

ORDINANCE NO. 9394-58

AN ORDINANCE AMENDING CHAPTER 12.5 OF THE CODE OF ORDINANCES, CITY OF URBANA, ILLINOIS REGULATING LANDLORD-TENANT RELATIONSHIPS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That Chapter 12.5, entitled "Landlord-Tenant Relationships", of the Code of Ordinances, City of Urbana, Illinois, is hereby amended to read as follows:

ARTICLE I. IN GENERAL

Sec. 12.5-1. Purpose and declaration of policy.

It is the purpose of this Chapter and the policy of the city, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of the landlord and the tenant in the rental of rental units in the city and to encourage the landlord and the tenant to maintain and improve the quality of rental housing within the community.

Sec. 12.5-2. Scope.

This Chapter applies to, regulates and determines certain rights, obligations and remedies under a rental agreement for a rental unit located within the city. Unless created to avoid the application of this Chapter, however, the following arrangements are not governed by this Chapter:

(A) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, counseling, religious or similar service;

(B) Occupancy under a contract of sale of a rental unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to his/her interest;

(C) Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization;

(D) Transient occupancy in a hotel, motel tourist home or tourist court;

(E) Occupancy by an employee of a landlord whose right to occupancy is conditional upon employment in and about the premises.

Sec. 12.5-3. Application.

The landlord and tenant may include in a rental agreement any terms and conditions not in conflict with this Chapter or any other rule of law, including rent, term of the agreement, and other provisions governing the rights and obligations of

the parties, and nothing contained herein shall likewise be deemed to waive or to forgo the rights, obligations or remedies of any party as otherwise established by law or other applicable codes of the city.

Sec. 12.5-4. Definitions.

The following words and phrases, when used in this Chapter, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires.

(A) Actual costs: all costs incurred, which may include reasonable compensation for time spent by the landlord or the tenant.

(B) Essential services: water, heat, hot water, gas, electricity, and sanitation as required to be maintained by the minimum housing code of the city, and substantially functional cooking facilities and refrigerator, if supplied by the landlord.

(C) Firm certificate of insurance: a certificate issued by an insurance carrier which shall impose an unconditional duty upon the carrier to notify the landlord not less than ten (10) days prior to the cancellation or termination of the coverage specified therein.

(D) Good faith: honesty in fact in the conduct of the transaction concerned.

(E) Housing code: any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or rental unit.

(F) Landlord: the owner or lessor of the rental unit or the building of which it is a part, not including a sublessor.

(G) Owner: one or more persons, jointly, severally or in common, or any organization, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession. As used herein, an organization shall include a corporation, government, governmental subdivision or agency, trust, estate, partnership, association or any other legal or commercial entity.

(H) Rent: all payments to be made to the landlord under the rental agreement.

(I) Rental Agreement: all agreements, written or oral, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a rental unit and premises.

(J) Rental unit: one or more rooms in a structure or portion thereof arranged, designed and used as a residence or living quarters by one or more persons who maintain a household together.

(K) Tenant: a person or an organization entitled under a rental agreement to occupy a rental unit to the exclusion of others.

Sec. 12.5-5. Obligation of good faith.

Every duty under this Chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this article imposes an obligation of good faith in its performance or enforcement.

Sec. 12.5-6. Exclusivity of remedies.

The rights, obligations and remedies accorded to both landlords and tenants under this Chapter are exclusively civil in nature and in no event shall the violation of any provision of this Chapter be deemed to constitute a violation punishable by a fine or penalty under this Chapter or section 1-10.

Sec. 12.5-7. Effective date.

This Chapter shall take effect on April 1, 1994. It applies to rental agreements entered into or extended or renewed on and after that date.

Secs. 12.5-8 and 12.5-9. Reserved.

ARTICLE II. LANDLORD-TENANT RIGHTS, DUTIES, AND REMEDIES

Sec. 12.5-10. Rental agreements -- Prohibited provisions.

(A) Except as otherwise provided by this Article, no rental agreement between the landlord and the tenant shall contain any provision:

- (1) waiving the rights or remedies provided under this Article;
- (2) waiving any statutory rights or remedies provided under state or federal law;
- (3) providing that either the landlord or the tenant confess judgment on a claim arising out of the rental agreement;
- (4) 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;
- (5) limiting the liability of the landlord or the tenant arising under law;
- (6) prohibiting the tenant from subletting the rental unit;
- (7) requiring a monthly late fee in excess of 5% 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;
- (8) 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
- (9) automatically renewing the rental agreement by reason of the tenant's failure to provide notice of intent not to renew.

(B) 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:

(1) 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;

(2) refuses to provide a service because of the tenant's non-payment of a prohibited fee or charge;

(3) serves the tenant with written demand stating the intention to terminate the rental agreement for non-payment of prohibited fees or charges;

(4) files suit against the tenant to enforce the prohibited provision.

Sec. 12.5-11. Rental agreements -- Notice of nonrenewal.

(A) If the landlord elects to terminate a month to month tenancy, or the landlord elects to not renew the rental agreement, or to change the terms of the rental agreement upon renewal, the landlord shall notify the tenant, in writing, not less than thirty (30) days prior to the last day of the rental period.

(B) If the landlord fails to give the required written notice that the rental agreement will not be renewed, the tenant may remain in the rental unit on a month to month basis under the same other terms and conditions as the prior term, until such time as the required notice is given and becomes operative as set forth in subsection (A). The tenant shall be obligated to pay rent in a timely fashion.

(C) If the rental agreement is an oral agreement creating a month-to-month tenancy, the tenant shall notify the landlord, in writing, not less than thirty (30) days prior to the last day of the rental period, of the tenant's intention to vacate the premises by the last day of the rental period.

(D) If the tenant fails to give the required written notice to terminate the oral rental agreement, the tenant shall be liable to the landlord for lost rent during the time that the rental unit remains vacant, until the end of the next rental period, except that the tenant shall not be liable for payment of said lost rent if the landlord failed to provide the tenant with notice of the tenant's obligations as described in Section 12.5-12 of this Code. The landlord shall have a duty to mitigate damages.

(E) The written notice required by this section may be delivered by personal service, first class mail, or any other means reasonably intended to provide actual notice.

Sec. 12.5-12. Rental agreements -- Copy of this Chapter to be provided.

A copy of this Chapter, or a summary thereof in a form prepared by the city and available for public inspection and copying, shall be provided by the landlord to every tenant at the time of signing a written rental agreement or entering into an oral rental agreement, except a renewal thereof if a copy of the required material has already been provided.

Sec. 12.5-13. Rental agreements -- 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.

Sec. 12.5-14. Rental agreements -- Notice of charges.

A landlord may not impose any charge or fee, with the exception of rent, unless written notice of the charge or fee is provided to the tenant within thirty (30) days.

Sec. 12.5-15. 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 (24) hours advance notice of the entry and may enter only at reasonable times. Reasonable times shall be considered 10:00 am to 8:00 pm on weekdays and 11:00 am to 8:00 pm 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, without 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 (12) month period subsequent to the expiration of the rental agreement;

(2) The landlord enters only during two specific one-hour periods on weekdays and three specific one-hour periods on weekends, selected by the tenant from among choices offered by the landlord, during which the landlord will have daily access; and

(3) The landlord shall notify the tenant when the rental unit has been leased for the twelve (12) month period subsequent to the expiration of the rental agreement.

(D) If the tenant requests repairs and the landlord enters the rental unit to perform said repairs within fourteen (14) days of the tenant's initial request, the landlord shall not be obligated to provide the tenant with advance notice of entry. If the landlord fails to perform said repairs within fourteen (14) days of the tenant's initial request, the landlord shall be required to provide the tenant with at least twenty-four (24) hours advance notice of entry. The notice shall only be effective for a seven (7) day period.

(E) 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.

(F) 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.

Sec. 12.5-16. Remedies for abuse of access rights.

(A) 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.

(B) 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.

(C) 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.

Sec. 12.5-17. Tenant obligations.

The tenant shall:

(A) Comply with all obligations imposed upon tenants by provisions of city code applicable to occupants of a rental unit;

(B) Keep that part of the premises that he or she occupies and uses as safe as the condition of the premises permits;

(C) Dispose from the rental unit all ashes, rubbish, garbage and other waste in a clean and safe manner;

(D) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;

(E) Not deliberately nor negligently destroy, deface, litter, damage, impair or remove any part of the premises or knowingly permit any person to do so;

(F) 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;

(G) Maintain the rental unit in a clean and sanitary condition and provide for a general cleaning of the rental unit prior to departure. 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;

(H) Unless otherwise agreed to in writing by the landlord, not apply any part of a security deposit as part of obligated rent payments; and

(I) Hold the landlord harmless from claims for property loss for which the landlord is not responsible and which the tenant's own insurance should cover.

Sec. 12.5-18. Landlord obligations -- Maintenance of premises.

(A) 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:

(1) that the tenant has been informed of this article and the existing code violations;

(2) that he/she has affirmatively elected and bargained to repair the violations listed and other items listed; and

(3) 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.

(B) 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.

(C) 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.

(D) This article shall not be interpreted as decreasing or diminishing the implied warranty of habitability as adopted by the Illinois Supreme Court.

Sec. 12.5-19. Landlord obligations -- Security deposit interest.

(A) A landlord who receives a security deposit of one hundred dollars (\$100.00) or more from a tenant to secure the payment of rent or to compensate for damage to property shall pay interest to the tenant, computed from the date the deposit is paid, at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in Champaign County, Illinois, on minimum deposit passbook savings accounts as of the thirtieth of June immediately preceding the inception of the rental agreement on any such deposit held by the landlord for more than six (6) months.

(B) The landlord shall, within thirty (30) days after the end of each twelve month rental period, pay to the tenant any interest, by cash or credit to be applied to rent due, except when the tenant is in default under the terms of the lease. For the purposes of this provision, default shall mean non-payment of rent or a successful claim by the landlord for possession of the premises for good cause other than non-payment of rent. A landlord who willfully fails or refuses to pay the interest required by this article shall, upon a finding by a circuit court that he/she has willfully failed or refused to pay, be liable for an amount equal to the amount of the security deposit, together with court costs and reasonable attorney's fees.

Sec. 12.5-20. Landlord obligations -- 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 lessee vacated the premises, 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.

(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) Where requested by either party to the rental agreement, a walk-through inspection shall be made by the landlord and the tenant, both prior to the commencement of the rental term and again at the termination thereof and an inspection check list of all damaged or missing items shall be made and a copy thereof furnished to each party. Such request shall be in writing and shall be personally served not less than forty eight (48) hours, or mailed not less than five (5) business days before the requested inspection and such inspection shall be conducted, unless otherwise agreed, on the landlord's regular business days and during regular business hours. A landlord who refuses to perform an inspection as described herein may not deduct from the security deposit any charges for property damage. A tenant who refuses to perform such inspection waives his or her right to challenge any deduction made by the landlord from the security deposit. Only damage whose existence or nature might be clarified by an inspection is subject to the provisions of this subsection.

(D) 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.

Sec. 12.5-21. Landlord obligations -- Disclosure.

(A) Upon tenant's request, the landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall disclose to the tenant in writing within seventy two (72) hours of the request:

- (1) the name, street address and telephone number of the person authorized to manage the premises;
- (2) the name and street address of the owner of the premises or the person authorized to act on behalf of the owner for the purpose of service of process and for the purpose of receiving notices and demands; and
- (3) the number of unrelated adults who may lawfully

*Sec. 12.5-21(c)
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dwell in the leased premises pursuant to the Urbana Zoning Ordinance.

(B) A person who fails to comply with the disclosure requirements herein becomes an agent of each person who is a landlord for:

(1) service of process and receiving of notices and demands; and

(2) performing the obligations of the landlord under this article and under the rental agreement.

Sec. 12.5-22. Landlord obligations -- Abandonment.

(A) The tenant shall be deemed to have abandoned the rental unit by being absent with visible intent not to return and with rent unpaid.

(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.

Sec. 12.5-23. 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, provided that the amount deducted shall not exceed the average cost for a hotel/motel room in Urbana.

(C) 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 (12) 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.

(D) The provisions of this section may not be used by the tenant more than three (3) times during any twelve (12) 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.

(E) 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.

Sec. 12.5-24. Landlord remedies for tenant's failure to maintain.

(A) 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 this article 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.

(B) 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:

(1) More than three (3) times during any twelve (12) month period; or

(2) Involving essential services; or

(3) 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.

Sec. 12.5-25. Unlawful eviction.

(A) It is unlawful for any landlord or any person acting at the direction of the landlord to knowingly oust or dispossess or attempt to oust or dispossess any tenant from a rental unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any entrance into said rental unit; or by removing any door or window from said unit; or by interfering with the services to said unit, including but not limited to, electricity, gas, hot or cold water, plumbing, heat or telephone service; or by removing a tenant's personal property from said unit; or by the use of force or threat of violence, injury or force to a tenant's person or property; or by any other act rendering a rental unit or any part thereof or any personal property located therein inaccessible or uninhabitable.

(B) The provisions of subsection (A) shall not apply where the landlord acts pursuant to a court order for possession.

(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.

Sec. 12.5-26. 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:

(1) Complained in good faith of a code violation to a government agency charged with the responsibility for the enforcement of such code;

(2) Complained to the landlord of a violation of any of the provisions of this article;

(3) Organized a tenant association or complained to the Tenant Union, 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;

(4) Exercised or attempted to exercise any right or enforce any remedy granted to the tenant under this article.

(B) 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.

Section 2. That Ordinance No. 7879-49 entitled "An Ordinance establishing remedies for landlords and tenants for code violations of the City of Urbana" and Ordinance No. 8182-67 entitled " An Ordinance amending Chapter 12.5 of the Urbana City Code to add provisions for security deposits on residential leases" are hereby repealed, and all other ordinances, resolutions, or motions or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. Rental agreements entered into before April 1, 1994, and not extended or renewed on or after that date, and the rights, duties, and interests flowing from them remain valid and may be terminated, completed, consummated, or enforced as required or permitted by any ordinance amended or repealed by this Ordinance as though the repeal or amendment had not occurred.

Section 4. Should any section, paragraph, sentence, clause, phrase, or word of this Ordinance be declared invalid or

unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph, or section.

Section 5. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this 18th day of January, 1994.



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 27th day of January, 1994.

Tod Satterthwaite
Tod Satterthwaite, Mayor

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois.

I certify that on the 18th day of January, 1994, the corporate authorities of the City of Urbana passed and approved Ordinance No. 9394-58, entitled AN ORDINANCE AMENDING CHAPTER 12.5 OF THE CODE OF ORDINANCES, CITY OF URBANA, ILLINOIS REGULATING LANDLORD-TENANT RELATIONSHIPS, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 9394-58 was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the 28th day of January, 1994, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

DATED at Urbana, Illinois, this 11th day of February, 1994



Phyllis D. Clark
CITY CLERK