

### El Derecho Del Pueblo

Columna de comentario [Social Justice Rising](#) legal advice by attorney and maestro Matthew "Mateo" Katz.

### The People's Right

A column of social commentary [Destiny](#) legal advice by attorney and teacher Matthew "Mateo" Katz.

Ever had a landlord who always wanted more rent than the apartment was worth, yet come winter time the furnace never produced enough heat to keep those colds at bay? Ever lived in an apartment with holes in the walls and rats in the closets? If you have, you need to know your rights!

Most tenancies in Chicago are covered by the RLTO: the Residential Landlord and Tenant Ordinance. If you don't live in Chicago, there is often an ordinance in place in the suburb in which you live which mirrors the rights granted within the RLTO. So- what are these rights?

Let's start with minor problems, like a faucet that keeps leaking. What is a tenant to do?! FIRST – request in writing from your landlord that s/he make repairs within fourteen days. SECOND – if the landlord fails to make these repairs, you can withhold from your rent a reasonable amount of the cost of these repairs or pay for the repairs yourself and deduct up to \$500 in the cost of the repairs from your rent or file a lawsuit against your landlord.

What if there is a major problem, like a hole in the floor? Under the RLTO the tenant should request in writing that the landlord make repairs within fourteen days. If these repairs are not completed within this time period, the tenant may immediately terminate the lease and move out.

What about essential services, like heat or running water? If the landlord fails to provide anything that puts your health or safety at risk, the tenant may do one of five things after giving written notice to the landlord: (1) obtain substitute services and deduct their cost from the rent; (2) file a lawsuit and recover your losses from the landlord; (3) find substitute housing until fixed, and bill the landlord; (4) request your landlord fix the problem within 24 hours and if not

fixed, withhold from the rent an amount consistent with the reduced value of the apartment for that time period in which the problem is not fixed; (5) ask the landlord to fix the problem within 72 hours and if not fixed terminate the lease and leave.

What if your landlord sues you for non-payment and you have to go to court? If you haven't paid, the landlord must give you a five-day written notice that if you do not pay, your lease is terminated. S/he may then sue to evict you from the apartment if you don't pay within those five days. If you believe you have a legitimate defense for not paying rent, present this defense to the judge or demand a jury trial when you go to court. This will ensure you will have time to prepare a defense for your non-payment. NEVER can a landlord simply kick you out of the apartment him/herself. You can only be forced to leave when the Sheriff arrives with a court order evicting you.

If you are having problems with your landlord, call the Lawyer's Committee for Better Housing at 312-347-7600. For a Spanish speaking attorney, ask for Cecilia and tell her Mateo said to call! Check out their Renter's Rights Guide at [www.lcbh.org](http://www.lcbh.org) in English or Spanish.