which shall be served in person or by mail upon the complainant, the party complained against, the city manager, and the city council, together with his recommendation, if any, that the city attorney be instructed to seek injunctive relief in any court of competent jurisdiction to prohibit such violation and/or to prosecute any person or persons who may be in violation of any provisions of this chapter. If the purpose of the hearing was to consider a relocation grievance, the independent third party hearing officer shall recommend to the city manager and city council resolution, if possible, of the grievance within the confines of the relocation policy.

6. File Complaint: The hearing officer shall at the conclusion of such proceedings as a part of its report, to file with the city council, shall file a complaint with the Illinois Department of Professional Regulations of the State of Illinois a notice of the conviction of any licensed real estate broker or salesperson found guilty of violating this Section, in the event that the person or entity is not licensed by the IDPFR, then the complaint shall be filed with the Illinois Human Rights Commission.

7. Record Of Proceedings: The hearing officer shall keep records of his proceedings, especially of his decisions and the reasons for making them. A copy of the proceedings shall be transmitted to the city clerk, city manager, and the city council.

22-4-3: RIGHT TO PRE-LEASE AND END OF LEASE INSPECTION:

Tenant shall have the right to have a walk-through of the dwelling unit they are renting with a representative of Residential Rental Agent at the beginning of the lease agreement and within the final two weeks of their lease agreement upon request. Any documentation of an inspection conducted pursuant to the section shall be admissible in a court of law as evidence of the condition of the property at the time of the inspection.

22-4-4: RENTAL AGREEMENTS:

A. Prohibited Provisions.

1. Except as otherwise provided by this article, no rental agreement between the landlord and the tenant shall contain any provision:

- (a) Waiving the rights or remedies provided under this article;
- (b) Waiving any statutory rights or remedies provided under state or federal law;
- (c) Providing that either the landlord or the tenant confess judgment on a claim arising out of the rental agreement;
- (d) Providing that either the landlord or the tenant may recover attorney's fees incurred to enforce the rental agreement unless the rental agreement stipulates that both the landlord and the tenant be entitled to recovery of attorney's fees under identical terms and conditions;
- (e) Limiting the liability of the landlord or the tenant arising under law;
- (f) Requiring a monthly late fee in excess of five (5) percent of the monthly rental payment per month; fees in excess of this amount may be charged if the landlord demonstrates actual costs which are greater;
- (g) Requiring the tenant to pre-pay monthly rent payments either by post-dating bank checks, enrolling in automated clearing house (ACH) payments, or any other means that financially obligate the tenant to the cost of the entire lease term.
- (h) Providing for tenant's payment of lock-out charges, sublet fees, late checkout charges or any other fees or penalties that exceed the landlord's actual costs for services; or
- (i) Automatically renewing the rental agreement by reason of the tenant's failure to provide notice of intent not to renew.

2. A provision prohibited by subsection (a) included in a rental agreement is unenforceable. If the landlord deliberately attempts to enforce any provision in a rental agreement which is prohibited, the tenant may recover an amount totaling not more than two (2) months' rent and such damages, costs and reasonable attorney's fees as a court shall determine and award. The landlord shall be considered to have deliberately attempted to enforce a prohibited lease provision if the landlord knew or reasonably should have known that the provision was prohibited and the landlord:

- (a) Refuses to approve a sublease as required by law or requires, as a condition of granting approval of a sublease, payment of a prohibited sublease charge, acceleration of rent or payment of a higher rental rate than stipulated in the lease agreement;
- (b) Refuses to provide a service because of the tenant's nonpayment of a prohibited fee or charge;

- (c) Serves the tenant with written demand stating the intention to terminate the rental agreement for nonpayment of prohibited fees or charges;
- (d) Files suit against the tenant to enforce the prohibited provision.

B. Required Provisions To Residential Lease Agreement:

- 1. Charges: All lease agreements for residential property within the city of Carbondale shall include an addendum, incorporated by reference in the lease agreement and signed by both the tenant and lessor, that clearly states:
 - (a) Any and all fees and/or charges;
 - (b) Cleaning charges that may be assessed to the tenant, either during the rental period, or upon termination of the lease agreement;
 - (c) excluding normal monthly rent and actual damages.
- 2. If lessor, or its agent, fails to provide a copy of the executed lease agreement, with the required addendum to a tenant, by the date the lease agreement was signed by the tenant and deposit made, that tenant shall not be responsible for any charges or fees associated with the provision.
- 3. Relevant Zoning Restrictions: All lease agreements for residential property within the city of Carbondale with an effective date of May 1, 2006, or later, for residences zoned R-1 by the city of Carbondale, shall include an addendum, incorporated by reference in the lease agreement and signed by both the tenant and lessor, that clearly states the maximum occupancy restrictions on the property being leased, pursuant to the city of Carbondale's zoning code.
- 4. Safe Housing: All lease agreements signed or extended for residential property within the city of Carbondale with an effective date of June 1, 2022, or later, shall include an addendum, incorporated by reference in the lease agreement and signed by both the tenant and lessor, that clearly states as follows:

In accordance with section 22-4-4 (B) 4 of the Carbondale Revised Code

SAFE HOUSING ADDENDUM

ADDRESS: _____

This Addendum is incorporated into and shall become a part of the Rental/ Lease Agreement dated _____ between _____ ("LANDLORD") and _____ ("TENANT").

As part of the consideration for lease of the dwelling unit, also identified in the lease, Landlord and Tenant agrees as follows:

1. Resident and Resident's Occupants whether on or off of the property; and Resident's or Occupant's guests and invitees, are prohibited from:

- a. Engaging in any unsafe or illegal activity on or off the said premises.
- b. Engaging in any act intended to facilitate unsafe or illegal activity, or permitting the dwelling unit to be used for said activity.
- c. Engaging in unlawful or illegal drug activity including manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in Illinois Compiled statutes, at any locations, whether on or near the dwelling unit premises. Drug related activity shall mean illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (also as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
- d. Engaging in any "nuisance" on the premises as defined in Title 13 of the Carbondale Revised Code.

2. ENGAGING IN ANY ACTIVITY PROHIBITED BY THIS AGREEMENT SHALL CONSTITUTE A SUBSTANTIAL VIOLATION OF THE LEASE, MATERIAL NONCOMPLIANCE WITH THE LEASE, AND GROUNDS FOR TERMINATION OF TENANCY AND EVICTION. Proof of such a violation shall not require a criminal conviction, but shall only require proof to the level of a preponderance of the evidence.

3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violations as reliable direct evidence, and/or as business records as a hearsay exemption, in all eviction hearings.

4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.

5. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupant's guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant(s) give access to or allow on the premises or in the rental unit.

6. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

Landlord Signature: _____ Date: _____

Print Name: _____

Tenant Signature: _____ Date: _____

Print Name: _____

Tenant Signature: _____ Date: _____

Print Name: _____

This addendum is not intended to offend or imply involvement in illegal activity and shall apply to all Tenants of the property.

END OF ADDENDUM

- (a) It is unlawful for any landlord, property owner, property manager, entity, or person, who has been notified of a breach of the above listed Safe Housing Addendum to not take action, as if a breach of the lease has taken place, within 3 months of being notified of said breach.
- (b) All addenda shall be printed in 14-point bold type font, and all tenants shall receive a copy of the lease agreement, and copies of all addenda, by the date the lease agreement was signed by the tenant and deposit made.

22-4-5: LATE CHARGES: A landlord may not impose a late charge unless the amount of the late charge is specified in the lease. A tenant shall not be subject to a late charge if the envelope containing the payment is postmarked on or prior to the date payment is due.

22-4-6: UNLAWFUL EVICTION:

- A. Prohibited: It is unlawful for any landlord or any person acting at their direction to knowingly oust or dispossess or attempt to oust or dispossess any tenant from a dwelling unit without authority of law:
 - 1. by plugging, changing, adding or removing any lock or latching device;
 - 2. by blocking any entrance into said unit;
 - 3. by removing any door or window from said unit;
 - 4. by interfering with the service to said unit including, but not limited to:
 - (a) electricity,
 - (b) gas,
 - (c) hot or cold water,
 - (d) plumbing, or
 - (e) telephone services.
 - 5. by removing a tenant's personal property from said unit;

6. by the use of force or threat of violence, injury or force to a tenant's person or property; or
7. by any other act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable.

B. Exclusion: The provisions of this section shall not apply where:

1. A landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the sheriff of Jackson County to forcibly evict a tenant or his personal property; or
2. A landlord acts in compliance with the laws of Illinois pertaining to distress for rent; or
3. A landlord acts pursuant to court order; or
4. A landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or
5. The tenants with a right to possession of the dwelling unit have been absent therefrom for thirty (30) consecutive days without advising the landlord of such absence or their intent to return, current rent is thirty (30) or more days overdue, and after diligent inquiry the landlord has reason to believe that tenants have abandoned the premises and do not intend to return.
6. In the event that a tenant has been absent from the property for a period of more than thirty (30) day and it appears on the face of the lease document that the lease term has expired, a rebuttable presumption will be created excluding the landlord from the provisions of this section.

C. If the tenant, in a civil legal proceeding against the landlord, establishes that a violation of this section has occurred, the tenant shall be entitled to recover possession of the rental unit or personal property and shall recover an amount equal to not more than two (2) months' rent or the actual damages sustained, whichever is greater, and reasonable attorney's fees.

22-4-7: Landlord's Right to Access.

A. The tenant shall not unreasonably withhold consent to the landlord to enter the rental unit in order to inspect the premises, make necessary or agreed repairs, supply necessary or agreed services, make alterations or improvements if such alterations or improvements do not interfere with the tenant's use of the premises, or to show the rental unit to prospective or actual purchasers, mortgagees or tenants.

B. The landlord shall not abuse the right of access to the rental unit or use it to harass the tenant. Except in cases of emergency or by mutual consent, the landlord or landlord's agents shall not enter the rental unit without first providing the tenant with at least twenty-four (48) hours advance notice of the entry and may enter only at reasonable times. Reasonable times shall be

considered 10:00 a.m. to 8:00 p.m. on weekdays and 11:00 a.m. to 8:00 p.m. on weekends, or such other times agreed upon by the tenant and the landlord.

C. From the time that either the landlord or the tenant notifies the other party that the rental agreement will not be renewed, the landlord shall have the right to access, with twenty-four (24) hours advance notice, for the purpose of showing the rental unit to prospective tenants, provided that:

1. The rental unit has not already been leased for the twelve-month period subsequent to the expiration of the rental agreement;
2. The landlord enters only during reasonable times as defined in paragraph B; and
3. The landlord shall notify the tenant when the rental unit has been leased for the twelve-month period subsequent to the expiration of the rental agreement.

D. The landlord may enter the rental unit at any time, without advance notice, in case of emergency. For purposes of this provision, the term "emergency" shall refer to a situation wherein access to the rental unit is necessary in order to prevent damage or destruction to the rental unit, other rental units, or the building, or to the fixtures, equipment, appliances, furniture or other personal property contained therein, or in order to protect any person from injury. Nonpayment or delinquent payment of rent shall not constitute an emergency.

E. The landlord or landlord's agents shall enter the rental unit only after knocking on the door and providing the tenant a reasonable opportunity to answer, shall leave the premises in as good condition as when entered, shall clean and remove dirt and debris that result from the performance of maintenance and repairs, shall leave a note indicating the names of the persons who entered the rental unit and shall lock the rental unit when leaving.

F. Remedies for abuse of access rights.

1. If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover damages and reasonable attorney's fees.
2. If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner the tenant may obtain injunctive relief to prevent the recurrence of the conduct and recover an amount equal to not more than two (2) months' rent or the damages sustained, whichever is greater, and reasonable attorney's fees.
3. If the landlord makes a lawful entry to make alterations or improvements that materially interfere with the tenant's use of the premises or if the landlord makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant after being notified in writing by the tenant that tenant feels harassed by such repeated

demands, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In each case, the tenant may recover an amount equal to not more than two (2) months' rent or the damages sustained, whichever is greater, and reasonable attorney's fees. The provisions of this section shall not apply to alterations or improvements done by the landlord to correct cited housing code violations, except in the cases of the landlord's unreasonableness, neglect, or negligence in correcting the violations.

22-4-8: PRIMARY RESPONSIBILITIES:

A. Intent: It is the intent of this section to establish primary responsibilities in certain areas of compliance with the provisions of this chapter.

B. Primary Responsibilities of Occupants: In the absence of a binding agreement to the contrary between an occupant and an owner, every occupant above the age of eighteen (18) years shall be primarily responsible as to that part of any building, structure or premises over which such occupant shall have a right to possession or control, for the following:

1. Comply with all obligations imposed upon tenants by provisions of city code applicable to occupants of a rental unit;
2. To keep the same in a clean and sanitary condition. As part of such cleaning, the tenant will broom sweep and mop the floors, vacuum all rugs and carpeting, and clean all appliances and plumbing fixtures.
3. To not permit rubbish, garbage or other materials to accumulate so as to create a rat harborage.
4. To dispose of rubbish, garbage and other material in the manner provided by City ordinances.
5. The extermination of insects and rats, after twenty-one (21) continuous days of occupancy where:
 - (a) the dwelling contains only one dwelling unit, and
 - (b) the infestation has resulted from some cause other than the failure of an owner to maintain the dwelling in a rat proof or reasonably insect proof condition prior to the commencement of the occupancy, and the owner is in compliance with 4-4-8(H).
6. To maintain connection and service to any utility for which the occupant is liable.
7. To maintain and replace required screens after the owner has fulfilled all his primary responsibilities regarding the same as hereinafter set forth in paragraph C of this section.

8. To remove any abandoned or inoperative vehicle or machinery owned by the occupant as provided by City ordinance.
9. Not deliberately nor negligently destroy, deface, litter, damage, impair or remove any part of the premises or knowingly permit any person to do so.
10. Conduct himself or herself and require other persons on the premises and within the rental unit with his or her consent to conduct themselves in a manner that will not disturb the neighbors.
11. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, all common areas including elevators, in the premises.
12. Maintain smoke and co2 detectors in an operable condition during the term of the lease, if the smoke and co2 detectors are part of building wide pre-wired or wireless interconnect system, then it shall be the landlords duty to maintain.

C. Primary Responsibilities Of Owners: In the absence of a binding agreement to the contrary between the owner and an occupant, every owner shall be responsible as to that part of any building, structure or premises over which such owner has the right to possession or control, including but not limited to the dwelling unit, areas used by the public or used in common by occupants of two (2) or more dwelling units, as hereinafter set forth (such responsibilities shall likewise apply to any other part of a building, structure or premises where the content of any such responsibility so implies) as follows:

1. To provide and install all required screens once each calendar year.
2. To keep the same in a clean and sanitary condition.
3. To not permit rubbish, garbage or other materials to accumulate so as to create a rat harborage.
4. To provide adequate and suitable containers for rubbish, garbage or other waste materials where the premises in question contain three (3) or more dwelling units.
5. "Rat proofing" as defined in section [4-4-6](#) of this Code.
6. The extermination of insects and rats in all instances excepting those instances where the occupant is primarily responsible therefor as hereinabove provided in paragraph B of this section.
7. To keep and maintain all supplied facilities in good and proper condition and operation.
8. To provide and maintain in working order a permanent heating system as specified in subsection [4-4-10](#) E of this Code. In structures in which the

permanent heating system supplies heat to two (2) or more dwelling units, or rooming units, the owner shall be responsible for supplying heat in accordance with the standard in subsection 4-4-10 E of this Code. Where compliance is not reasonably possible because of general shortage of fuel or because of some act of an occupant, the provisions of this subsection shall not apply until such causes have been corrected.

9. To maintain connection and service to any utility for which an owner is liable.
10. To remove any abandoned or inoperative vehicle or machinery not owned by the current occupants from the premises as provided by City ordinance.
11. The landlord shall maintain the premises in compliance with all applicable housing codes of the city and shall promptly make any and all necessary repairs to fulfill that obligation, provided, however, that the tenant may knowingly and intentionally elect and agree to repair the premises to bring them into conformity with the applicable housing codes of the city. The burden shall be on the landlord to establish a knowing and intentional election on the part of the tenant to repair the premises in compliance with the applicable housing code. A mere recital in a form lease that tenant has covenanted to repair will not be sufficient, it being the intention of this article that any agreement with the tenant to repair be bargained for in fact. A separate hand-written paragraph in the lease showing:
 - a) That the tenant has been informed of this article and the existing code violations; and
 - b) That he/she has affirmatively elected and bargained to repair the violations listed and other items listed; and
 - c) The inducement for such arrangements, will be *prima facie* evidence that such provision was entered into in good faith and was bargained for in fact.
 - d) Nothing in this article shall be interpreted so as to restrict the authority of city inspectors to cite a landlord for violation of building code provisions.
12. Before a tenant initially enters into or renews a rental agreement for a rental unit, the landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall disclose to the tenant in writing any housing code violations which have been cited by the building official and which remain uncorrected for that rental unit and the common area of the premises.
13. This article shall not be interpreted as decreasing or diminishing the implied warranty of habitability as adopted by the Illinois Supreme Court.

22-4-9: Security deposit return.

A. A lessor of residential real property who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the leased property may not withhold any part of that deposit as compensation for property damage unless he or she has, within thirty (30) days of the date that the lease is terminated and the premises vacated, furnished to the lessee, delivered in person or by mail directed to his or her last known address, an itemized statement of the damage allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If the lessor utilizes his or her own labor to repair any damage caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair such damage. If estimated cost is given, the lessor shall furnish the lessee with paid receipts, or copies thereof, within thirty (30) days from the date the statement showing estimated cost was furnished to the lessee, as required by this section. If no such statement and receipts, or copies thereof, are furnished to the lessee as required by this section, the lessor shall return the security deposit in full within forty-five (45) days of the date that the lessee vacated the premises. Nothing in this section should be construed to limit the parties from agreeing to the surrender of the security deposit in the event that the tenant has vacated and terminated the lease early.

B. Upon a finding by a circuit court that the landlord has refused to supply the itemized statement required herein, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits provided, the landlord shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees.

C. The decorating of the rental unit after the tenant vacates, including painting and carpet cleaning, unless walls or carpets are damaged beyond normal wear, shall not be considered as damage and the costs thereof shall not be charged to the security deposit.

22-4-10: Abandonment.

A. The tenants with a right to possession of the dwelling unit have been absent therefrom for thirty (30) consecutive days without advising the landlord of such absence or their intent to return, current rent is thirty (30) or more days overdue, and after diligent inquiry the landlord has reason to believe that tenants have abandoned the premises and do not intend to return.

B. If the tenant abandons the rental unit, the landlord may take possession of the rental unit.

C. If the tenant abandons the rental unit or fails to remove his or her personal property from the premises after termination of a rental agreement, the landlord shall leave the abandoned property in the rental unit or remove and store all abandoned property from the rental unit. The landlord may charge the tenant for the actual costs of storage. The landlord may dispose of the property thirty (30) days after mailing written notice to tenant's last known address, if the tenant does not claim the property within that time. Notwithstanding the foregoing, if the landlord reasonably

believes such abandoned property to be valueless or of such little value that the cost of storage would exceed the amount that would be realized from sale, or if such property is subject to spoilage, the landlord may immediately dispose of such property.

22-4-11: Subleases.

If the tenant terminates the rental agreement prior to its expiration date, except for cause authorized by this chapter, the landlord shall make a good faith effort to re-rent the tenant's dwelling unit at a fair rental, which shall be the rent charged for comparable dwelling units in the premises or in the same neighborhood. The landlord shall accept a reasonable sublease proposed by the tenant without an assessment of additional fees or charges.

If the landlord succeeds in re-renting the dwelling unit at a fair rental, the tenant shall be liable for the amount by which the rent due from the date of premature termination to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of premature termination to the termination of the initial rental agreement.

If the landlord makes a good-faith effort to re-rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. The tenant shall also be liable for the reasonable advertising costs incurred by the landlord in seeking to re-rent the dwelling unit.

22-4-12: Tenant Relocations

A. If at any time during the lease period the tenant requires relocation due to non-compliance with any section of the Carbondale Revised Code, or if the landlord requires tenant relocation to perform work to the leased premises where it's unfeasible for the tenant to continue occupancy of the premises, the tenant shall be eligible to receive reasonable damages associated with the relocation to include:

1. Costs associated with moving supplies, packing and unpacking, temporary utility hookups, and transportation costs.
2. Reasonable costs for temporary housing.
3. Costs to return household items to the leased premises.
4. All eligible relocation costs shall be deducted from the remaining rent; failure to provide reimbursement to the tenant will be grounds to terminate the lease.
5. In the event that the City of Carbondale inspectors, or any government agency, prohibit occupancy to the premises due to the landlord's non-compliance with the Carbondale revised code, the tenant shall be permitted to immediately terminate the lease and shall be compensated the sum of two months rent to assist with tenant relocation; and the landlord shall return the entire security deposit to tenant. All

forfeited rents and deposits shall be returned to the tenant within thirty (30) days from the date the premises was determined to be uncopiable.

22-4-13: Tenant Remedies for Landlord's Failure to Maintain.

A. If the landlord fails to disclose to the tenant in writing any cited housing code violations as required in this article, or to correct any condition constituting a subsequently cited housing code violation within the time specified in a duly served notice to correct such cited housing code violation by the building official, the tenant affected by the condition may notify the landlord in writing of the tenant's intention to correct the condition at the landlord's expense. If the landlord, after receipt of such notice by the tenant, fails to correct the condition within the time specified for the performance of any act required by the notice of the building official or any duly granted extension thereof, the tenant, after first obtaining a contractor's firm certificate of insurance from the qualified appropriate tradesman who is to perform the work, and after furnishing such certificate to the landlord in the case of any work to be done on the premises, may have the work done in a competent manner and, after submitting to the landlord a paid itemized invoice and, where applicable, a properly completed waiver of lien, may deduct from his or her rent the amount thereof.

B. If the cited housing code violation is one involving essential services which a landlord fails to supply contrary to the rental agreement, or if such violation is one giving rise to a hazardous condition which materially and immediately affects health and safety, the tenant affected by the condition may, in the alternative to the remedy set forth above, after the city's deadline for compliance has passed, notify the landlord in writing of the tenant's intention to:

1. Procure reasonable amounts of heat, hot water, running water, electricity, gas or other essential service during the period of the landlord's noncompliance and deduct their cost from the rent; or
2. Procure substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant's actual cost of substitute housing may be deducted from the rent, as long as the costs for substitute housing are reasonable.
3. If the landlord fails to provide essential services or to correct the hazardous condition within the time specified in the notice to correct the cited housing code violation or any extension granted by the building official, or if any such similar uncorrected condition or uncorrected interruption of services for any significant period recurs and is cited by the city more than three (3) times in any twelve-month period, the tenant may vacate the premises and terminate the rental agreement, in which case the tenant may recover from the landlord all rent payments not applied to rent accrued prior to the termination of the

rental agreement and all damage or security deposits not rightfully applied to damages to the rental unit.

4. The provisions of this section may not be used by the tenant more than three (3) times during any twelve-month period nor may the combined total dollar amount so deducted or excused during any such period exceed two (2) months' rent. If the tenant proceeds under this section, the tenant may not proceed under any other sections for such breach.
5. The tenant may not exercise his or her rights under this section if the condition was caused by the inability or unwillingness of a utility supplier to provide service or by the deliberate or negligent act or omission of the tenant, a member of his or her family, or other person on the premises with the tenant's consent.

C. Landlord remedies for tenant's failure to maintain.

1. If a tenant, through the tenant's own actions or those of an invitee, causes a landlord to be cited for a housing code violation by the building official or fails to correct any condition constituting a cited housing code violation as set forth in Title 4 of this Code any within the time specified in a duly served notice to correct such housing code violation by the building official, the landlord affected by the condition may notify the tenant in writing of the landlord's intention to correct the condition at the tenant's expense. If the tenant, after receipt of such notice by the landlord, fails to correct the condition within the time specified for the performance of any act required by the notice of the building official or any duly granted extension thereof, the landlord may enter the rental unit, after providing twenty-four (24) hours advance notice, and have the work done in a competent manner and submit to the tenant an itemized invoice for the actual cost and for reasonable charges for the landlord's service, payable on the next date periodic rent is due, or if the rental agreement has terminated, payable immediately.
2. If a tenant, through the tenant's own actions or those of an invitee, causes a landlord to be cited for any housing code violation:
 - (a) More than three (3) times during any twelve-month period; or
 - (b) Involving essential services; or
 - (c) Giving rise to a condition which materially and immediately affects the health and safety of others residing in or having access to the premises; the landlord cited for the condition may, in the alternative to the remedies set forth herein, terminate the rental agreement and order the tenant to vacate the premises. When the tenant is ordered to vacate pursuant to this section, the landlord may recover all rent accrued prior to the termination of the rental agreement, and apply any damage or security deposit to damages to the premises.

22-4-14: Retaliatory conduct.

- A. Except as provided in this article, a landlord may not retaliate by decreasing services or by bringing or threatening to bring action for possession or by refusing to renew a rental agreement because the tenant has:
- B. Complained in good faith of a code violation to a government agency charged with the responsibility for the enforcement of such code;
- C. Complained to the landlord of a violation of any of the provisions of this article;
- D. Organized a tenant association or complained to the SIU Student Legal Service, or similar private or governmental organization about a violation of the provisions of this article or a violation of the rental agreement;
- E. Exercised or attempted to exercise any right or enforce any remedy granted to the tenant under this article.
- F. If the landlord acts in violation of subsection (a), the tenant has a defense in any retaliatory action against him or her for possession and shall be entitled to recover possession, an amount equal to two (2) months rent and reasonable attorney's fees.

22-4-15: Bed bugs – Education.

For any rental agreement for a dwelling unit entered into or renewed after the effective date of this ordinance, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the department of health.

22-4-16: Severability.

If any provision, clause, sentence, paragraph, section, or part of this chapter or application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person and circumstances affected thereby.