

# Tenant Handbook



**REVISED EDITION**

December 2002

**EDITED BY**

Community Services Department

Village of Oak Park

Oak Park, Illinois

The Oak Park Community Relations Division (CRD)  
expresses its grateful appreciation to the former  
Tenant's Association of Oak Park  
for its initial printing of this handbook.

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# INTRODUCTION

This guide is designed to help the current, as well as prospective, Oak Park renter understand some of the basic information that is important to their life in this community. The book covers such items as the rights and responsibilities of tenants, as well as property managers.

A directory of various agencies and organizations mentioned throughout the booklet is located in the back of the guide. We hope this publication will prove to be a handy reference, which will help make apartment living in Oak Park more enjoyable.

## **DISCLAIMER**

This handbook provides the fundamentals of rental agreements and landlord-tenant relations. Since it is impossible to outline all possible situations, it would be best to consult an attorney. Unless specifically stated, the ideas and alternatives presented here are not necessarily those that are required by the Village of Oak Park and/or the State of Illinois. Statutory materials referred to in the text should be examined by a tenant's own legal counsel as to their current legal status. The agency, which prepared this handbook, assumes no responsibility for actions tenants take as a result of utilizing the material presented in this handbook.

# THE HOUSING SEARCH

## WHERE TO LOOK

Oak Park offers a wide variety of housing for purchase or rental. Houses and apartments of many types and styles are available in all price ranges. There are several sources of free information on housing available:

**1. The Oak Park Regional Housing Center** 1041 South Boulevard, 848-7150. Office Hours: Monday through Friday: 8:30 a.m. to 4:00 p.m., Saturday: 10:00 a.m. to 4:00 p.m. In May, June and July, the office is open until 7:00 p.m. on Thursdays. Policy: To assist in stabilizing integration in the Village. To this end, there will be encouragement of white clients to move into buildings or areas that are already integrated, and the encouragement of black clients to move into buildings or areas, which are not substantially integrated. Listings will be provided in keeping with this policy, with the understanding that under both local and federal laws, all clients are free to pursue the housing of their choice.

The Housing Center provides this free service to assist clients in locating Oak Park housing. Once you are registered at the Housing Center your card remains on file until you notify them that you have located housing.

- WHEN CALLING FOR ADDITIONAL LISTINGS, give your name and tell them that you already have a card on file.
- WHEN YOU DO LOCATE AN APARTMENT OR HOME, please call the office and: (1) give your name and ask that your card be removed from the file; (2) tell them where you have located; and (3) if an Oak Park location, please give them your new address.

They maintain statistical records of where their clients have located and this information is important to them.

If you call the office and reach the answering machine, please leave as complete a message as possible, particularly if you have located housing.

**2. Newspaper ads in Village papers** The “Oak Leaves” and “Wednesday Journal” are available on Wednesdays. These papers can be obtained from newsstands, drug stores, etc.

## **HOW TO LOOK**

Apartment hunting requires patience, stamina, organization, time and comfortable shoes. Start looking at least two months before the move. May 1 and October 1 are the “big move days”.

Call to make an appointment to see the apartment. Ask for the name of the person who will show you the apartment. Ask questions about the apartment and write down the information. Give your name and the home and work phone numbers where you can be reached. Be prompt for your appointment. A clean, presentable appearance may give the landlord a good first impression. In today’s tight rental market, this initial impression can be important. Inspect the apartment thoroughly (look inside closets, under the sink, basement areas, flush the toilet, test the shower, etc.). Make sure that everyone who will be living in the unit is aware of what the unit will look like when their furnishings are in place.

## **WHAT TO LOOK FOR**

A number of important factors are often overlooked in the haste and confusion of the apartment search.

This extensive checklist may help you remember most of the things you would want to consider in an apartment. Make several copies of this checklist and use it to decide on your next apartment. Not all things on this list are equally important, so you may want to weigh the negative things and when you are all done checking everything, see how many negative points the apartment earned. For instance, a master antenna is not as important as having enough hot water.

Start with miscellaneous items first. Does the apartment have the following:

- Adequate size for your household (see Housing Code section, Page 17)
- Clean lobby and halls
- Locked entrance
- Good lighting
- Good locks on doors and windows (do they stick when opened and closed?)

- No draft around windows
- Screens and storm windows
- Brackets, rods, shades
- No water stains on walls, floors and ceilings
- Clean, working appliances — kitchen and bathroom
- Enough electrical outlets (do they all work?)
- Fireplace, no smoke stains (does fireplace really work?)
- Telephone jacks
- Master TV antenna
- Enough daylight
- Regular window washing
- Repair services (how fast are they made?)
- Garbage pick-ups (location and how often made?)
- Adequate heat
- Enough hot water
- Good water pressure (turn on faucets to check)
- Clean walls, floors and ceilings (no holes, cracks, chips or scales)
- Fresh paint
- Superintendent on premises
- Functioning intercom system
- Smoke alarm near bedrooms and in stairways
- Safe stairs
- No roaches or mice
- Parking
- Storage (is there adequate closet space? enough cabinets? basement facilities?)
- Laundry facilities in building or nearby
- Locked mailboxes
- Access to “L” or bus, grocery stores and restaurants, cleaners, shopping
- Air conditioning
- Building wired for cable access

### **WALLS, FLOORS, DOORS**

- If the floors are wooden, are they well stripped, sealed or painted?
- Is there carpeting? Is it clean and in good shape?
- What is beneath the carpeting? Rotten flooring, broken linoleum or tile, concrete?
- Are the floors level? Do they ripple, sink, rise or slant?
- Does the hardware work? Check door locks, window latches and other hardware.

## **BATHROOM**

- Is the sink clean? Does the drain leak?
- Does it drip? Are there rust or wear marks in the bowl?
- Does the toilet flush and completely empty?
- Is the toilet seat clean and in good shape?
- Does the toilet shut off or continuously run after flushing?
- Is the bathtub clean, unstained and unchipped?
- Does the tub drain work? Does it leak?
- Is there a working showerhead?
- Is there a shower curtain rod?
- Is there a medicine cabinet? Is it clean and in good shape?
- Are there mirrors? Towel rods?
- Are the lighting and electrical outlets usable and safe?

## **KITCHEN**

- Does it have a stove and refrigerator? (Though routinely provided in our area, Village Code does not require these appliances.)
- Condition of kitchen sink — is it clean or is it marred, scratched, stained, rusted or dented?
- Are faucets and controls working? Any dripping?
- Does sink drain well? Does drain seal?
- Is the stove clean? Does it work? Does door seal tightly?
- Are kitchen cabinets and counter tops adequate?
- Is the kitchen floor in good shape? Cleanable?
- Can kitchen be ventilated either through a window or vent fan?
- Electric or gas stove? Who pays? (If you, how?)

## **HEATING SYSTEM**

- What kind of heating system is present?
- Is the apartment equipped with steam heat radiators? Are there radiators with accessible shutoff valves in each room?
- Do all air valves have handles?
- Are radiators rusted, dirty or painted with anything but aluminum paint?
- Any evidence of leaking water? Any rust stains or corrosion deposits?
- Check for leaking radiators. Can you control the heat on the radiators?
- If heat is supplied by a forced air system, are there registers (vents) in every room?
- Is there sufficient airflow in the furnace room to allow for efficient burning?



- How noisy is the furnace when the fan is on?
- If the apartment is heated by steam from a separate boiler in the apartment, is the boiler in good shape?
- Where is the hot water heater and how does it work (gas or electric)?
- Electric or gas heat? Who pays? (If you, how?)

### **ELECTRICAL SERVICE**

- Are there sufficient outlets to avoid overloading?
- Will outlets take grounded (three-pronged) plugs?
- Is there a 220-volt service for a big air conditioner? Computers?
- How is the wiring? Are there modern switches?
- When was the apartment rewired? (What year?)
- Where is the circuit breaker box located?
- If a small building (2 or 3 flat), does your meter only cover your unit? Do you have common area service on your meter that you pay for or does the management pay for it?

Write down what is wrong with the apartment to see if the landlord will make repairs. Does it need painting, a doorknob, etc? Who is responsible for maintaining the dishwasher, refrigerator, air conditioning, and stove? Make a list of all the repairs the landlord agrees to make and have him sign it.

### **WHAT TO ASK**

There is a great deal of information that cannot be obtained from a visual inspection of the apartment or often from the person who shows you the unit. For this reason, it is important to try to speak with other tenants in the building. Ask them such questions as:

- Is routine maintenance adequate and prompt?
- Are complaints responded to quickly and is the landlord accessible?
- Is the building unusually noisy?
- Are appliances cared for properly?
- Have rent increases been excessive?
- Is there a high turnover in the building?

Oftentimes the person who shows you the apartment is not the actual owner or manager of the property and therefore has only limited authority with respect to the building. You should find out who the owner or manager is and clarify the following kinds of issues directly with them before you move in:

- The amount of rent, when it is due, and to whom it is paid.
- Is there a regular janitor; what are his duties?
- Do you pay extra (how much) for utilities, storage space, air conditioning, parking space, connection to master antenna, use of recreation areas (pool or tennis courts), installation of special appliances, late payment of rent, pets, etc.?
- Who should the tenant contact with maintenance and repair items?
- What is the 24-hour phone number(s) for emergencies? (Required by Village ordinance.)

## **FINANCIAL AND CREDIT INFORMATION**

One of the most important things to consider when renting is the total cost of the apartment. In arriving at the amount you can afford to pay each month, consider using 30% of your monthly gross income (before deductions). In addition to rent, the total cost will include such items as utilities and parking. Be sure you know exactly what you will be financially responsible for to avoid later surprises. Tenants should also secure renter's insurance.

Also, consider the amount of money you will have to lay out initially for the unit. These costs will include a security deposit (usually one to two month's rent) plus the first month's rent, in addition to the cost of moving itself. Usually landlords require detailed credit information from a credit bureau at your expense (usually \$35). It is a good idea to get your own credit report from a credit bureau before applying for an apartment in order to know your current credit rating.

Fill out the sample credit application form (Pages 26 and 27) and use it as an aid when applying for apartments.

The Oak Park Village Code, Chapter 13, Human Rights, Section 13-5-1:C-Nov., 1973, requires management to obtain a written application, a written lease and a security deposit from tenants, for properties of four or more units.

## **HOW TO APPLY**

If you are interested in the apartment, ask to fill out an application. If there is a credit check fee and/or application deposit fee involved, find out if it is refundable and, if so, how much notice you must give the landlord that you do not want the apartment. Make sure the fact that

the money is refundable is in writing and that you have a copy of the agreement. Remember that a deposit does not guarantee that you will get the apartment; it just confirms your interest to rent the apartment. Application deposits vary in price from as low as \$50 up to a full month's rent.

It is a good idea to look at many apartments and submit several applications, for two reasons. First, there is a tremendous variety of housing in Oak Park, and, while the first apartment you look at may look good, chances are that you may find something you like better. Secondly, there is a high demand for housing and many people are competing for the same apartment. The fact that you filled out an application does not necessarily mean that you will be selected as the tenant.

# FREQUENTLY ASKED QUESTIONS

## AND TENANT LAW IN THE VILLAGE OF OAK PARK

*The questions and answers provided are not to be used as legal advice about any individual situation and are provided for general information only. If you have a specific question about your situation, please speak with an attorney.*

### **LEASES**

#### **Do all leases have to be written?**

Yes, if the lease is for an apartment in a building containing four or more apartments pursuant to Village Code Section 13-5-1B. The advantages of a written lease are that you have proof of your specific agreement, and it makes clear the duties of you and your landlord. It also gives you the right to stay in the apartment for the time period of the lease so long as you meet your duties under the lease.

#### **What does the Village of Oak Park Code require to be included in a lease for an apartment in a multiple family dwelling building containing four or more units?**

The written lease in Oak Park must include the following:

- The specific apartment number to be leased;
- The maximum number of occupants, which is not greater than the number allowable by the apartment size;
- The full names and birth dates of all occupants of the apartment;
- The name and telephone number of the landlord's agent or manager who will be available for emergencies 24 hours a day;
- A statement that parking on Village streets is prohibited between 2:30 a.m. and 6:00 a.m. and that the tenant is responsible for parking their automobile; and
- A security deposit of at least one month's rent is required.

#### **Can my landlord charge me a late fee if my rent is not paid on time?**

Yes, if the late fee is stated in the lease.

#### **After I move in to the apartment can my landlord change the amount of my rent?**

This depends upon the lease. Your landlord can put in the lease that

rent can change during the term of the lease, so read the lease very carefully before you sign it.

**What if the lease says things I do not want?**

Do not sign anything that includes items you do not agree to do. Once you sign the lease you have agreed to do what it requires. You can cross out parts you do not agree to so long as the landlord initials the item crossed out. Get a copy of the lease after you sign it. If anything is changed by the agreement of you and the landlord, make sure the change is in writing, signed and dated by you and the landlord, and that you have a copy.

**Who pays the utilities for my apartment?**

This depends upon your lease and agreement with the landlord. You should always agree upon who pays utilities before you sign the lease.

**Can I be required to pay for the utilities for hallway lights outside of my apartment?**

Yes, but only if the lease clearly states such utility costs are to be included in your utility costs and you are given the past 12 months of prior utility bills for the hallway lights before you sign the lease.

**What if the landlord has fulfilled all of the landlord's obligations under the lease but I want to get out of my lease early?**

Unless the lease provides otherwise, the lease can only be terminated early by agreement with your landlord.

**Can I sublet my apartment to a new tenant during the term of the lease?**

Yes. If you want to move out early and have arranged to sublet the apartment to a suitable tenant, your landlord must accept a suitable subtenant without charging additional fees unless the fees are clearly stated in the lease. Remember you are still liable to the landlord for the rent if the subtenant does not pay it.

**If I move out early, what rent payments am I responsible to pay?**

If you move out before the lease ends, your landlord can charge you for the rent due to the end of the lease minus the rent the landlord receives from a new tenant plus the costs to rent the apartment. The landlord has a duty to try and rent the apartment to another tenant. If the landlord can only rent the apartment to another tenant for less than

your rent, you can be held responsible for paying the difference between the amount the new tenant pays and your rent to the end of your lease.

**What if my landlord cannot rent the apartment after I moved out early?**

If your landlord makes a good faith effort to rent your apartment, but cannot find someone else to rent it, you will owe the landlord the amount of rent owed until the lease ends and the landlord's costs to try and find a new tenant.

**What if the landlord will not rent to me because of my race, sex, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status or disability?**

The Oak Park law prohibits landlords from discriminating in renting apartments based upon the tenant's race, sex, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, or disability. If this occurs you should contact the Oak Park Community Relations Division immediately.

**Can a landlord refuse to rent to me because I have children?**

A landlord cannot refuse to rent to you solely because you have children under 18 years of age. However the apartment must be large enough for occupancy by the number of persons in your family.

## **SECURITY DEPOSITS**

**What is a security deposit?**

A security deposit is money that the landlord holds for future damage to the apartment caused by you or for rent or charges that you might owe. The landlord may not charge you for normal wear and tear to the apartment.

**How much is the security deposit?**

The security deposit must be at least one month's rent. The security deposit may be greater if agreed to by you and the landlord.

**Must my landlord charge me a security deposit in Oak Park?**

Yes. The landlord must receive at least one month's rent as a security deposit in Oak Park.

**Must my landlord put the security deposit in a separate bank account?**

No. The Oak Park law does not require a separate bank account for the security deposits.

**Can I use my security deposit as my last month's rent?**

No. You cannot "live out" your security deposit as your last month's rent without an agreement with your landlord.

**How long will it be after I move out before I should get my security deposit back from my landlord?**

After you move out, your landlord has 45 days to return your security deposit plus any interest owed, minus deductions for any rent or charges due, and repairs for damages to the apartment or 60 days to return your security deposit if the landlord sends you an estimate of repair charges within 30 days after you moved out of the apartment.

**What if some of my security deposit is used by the landlord for repairs?**

If your landlord takes money from your security deposit for repairs, then within 30 days from the time you moved out, the landlord must send you a written list of the damages you are being charged for and a copy of paid bills, actual costs, or estimates for the repairs you are responsible for. If your landlord sends estimates of the costs of repairs with the list of damages, the landlord must send paid receipts or proof of actual costs of repair and any remaining security deposit amount within 60 days after you moved out.

**Does the landlord owe me interest on the security deposit?**

If your apartment is in a building with four or more apartments, you are owed interest on a deposit held for more than six months.

**How much is the interest on security deposits?**

The amount of interest due on security deposits is set as the passbook savings rate paid by the largest Illinois bank each January 1. Call the Community Relations Division at 358.5423 to find out the current rate.

**When should I be paid the interest?**

The interest is due in cash or rent credit each 12 months, so long as your rent is current.

**How do I get my security deposit from my landlord?**

You should request an inspection with your landlord at the time of vacating the apartment. You must ask in writing for the security deposit back from your landlord. It is a good idea to notify your landlord in writing of the address to send the deposit when you move out. If you do not

receive the deposit or a written estimate of repairs within 45 days after you moved out, you should make a written request for the return of the deposit. If the landlord still does not provide you the return of the deposit you may file a court case in small claims court for the return of the deposit. You may contact Community Relations for a booklet on how to file your own small claims court case.

### **What if the landlord sells the building to a new landlord?**

Both the original landlord and the new landlord are responsible for the return of your security deposit.

## **RESPONSIBILITIES OF THE LANDLORD**

### **What is the landlord responsible for?**

Your landlord has a duty to keep the apartment and building fit to live in. Your landlord must also do the items agreed to in your lease, including doing all necessary repairs to fulfill these duties.

### **What repairs must my landlord do to keep the apartment fit to live in?**

Your landlord has a duty to keep the building in a livable condition. The following items are some of the responsibilities required by Oak Park law:

- building structure must be solid and in good condition;
- foundations, walls and roof must be water tight;
- property must be exterminated to prevent mice, rats, insects and other rodents;
- smoke alarms must be provided although the tenant is required to replace the batteries;
- hallways and stairways must be lighted;
- windows and outside doors must be in good condition;
- boiler, furnace, and chimney must be in good working condition;
- stairways, floors, and hallways must be clean and functional;
- plumbing and pipes must be in good working condition;
- electric wires and circuits must be in good working condition;
- flush toilet, sinks, tubs, showers in good working condition;
- supply hot and cold water;
- supply sufficient heat;
- prevent the collection of stagnant water;
- provide adequate ventilation and light;
- provide screens for windows during the warm months.



**Must the landlord exterminate for insects and rodents?**

Yes. The landlord must exterminate to prevent rats, mice, insects and pests in the building.

**Must my landlord provide for trash collection?**

Yes. Your landlord must provide a place for disposing of trash and garbage.

**Does my landlord have to repair the appliances in my apartment?**

If your landlord supplied the appliances such as refrigerator, stove and air conditioner to the apartment, your landlord must keep them in good working condition.

**What are the minimum heat temperatures for my apartment?**

The apartment must be kept at least 70 degrees (F) from 6:30 a.m. to 11:00 p.m. and at least 65 degrees (F) from 11:00 p.m. to 6:30 a.m.

**Who should I contact if my apartment is not being kept in a livable condition?**

You should contact the Village Building and Property Standards Department at 358.5430. Your landlord may not retaliate against you for contacting the Village.

**What can I do if my landlord fails to pay a utility bill that the lease requires the landlord to pay?**

If your landlord fails to pay a utility which the lease requires the landlord to pay and the utility is threatening to shut-off service, the tenants may contact the utility and reach a written agreement to pay their rent to the utility and prevent the utility shut-off. This includes the water utility operated by the Village of Oak Park.

**RESPONSIBILITIES OF THE TENANT**

**What are some of the responsibilities of the tenant?**

The tenant must pay rent on time, the tenant and tenant's family and guests must not damage the apartment or disturb their neighbors, and the tenant must do the things required in the lease.

**Must I keep the apartment clean?**

Yes. You must keep the apartment in a clean and sanitary condition.

**What are the conditions in my apartment I am responsible for?**

You must keep the apartment as safe as possible. You, your family and

guests must not intentionally or carelessly destroy, deface, damage or remove any part of the apartment or building.

**How many people may occupy the apartment?**

The Village Code sets a maximum number of people who may occupy each dwelling unit. Your lease is required to state the maximum number of occupants for the dwelling unit.

**Am I responsible for appliances in the apartment?**

If your landlord supplied the appliances to the apartment, you are not responsible for their repairs unless you, your family or guests damaged them or used them in an unreasonable manner.

**Am I responsible for my guests?**

Yes. You are responsible for the behavior of your guests.

**Am I responsible for damage to my own possessions in my apartment?**

In most cases you are responsible for damages to your own possessions in your apartment unless the lease states otherwise. Many tenants have renter's insurance from an insurance agent to cover their possessions. The renters insurance is usually not a lot of money and provides a great benefit in relation to the price of it.

**EVICTIONS**

**What can I be evicted for?**

You can be evicted for not paying your rent, damaging the apartment, disturbing your neighbors, or violating your lease in some other way or when the lease expires on the termination date set forth in the lease.

**What if I do not pay my rent?**

The landlord may be able to evict you if you do not pay your rent. The landlord must give you a written 5-day notice telling you the amount of rent due within the 5 days. If you do not pay rent due within the 5 days after receipt of the 5-day notice, your landlord can file a court case for your eviction.

**Can I be evicted for having people living in my apartment who are not listed on the lease?**

Yes. The lease must list all the people who are occupants of the apartment.

**Can I be evicted for exceeding the maximum occupancy of the dwelling unit?**

Yes, even if the lease lists more people than are permitted by maximum occupancy. The Village can prosecute both the landlord and the tenant for exceeding maximum occupancy standards.

**Should I be notified if my landlord is ending my lease early for violating the lease?**

Yes. If your landlord is ending the lease because you have violated the lease in any way other than failing to pay rent, you must be given a 10-day written notice telling you in general terms what you did to violate the lease.

**Should the landlord notify me that my lease has ended and ask me to move out of the apartment?**

No written notice is required that your lease has ended other than the specific date set forth in your lease. However, you may only be evicted by the Sheriff of Cook County after the court has ordered you to leave in an eviction court case.

# OAK PARK LAW REGARDING RENTING

## OAK PARK HOUSING CODE

The Village of Oak Park has a vigorous Housing Code enforcement program to help maintain the quality of housing in the community. Tenants have the right to have their apartment inspected by a Village inspector any time they suspect a violation of the code and management refuses to make corrections. State law prevents a landlord from taking action against a tenant because he/she has complained of a housing code violation. If you suspect a violation, contact your landlord first. If management fails to take action on the complaint, call Building and Property Standards at Village Hall and ask to have an inspector come to your apartment. The inspector will make an appointment with you to perform an inspection and inform you if the condition is a violation of the code, and if so, will require the landlord to correct it. The following is a checklist of many of the kinds of conditions which may be code violations:

### GENERAL

1. Is sufficient heat provided? (70°F, 6:30 a.m. to 11 p.m.; 65°F, 11 p.m. to 6:30 a.m.)
2. Are there sufficient garbage bins with tight fitting lids?
3. Are all public halls, stairways and passageways adequately lit at all times, and maintained in good and safe condition?
4. Is the building free of rodents and insects?

### KITCHEN AND BATHROOM

1. Does the apartment have a bathroom with a toilet in good working condition?
2. Does the bathroom have a bathtub or shower in good working condition?
3. Does the kitchen have a sink in good working condition?
4. Is the bathroom floor reasonably resistant to water and easily kept in a clean and sanitary condition?
5. Do all faucets provide adequate hot water (120°F) and sufficient water pressure?

### CEILINGS, WALLS AND FLOORS

1. Is every foundation, floor, wall, window, ceiling and roof in weather-

tight, rodent-proof condition and kept in good working condition and repair?

2. Is there an adequate screen in good condition on at least one operable window per room?
3. Do all habitable rooms have at least one operable window or adequate artificial ventilation?

### **ELECTRICAL AND PLUMBING**

1. Does every habitable room contain either two separate outlets or one outlet and one light fixture?
2. Are all outlets, switches, wires, etc., in good and safe working condition?
3. Are all plumbing fixtures maintained in good sanitary working condition, free from defects, leaks and obstructions?

### **SPACE AND OCCUPANCY**

Every dwelling unit must contain at least 200 square feet of floor space for the first occupant and 150 square feet of floor space for each additional occupant. Such floor space is not to include verandas, porches, terraces, balconies and basements.

The maximum occupancy is contingent on the square footage of the entire unit. The Building and Property Standards Department can tell you what the maximum occupancy is for a particular unit in buildings with four or more units.

Sleeping rooms in dwelling units containing one or more sleeping rooms must have closeable doors that afford privacy, a window and must have free access (not through a tandem room).

### **OAK PARK HUMAN RIGHTS CODE**

The Oak Park Human Rights Code outlaws discrimination in the rental or purchase of housing on the basis of race, religion, sex, creed, ancestry, national origin, sexual orientation, age, matriculation, familial status or disability. For properties containing four or more units, the Code is enforced by the Community Relations Division at Village Hall. If you have any reason to suspect that you are being denied housing because of one of these reasons, contact the Community Relations Division immediately.

In addition to the discrimination provisions of the Human Rights Code, the law also requires that you fill out a written application for your apart-

ment (for properties with four or more rental units), that you and your landlord have a written lease, and that a security deposit, of not less than one month's rent, be charged. If you have problems with any of these items, contact the Community Relations Division.

## **PARKING**

Oak Park law forbids overnight parking on the street from 2:30 a.m. to 6:00 a.m. This information must be written in applications and leases for buildings with four or more rental units. Many buildings have parking spaces, which are either included in the rent or cost extra. Private parking spaces can sometimes be rented from homeowners in the neighborhood. The Parking Clearinghouse was created to match available private parking spaces with those who need them. Contact Parking Services in Village Hall for further information. For those tenants who cannot find spaces to rent, the Village offers parking spaces for rent on a quarterly basis. The next step is to contact Parking Permits as soon as possible, to get a spot in the available lots. These spaces must be reserved and renewed every three months. Also, limited overnight on-street parking is available by permit only. Five guest passes per year are available by calling Parking Services at 358.NITE (6483) from 8:00 p.m. – 2:30 a.m. on the night permission is desired. Please provide the license number, make and model of the car and the location where it is parked.

Laws for parking of motorcycles are the same as for cars. Bicycles should be locked and parked in bike stands or storage areas.

# COMMUNITY SERVICES

## EDUCATIONAL RESOURCES

### PUBLIC SCHOOLS

Information concerning enrollment in Oak Park public schools may be obtained from District 97 (grades kindergarten through 8) or District 200 (grades 9 through 12).

### COLLEGES AND UNIVERSITIES

There are a number of colleges and universities within easy commuting distance of Oak Park offering both degreed programs and at-large courses. A partial list includes:

1. Concordia College in River Forest.
2. Dominican University in River Forest.
3. Triton Community College (Junior College) in River Grove. (Some extension courses offered at Oak Park and River Forest High School.)
4. There are a large number of other colleges and universities in the Chicago area. Some of them are: University of Illinois at Chicago, University of Chicago, Roosevelt University, DePaul University, Loyola University, Northwestern University, and Northeastern Illinois University.

### LIGHTED SCHOOLHOUSE

The Lighted Schoolhouse is a diversified program of adult education for people 15 years and older. It consists of anything from auto mechanics to yoga in various degrees of advancement. The program is administered by the Park District of Oak Park. There are four sessions of classes: fall, winter, spring and summer. For more information call the Park District of Oak Park at 383.0002.

### VILLAGE INFORMATION

A monthly newsletter, *F.Y.I. (For Your Information)*, is sent by mail to all residents in Oak Park and includes general information on Village events and services. Similarly, the Park District of Oak Park, District 97 (elementary schools), District 200 (high school), Triton College and the Oak Park Township mail quarterly brochures or annual newsletters. Please visit the Village's new website at [www.oak-park.us](http://www.oak-park.us) as well as VOP-TV6 on cable for other information on Village regulations and special activities.

## **COMMUNITY AND CIVIC ORGANIZATIONS**

Oak Park has a large number of community and civic organizations ranging from promotion of the arts to citizen activist groups. The best place to obtain information about these organizations is through the local papers. It is strongly urged that tenants subscribe to one of the local papers and check the weekly listings of community activities in which they may want to become involved. If you have a particular interest and want to know if there is a group of like minds in Oak Park, contact the Community Relations Division. The directory at the end of this booklet lists a few of these organizations, but it is not all-inclusive.

## **VILLAGE GOVERNMENT**

Oak Park is governed by seven elected officials (a Village President and six Trustees), as well as an elected Village Clerk. These trustees are elected at-large every four years on a staggered election schedule. This Board appoints a Village Manager who is responsible for supervising the day-to-day operations of government, including all Village services, such as police and fire protection, street maintenance, human relations, etc. The Village employs 440 full and part-time staff persons to perform these services. As a renter in Oak Park, you pay taxes through your rent to support these services, and have a right to demand that they be of high quality. The Board of Trustees meets on the first and third Monday evenings of every month at 7:30 p.m. in Village Hall. Citizen input is encouraged from 7:30 to 7:45 p.m.

The Village Clerk's Office handles annual vehicle stickers, bicycle licenses, voter's registration, annual licensing of apartment buildings and businesses, among other things.

There are about 30 official citizen advisory commissions and task forces, which make recommendations to the Board for action on everything from street repairs to human relations. If you are interested in serving on such a group, contact the Village Clerk's Office.

## **PET CARE AND REGULATIONS**

The Animal Control Division can assist you with licensing, adopting or impounding of pets, discuss regulations and offer information on caring for your animals. For further information call 358.5680.



## **RECREATION AND ENTERTAINMENT**

There is an endless variety of both organized and informal recreational activity in Oak Park. Many programs, ranging from the art of paper folding to tennis, are sponsored by the Park District of Oak Park. If you have a particular interest and want to know if there is a program designed for that interest, call 383.0002.

In addition, Oak Park has a well equipped YMCA, one racquetball facility, one for tennis and racquetball, two publicly operated outdoor pools, one indoor ice skating rink, many Village tennis courts, neighborhood parks and a nearby golf course and archer's range located in Columbus Park, just north of the Eisenhower Expressway at Austin Boulevard. Again, the best source for finding out about recreational activities and programs is the local newspapers.

Taking into account its accessibility to Chicago, almost every kind of entertainment imaginable is available to the Oak Park resident. Within Oak Park itself there is a movie theater complex, many fine restaurants and a number of performing arts groups, including a few legitimate theatres. Your telephone directory or newspaper will help you locate these places of interest.

## **SENIOR CITIZEN SERVICES**

Ten percent of Oak Park's population is over the age of 65. There are a wide variety of services and activities for seniors within the Village.

These programs include:

- **Rental Assistance** This program pays the difference between 30% of a monthly income and one's rent. Some assistance is designated for younger families as well as seniors. Contact the Oak Park Housing Authority for more information.
- **Senior Citizen's Nutrition Center** A program providing a hot noon meal for seniors in a pleasant atmosphere, contact the Nutrition Center in the Oak Park Arms at 383-8060 (fifth floor, Oak Park Avenue & Washington Boulevard).
- **Meals on Wheels** A program providing delivered meals for home-bound persons.
- **Senior Citizen Drop-In Center** An afternoon program operated by the Park District of Oak Park oriented toward casual conversation.
- **Mills Park Tower and The Oaks** Two special senior citizens resi-

dences for low and moderate-income persons, operated by the Oak Park Housing Authority.

- **Heritage House** A senior citizens residence for low and moderate-income persons, operated privately.
- **Senior Citizen's Center** Offers a variety of activities (first floor of the Oak Park Arms at Oak Park Avenue & Washington Boulevard).

## **NEIGHBORHOOD WATCH PROGRAM**

A national crime prevention effort. In Oak Park the Neighborhood Watch Program is coordinated by the Oak Park Police Department.

The objectives of this program are: (1) to further encourage police/community interaction; (2) to make you aware of the steps you can take to protect yourself and your home against crime; (3) to show you how you and your neighbors can help each other protect your community areas; and (4) to assist the Oak Park Police Department to be more effective.

If you would like to know more about Neighborhood Watch and how you can participate in this program, contact the Commander of Community Policing at 386.3800 or the Community Relations Division at 358.5423. Resident Beat Offices (RBO's) live and work in all seven zones in the Village.

# DIRECTORY

## THE HOUSING SEARCH

Oak Park Regional Housing Center . . . . . 848.7150  
Oak Park & River Forest Board of Realtors . . . . . 386.0150

## OAK PARK LAW REGARDING RENTING

Building and Property Standards Department . . . . . 358.5443  
Community Relations . . . . . 358.5423

## USEFUL INFORMATION

Police Department, (Emergency 911). . . . . 386.3800  
Fire Department, (Emergency 911) . . . . . 445.3300  
Village Hall. . . . . 383.6400  
    Community Relations. . . . . 358.5423  
    Village Trustees . . . . . 358.5784  
    Village Clerk . . . . . 358.5670  
Park District of Oak Park . . . . . 383.0002  
Family Services and Mental Health Center  
    Oak Park & River Forest. . . . . 383.7500  
Oak Park Housing Authority (housing assistance) . . . . . 386.9322  
Oak Park Regional Housing Center (rental listings) . . . . . 848.7150  
Oak Park Township . . . . . 383.8005  
    Senior Citizen Services . . . . . 383.8060  
    Township Youth Services . . . . . 445.2727  
School District 97 (elementary) . . . . . 524.3000  
School District 200 (high school). . . . . 383.0700  
Senior Citizen Nutrition Center. . . . . 383.8060  
Triton College . . . . . 456.0300  
West Suburban Special Recreation Association  
    (disabled young people). . . . . 453.4100

**CIVIC ORGANIZATIONS**

Chamber of Commerce . . . . .	848.8151
Friends of the Library . . . . .	383.5030
Historical Society . . . . .	848.6755
Oak Park Civic Arts Council . . . . .	358.5690
Oak Park Tour Center . . . . .	848.1978
Oak Park Visitors Center . . . . .	848.1500

An annual directory of Village agencies, services, and merchants is distributed by the Oak Park and River Forest Chamber of Commerce. A free copy may be obtained from their office at 1110 North Boulevard.

# CREDIT CHECK WORKSHEET

Fill out at home and bring with you to help you in completing applications.

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## APPLICATION FOR CREDIT CHECK

_____ New Location	_____ Owner
_____ New Lease Terms	_____ Address
_____ \$ Monthly Rent	_____ Telephone

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## APPLICANT

_____ Husband's Name	_____ Wife's Name	
_____ Present Address	_____ Telephone	
_____ Present Landlord		
_____ Address	_____ Telephone	
_____ Number of Years at Above Address	Are You Sharing Apartment? <input type="checkbox"/> Y <input type="checkbox"/> N	
_____ Names of other Tenants		
_____ Present Rent \$	_____ When Due	_____ Lease Expires
_____ Previous Address	_____ How Long	
_____ Previous Landlord		
_____ Address	_____ Telephone	

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## EMPLOYMENT

_____ Husband's employer	_____ Years	
_____ Address	_____ Telephone	_____ Income
_____ Position	_____ Supervisor	
_____ Wife's employer		
_____ Address	_____ Telephone	_____ Income
_____ Position	_____ Supervisor	

If less than two years give former employment information

_____ Husband's former employer	_____ Years	
_____ Address	_____ Telephone	_____ Income
_____ Position	_____ Supervisor	

Wife's former employer _____	Years _____
Address _____	Telephone _____
Position _____	Supervisor _____
Other Income Source _____	Amount _____

**NUMBER OF OCCUPANTS** Adults \_\_\_\_\_ Children \_\_\_\_\_ Ages \_\_\_\_\_ Pet \_\_\_\_\_

**GENERAL INFORMATION**

Husband _____	Wife _____
Social Security # _____	Social Security # _____
Birthdate _____	Birthdate _____
Driver's License # _____	Driver's License # _____
Nearest Relative _____	Relationship _____
Address _____	Phone _____

**BANK ACCOUNTS**

Checking Institution _____	Acct # _____
Savings Institution _____	Acct # _____

**CREDIT REFERENCES**

Lender	Acct #	Balance	Monthly Pmnt

**ANY LITIGATION**

Evictions, Suits, Judgments, Bankruptcies, Foreclosures, Etc.?  Y  N

Please Provide Details \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

When is the best time to find you home \_\_\_\_\_

\$ \_\_\_\_\_ has been paid for this credit check. THIS IS NOT REFUNDABLE

I certify that I have read the above application; that the information contained therein is true and correct. I understand that this is incorporated in and become part of the lease of the premises sought and if incorrect or untrue shall be grounds for cancellation.

\_\_\_\_\_  
Signature Date

# Oak Park Model Lease Addendum

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Address

Unit Number

## Term of the Lease

- 1. LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provision of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
- 2. NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
- 3. NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
- 4. LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the law of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
- 5. RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment,

return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:

- A. any unpaid rent; and/or
- B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last known address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If estimated cost is given, landlord shall furnish tenant with copies of paid receipt or a certification if the work was performed by landlord's employees within 30 days from the date of the statement showing the estimated cost was furnished to tenant.

- 6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
- 7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
- 8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
- 9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and



proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building and Property Standards or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708.383.6400 and requesting the appropriate department.

**10. OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 a.m. to 6:00 a.m. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358.7275 for assistance in this regard.

**11. PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No lease shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

**12. NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.

**13. TENANT'S HANDBOOK** The Oak Park Tenant Handbook is available to tenants free of

charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

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(LANDLORD) DATE

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(TENANT) DATE

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(TENANT) DATE

## CHECK-IN/CHECK-OUT CHART

ITEM	MOVE-IN CONDITION	MOVE-OUT CONDITION
Doors		
Closets		
Ceilings		
Living Room Floor/Carpet		
Lighting Fixtures		
Bedroom(s) Floor/Carpet		
Bathroom Sink		
Bathroom Floor/Tiles		
Bathroom Walls/Tiles		
Bathroom Toilet		
Bathroom Shower/Tub		
Kitchen Stove/Oven		
Refrigerator		
Kitchen Cabinets		
Kitchen-Other Appliances		
Kitchen Floor		
Kitchen Walls		
Kitchen Ceiling		
Painting		
Air Conditioning		
Screens		
Windows (Storms)		

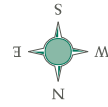
**Check-In** Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Landlord/Witness

**Check-Out** Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant

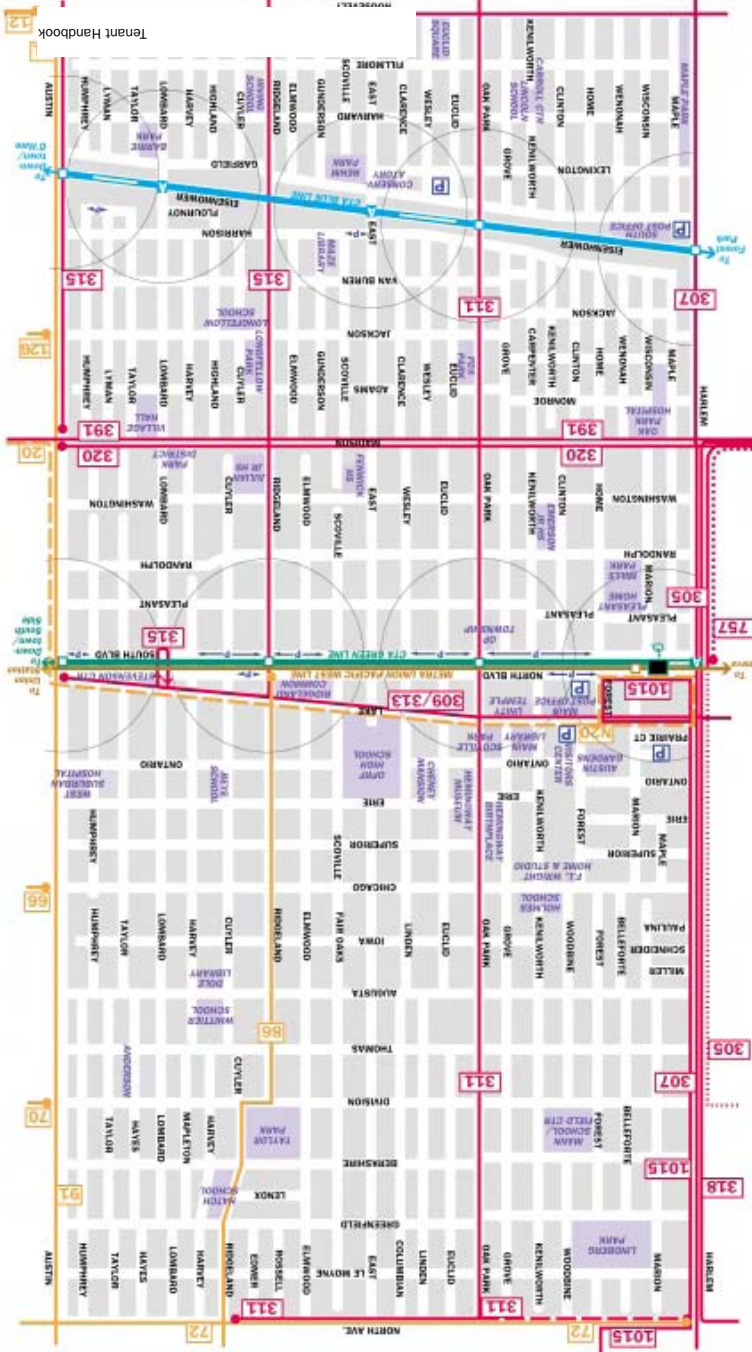
Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Landlord/Witness

**CTA/Pace/Metra Travel Information:** 836-7000, from city or suburbs; 312.836.4949. Maps and timetables are available at the Customer Service Desk in Village Hall and at the Oak Park Regional Housing Center, 1041 South Blvd.



- Map Key**
- Pace Bus Route
  - Sunday only
  - Bus stops only at CTA Blue Line Station
  - Select trips only
  - CTA Bus Route
  - Night Owl Service only
  - Bus Route Terminal
  - Metra Union Pacific West Line
  - CTA Congress El Blue Line
  - CTA Lake Street El Green Line
  - Entrance/Exit
  - Automated Entrance/Exit
  - Multinodal Transit Center
  - Accessible Entrance/Exit
  - Long-term off-street parking
  - Long-term on-street parking
  - Point of Interest
  - Distance that can be walked in 5 minutes

A handy reference guide to all types of transit services offered in the Village.



Tenant Handbook