



Illinois

Landlord - Tenant Laws Complete Guide



Illinois Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Illinois's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Illinois.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: No state-wide statute.

Legal Statute:

No content available

Security Deposit Interest:

What This Means: If a landlord owns 25 or more units in a single building or complex of buildings on a contiguous parcel they must pay interest to the lessee. Local ordinances may differ.

Legal Statute:

A lessor of residential real property, containing 25 or more units in either a single building or a complex of buildings located on contiguous parcels of real property, who receives a security deposit from a lessee to secure the payment of rent or compensation for damage to property shall pay interest to the lessee computed from the date of the deposit at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in this State on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement on any deposit held by the lessor for more than 6 months.

765 ILCS 715/1

P.A. 87-386; 88-449.

Separate Security Deposit Bank Account:

What This Means: No state-wide statute. However, local ordinances, like in Chicago, may have specific requirements.

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: 30 days

Legal Statute:

(a) Except as provided in subsection (b), 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 premises may not withhold any part of that deposit as reimbursement for property damage unless the lessor has, within 30 days of the date that the lessee vacated the leased premises or within 30 days of the date the lessee's right of possession ends, whichever is later, furnished to the lessee, by personal delivery, by postmarked mail directed to his or her last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the leased 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 or replace any damage or damaged items caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair or replace such damage or damaged items. If estimated cost is given, the lessor shall furnish to the lessee, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee, paid receipts, or copies thereof, within 30 days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section. If a written lease specifies the cost for cleaning, repair, or replacement of any component of the leased premises or any component of the building or common areas that, if damaged, will not be replaced, the lessor may withhold the dollar amount specified in the lease. Costs specified in a written lease shall be for damage beyond normal wear and tear and reasonable to restore the leased premises to the same condition as at the time the lease began. The itemized statement shall reference the dollar amount specified in the written lease associated with the specific building component or amenity and include a copy of the applicable portion of the lease. Deductions for costs or values not specified in the lease shall otherwise comply with the requirements of 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

45 days of the date that the lessee vacated the premises, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee. If the lessee fails to provide the lessor with a mailing address or electronic mail address, the lessor shall not be held liable for any damages or penalties as a result of the lessee's failure to provide an address.

(b) If, through no fault of the lessor, the lessor is unable to produce as required in subsection (a) receipts for repairs or replacements, or copies thereof, then the lessor shall produce an itemized list of the cost of repair or replacement, any other evidence the lessor has of the cost, and a verified statement of the lessor or the agent of the lessor detailing the specific reasons why the lessor is unable to produce the required receipts or copies and verifying that the lessor has provided all other evidence the lessor has of the cost.

(c) Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, 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 lessor 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.

765 ILCS 710/1

P.A. 86-1302.Amended by P.A. 103-0224,§ 5, eff. 1/1/2024.

Amended by P.A. 100-0654,§ 5, eff. 7/31/2018.

Amended by P.A. 100-0269,§ 5, eff. 1/1/2018.

Amended by P.A. 097-0999,§ 5, eff. 1/1/2013.

Permitted Uses of the Deposit:

What This Means: No specific statute but typically can be used for rent, damages, repairs, etc.

Legal Statute:

No content available

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

(a) Except as provided in subsection (b), 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 premises may not withhold any part of that deposit as reimbursement for property damage unless the lessor has, within 30 days of the date that the lessee vacated the leased

premises or within 30 days of the date the lessee's right of possession ends, whichever is later, furnished to the lessee, by personal delivery, by postmarked mail directed to his or her last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the leased 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 or replace any damage or damaged items caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair or replace such damage or damaged items. If estimated cost is given, the lessor shall furnish to the lessee, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee, paid receipts, or copies thereof, within 30 days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section. If a written lease specifies the cost for cleaning, repair, or replacement of any component of the leased premises or any component of the building or common areas that, if damaged, will not be replaced, the lessor may withhold the dollar amount specified in the lease. Costs specified in a written lease shall be for damage beyond normal wear and tear and reasonable to restore the leased premises to the same condition as at the time the lease began. The itemized statement shall reference the dollar amount specified in the written lease associated with the specific building component or amenity and include a copy of the applicable portion of the lease. Deductions for costs or values not specified in the lease shall otherwise comply with the requirements of 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 45 days of the date that the lessee vacated the premises, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee. If the lessee fails to provide the lessor with a mailing address or electronic mail address, the lessor shall not be held liable for any damages or penalties as a result of the lessee's failure to provide an address.

(b) If, through no fault of the lessor, the lessor is unable to produce as required in subsection (a) receipts for repairs or replacements, or copies thereof, then the lessor shall produce an itemized list of the cost of repair or replacement, any other evidence the lessor has of the cost, and a verified statement of the lessor or the agent of the lessor detailing the specific reasons why the lessor is unable to produce the required receipts or copies and verifying that the lessor has provided all other evidence the lessor has of the cost.

(c) Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, 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 lessor 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.

765 ILCS 710/1

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Amended by P.A. 100-0654, § 5, eff. 7/31/2018.

Amended by P.A. 100-0269, § 5, eff. 1/1/2018.

Amended by P.A. 097-0999, § 5, eff. 1/1/2013.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

(a) Except as provided in subsection (b), 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 premises may not withhold any part of that deposit as reimbursement for property damage unless the lessor has, within 30 days of the date that the lessee vacated the leased premises or within 30 days of the date the lessee's right of possession ends, whichever is later, furnished to the lessee, by personal delivery, by postmarked mail directed to his or her last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the leased 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 or replace any damage or damaged items caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair or replace such damage or damaged items. If estimated cost is given, the lessor shall furnish to the lessee, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee, paid receipts, or copies thereof, within 30 days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section. If a written lease specifies the cost for cleaning, repair, or replacement of any component of the leased premises or any component of the building or common areas that, if damaged, will not be replaced, the lessor may withhold the dollar amount specified in the lease. Costs specified in a written lease shall be for damage beyond normal wear and tear and reasonable to restore the leased premises to the same condition as at the time the lease began. The itemized statement shall reference the dollar amount specified in the written lease associated with the specific building component or amenity and include a copy of the applicable portion of the lease. Deductions for costs or values not specified in the lease shall otherwise comply with the requirements of 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 45 days of the date that the lessee vacated the premises, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee. If the lessee fails to provide the lessor with a mailing address or electronic mail address, the lessor shall not be held liable for any damages or penalties as a result of the lessee's failure to provide an address.

(b) If, through no fault of the lessor, the lessor is unable to produce as required in subsection (a) receipts for repairs or replacements, or copies thereof, then the lessor shall produce an itemized list of the cost of repair or replacement, any other evidence the lessor has of the cost, and a verified statement of the lessor or the agent of the lessor detailing the specific reasons why the lessor is unable to produce the required receipts or copies and verifying that the lessor has provided all other evidence the lessor has of the cost.

(c) Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, 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 lessor 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.

765 ILCS 710/1

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Amended by P.A. 100-0269,§ 5, eff. 1/1/2018.

Amended by P.A. 097-0999,§ 5, eff. 1/1/2013.

Receipt of Security Deposit:

What This Means: No statute

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: Yes

Legal Statute:

(a) Except as provided in subsection (b), 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 premises may not withhold any part of that deposit as reimbursement for property damage unless the lessor has, within 30 days of the date that the lessee vacated the leased premises or within 30 days of the date the lessee's right of possession ends, whichever is later, furnished to the lessee, by personal delivery, by postmarked mail directed to his or her last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the leased 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 or replace any damage or damaged items caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair or replace such damage or damaged items. If estimated cost is given, the lessor shall furnish to the lessee, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee, paid receipts, or copies thereof, within 30 days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section. If a written lease specifies the cost for cleaning, repair, or replacement of any component of the leased premises or any component of the building or common areas that, if damaged, will not be replaced, the lessor may withhold the dollar amount specified in the lease. Costs specified in a written lease shall be for damage beyond normal wear and tear and reasonable to restore the leased premises to the same condition as at the time the lease began. The itemized statement shall reference the dollar amount specified in the written lease associated with the specific building component or amenity and include a copy of the applicable portion of the lease. Deductions for costs or values not specified in the lease shall otherwise comply with the requirements of 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 45 days of the date that the lessee vacated the premises, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee. If the lessee fails to provide the lessor with a mailing address or electronic mail address, the lessor shall not be held liable for any damages or penalties as a result of the lessee's failure to provide an address.

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(c) Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, 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 lessor 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.

765 ILCS 710/1

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Amended by P.A. 100-0654,§ 5, eff. 7/31/2018.

Amended by P.A. 100-0269,§ 5, eff. 1/1/2018.

Amended by P.A. 097-0999,§ 5, eff. 1/1/2013.

Failure to Comply:

What This Means: If a landlord fails to provide an itemized list, receipts, invoices etc for withholdings they may be liable for up to 2x the amount of the security deposit + attorney's fees and court costs.

Legal Statute:

(a) Except as provided in subsection (b), 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 premises may not withhold any part of that deposit as reimbursement for property damage unless the lessor has, within 30 days of the date that the lessee vacated the leased premises or within 30 days of the date the lessee's right of possession ends, whichever is later, furnished to the lessee, by personal delivery, by postmarked mail directed to his or her last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the leased 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 or replace any damage or damaged items caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair or replace such damage or damaged items. If estimated cost is given, the lessor shall furnish to the lessee, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee, paid receipts, or copies thereof, within 30 days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section. If a written lease specifies the cost for cleaning, repair, or replacement of any component of the leased premises or any component of the building or common areas that, if damaged, will not be replaced, the lessor may withhold the dollar amount specified in the lease. Costs specified in a written lease shall be for damage beyond normal wear and tear and reasonable to restore the leased premises to the same condition as at the time the lease began. The itemized statement shall reference the dollar amount specified in the written lease associated with the specific building component or amenity and include a copy of the applicable portion of the lease. Deductions for costs or values not specified in the lease shall otherwise comply with the requirements of 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 45 days of the date that the lessee vacated the premises, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee. If the lessee fails to provide the lessor with a mailing address or electronic mail address, the lessor shall not be held liable for any damages or penalties as a result of the lessee's failure to provide an address.

(b) If, through no fault of the lessor, the lessor is unable to produce as required in subsection (a) receipts for repairs or replacements, or copies thereof, then the lessor shall produce an itemized list of the cost of repair or replacement, any other evidence the lessor has of the cost, and a verified statement of the lessor or the agent of the lessor detailing the specific reasons why the

lessor is unable to produce the required receipts or copies and verifying that the lessor has provided all other evidence the lessor has of the cost.

(c) Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, 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 lessor 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.

765 ILCS 710/1

P.A. 86-1302.Amended by P.A. 103-0224,§ 5, eff. 1/1/2024.

Amended by P.A. 100-0654,§ 5, eff. 7/31/2018.

Amended by P.A. 100-0269,§ 5, eff. 1/1/2018.

Amended by P.A. 097-0999,§ 5, eff. 1/1/2013.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No statute. Usually it's due at the beginning of each month, or week depending on the type of agreement.

Legal Statute:

No content available

Section: Lease, Rent & Fees

Law Category: Rent is Due

Has Statute: false

Payment Methods:

What This Means: No statute. If there's a specific method the landlord requires it should be outlined in the agreement.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: No state-wide statute. Cities may have specific regulations in this regard. Usually a 30-day notice is required.

Legal Statute:

No content available

Late Fees:

What This Means: \$20 or 20% of the rent amount, whichever is greater, provided that it was stated in the agreement beforehand.

Legal Statute:

(a) A reasonable late fee may be imposed and collected by an owner for each service period that an occupant does not pay rent when due under a rental agreement, provided that the due date for the rental payment is not earlier than the day before the first day of the service period to

which the rental payment applies. No late payment fee shall be assessed unless the rental fee remains unpaid for at least 5 days after the date specified in the rental agreement for payment of the rental fee.

(b) No late fee may be collected pursuant to this Section unless the amount of that fee and the conditions for imposing that fee are stated in the rental agreement or in an addendum to that agreement.

(c) For purposes of this Section, a late fee of 20 or 20% of the rental fee for each month an occupant does not pay rent, whichever is greater, is deemed reasonable and does not constitute a penalty.

(d) Any reasonable expense incurred as a result of rent collection or lien enforcement by an owner may be charged to the occupant in addition to the late fees permitted by this Section. If any such expenses are charged, they shall be identified on an itemized list that is available to the occupant.

770 ILCS 95/7.10

Added by P.A. 097-0599, § 5, eff. 8/26/2011.

Application Fees:

What This Means: The landlord may not charge an application fee if the tenant provides a reusable screening report that meets certain criteria.

Legal Statute:

(a) Definitions. In this Section:

"Application screening fee" means a request by a landlord for a fee to cover the costs of obtaining information about a prospective tenant.

"Consumer report" has the same meaning as defined in Section 1681a of Title 15 of the United States Code.

"Consumer credit reporting agency" means a person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties and that uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.

"Reusable tenant screening report" means a written report, prepared by a consumer credit reporting agency, that prominently states the date through which the information contained in the report is current and includes, but is not limited to, all of the following information regarding a prospective tenant:

- (A) the name of the prospective tenant;
- (B) the contact information for the prospective tenant;
- (C) a verification of source of income of the prospective tenant;
- (D) the last known address of the prospective tenant; and
- (E) the results of an eviction history check of the prospective tenant in a manner and for a period of time consistent with applicable law related to the consideration of eviction history in housing.

(b) Providing a reusable tenant screening report.

(1) If a prospective tenant provides a reusable tenant screening report that meets the following criteria, the landlord may not charge the prospective tenant a fee to access the report or an application screening fee. Those criteria include the following:

(A) the report was prepared within the previous 30 days by a consumer credit reporting agency at the request and expense of a prospective tenant;

(B) the report is made directly available to a landlord for use in the rental application process or is provided through a third-party website that regularly engages in the business of providing a reusable tenant screening report and complies with all State and federal laws pertaining to use and disclosure of information contained in a consumer report by a consumer credit reporting agency;

(C) the report is available to the landlord at no cost to access or use; and

(D) the report includes all of the criteria consistently being used by the landlord in the screening of prospective tenants.

(2) A landlord may require an applicant to state that there has not been a material change to the information in the reusable tenant screening report.

(c) If an ordinance, resolution, regulation, administrative action, initiative, or other policy adopted by a unit of local government or county conflicts with this Act, the policy that provides greater protections to prospective tenants applies.

(d) Nothing in this Section prohibits a landlord from collecting and processing an application in addition to the report provided, as long as the prospective tenant is not charged an application screening fee for this additional report.

765 ILCS 705/25

Added by P.A. 103-0840, § 5, eff. 1/1/2025.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

Prepaid Rent:

What This Means: No specific statute. Refer to the security deposit rules outlined in 765 ILCS 710/1.

Legal Statute:

No content available

Returned Check Fees:

What This Means: \$25, or all costs & expenses plus attorney's fees.

Legal Statute:

Any person who issues a check or other draft that is not honored upon presentment because the drawer does not have an account with the drawee, or because the drawer does not have sufficient funds in his account, or because the drawer does not have sufficient credit with the drawee, shall be liable in the amount of \$25, or for all costs and expenses, including reasonable attorney's fees, incurred by any person in connection with the collection of the amount for which the check or other draft was written, whichever is greater, and shall be liable for interest upon the amount of the check or other draft at the rate provided in subsection (1) of Section 4 of the Interest Act. Costs and expenses shall include reasonable costs and expenses incurred in the nonlitigated collection of the check or other draft.

A person who undertakes a nonlitigated collection against the person who issued a check or other draft that is not honored upon presentment shall make a written demand by certified mail, return receipt requested, delivered to the last known address of that person in order to become eligible for any costs and expenses in excess of \$25. The written demand shall demand payment within 30 days of the mailing of the demand and shall include notice of liability for the costs and expenses.

A fee or charge not to exceed \$4.50 may be assessed to any person or owner of a commercial checking account or other similar commercial account where a check or other draft that is deposited into the account is dishonored upon presentment because of insufficient funds or because the drawer does not have an account with the drawee; provided, however, that, the limitation on the fee or charge specified in this paragraph does not apply to any fee or charge assessed to any bank or other depository institution or to any non-commercial checking account or other similar non-commercial account.

810 ILCS 5/3-806

P.A. 87-582; 87-624.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: No statute

Legal Statute:

No content available

Tenant Allowed to Repair and Deduct Rent:

What This Means: Yes

Legal Statute:

If a repair is required under a residential lease agreement or required under a law, administrative rule, or local ordinance or regulation, and the reasonable cost of the repair does not exceed the lesser of \$500 or one-half of the monthly rent, the tenant may notify the landlord in writing by registered or certified mail or other restricted delivery service to the address of the landlord or an agent of the landlord as indicated on the lease agreement; if an address is not listed, the tenant may send notice to the landlord's last known address of the tenant's intention to have the repair made at the landlord's expense. If the landlord fails to make the repair within 14 days after being notified by the tenant as provided above or more promptly as conditions require in the case of an emergency, the tenant may have the repair made in a workmanlike manner and in compliance with the appropriate law, administrative rule, or local ordinance or regulation. Emergencies include conditions that will cause irreparable harm to the apartment or any fixture attached to the apartment if not immediately repaired or any condition that poses an immediate threat to the health or safety of any occupant of the dwelling or any common area. After submitting to the landlord a paid bill from an appropriate tradesman or supplier unrelated to the tenant, the tenant may deduct from his or her rent the amount of the bill, not to exceed the limits specified by this Section and not to exceed the reasonable price then customarily charged for the repair. If not clearly indicated on the bill submitted by the tenant, the tenant shall also provide to the landlord in writing, at the time of the submission of the bill, the name, address, and telephone number for the tradesman or supplier that provided the repair services. A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or another person on the premises with the tenant's consent.

765 ILCS 742/5

Added by P.A. 093-0891, § 5, eff. 1/1/2005.

Self-Help Evictions:

What This Means: No state-wide statute. Usually it's not allowed and the landlord may be liable.

Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: No state-wide statute. However, there may be specifications in the lease agreement.

Legal Statute:

No content available

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: Yes

Legal Statute:

After January 1, 1984, a landlord or his or her agent shall take reasonable measures to mitigate the damages recoverable against a defaulting lessee.

735 ILCS 5/9-213.1

P.A. 84-1043.

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: 60-day notice required.

Legal Statute:

Except as provided in Section 9-206 and Section 9-207.5 of this Act, in all cases of tenancy from year to year, 60 days' notice, in writing, shall be sufficient to terminate the tenancy at the end of the year. The notice may be given at any time within 4 months preceding the last 60 days of the year.

735 ILCS 5/9-205

P.A. 82-280.Amended by P.A. 098-0514,§ 5, eff. 11/19/2013.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: 7-day notice required.

Legal Statute:

(a) Except as provided in Section 9-207.5 of this Code, in all cases of tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 7 days' notice, in writing, and may maintain an action for eviction or ejectment.

(b) Except as provided in Section 9-207.5 of this Code, in all cases of tenancy for any term less than one year, other than tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 30 days' notice, in writing, and may maintain an action for eviction or ejectment.

735 ILCS 5/9-207

P.A. 82-280.Amended by P.A. 100-0173,§ 30, eff. 1/1/2018.Amended by P.A. 098-0514,§ 5, eff. 11/19/2013.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 30-day notice required.

Legal Statute:

(a) Except as provided in Section 9-207.5 of this Code, in all cases of tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 7 days' notice, in writing, and may maintain an action for eviction or ejectment.

(b) Except as provided in Section 9-207.5 of this Code, in all cases of tenancy for any term less than one year, other than tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 30 days' notice, in writing, and may maintain an action for eviction or ejectment.

735 ILCS 5/9-207

P.A. 82-280.Amended by P.A. 100-0173,§ 30, eff. 1/1/2018.Amended by P.A. 098-0514,§ 5, eff. 11/19/2013.

Notice to Terminate Lease due to Sale of Property:

What This Means: 90-day notice required.

Legal Statute:

(a) A mortgagee, receiver, holder of the certificate of sale, holder of the deed issued pursuant to that certificate, or, if no certificate or deed was issued, the purchaser at a judicial sale under Section 15-1507 of this Code, who assumes control of the residential real estate in foreclosure, as defined in Section 15-1225 of this Code, may terminate a bona fide lease, as defined in Section 15-1224 of this Code, only:

(i) at the end of the term of the bona fide lease, by no less than 90 days' written notice or

(ii) in the case of a bona fide lease that is for a month-to-month or week-to-week term, by no less than 90 days' written notice.

(b) Notwithstanding the provisions of subsection (a) of this Section, an individual who assumes control of residential real estate in foreclosure pursuant to a judicial sale and who will occupy a dwelling unit of the residential real estate in foreclosure as his or her primary residence may terminate the bona fide lease for the dwelling unit subject to the 90-day notice requirement of subsection (a) of this Section.

(c) Nothing in this Section or Section 15-1224 of this Code shall abrogate the rights of a mortgagee, receiver, holder of the certificate of sale, holder of the deed issued pursuant to that certificate, or, if no certificate or deed was issued, the purchaser at a judicial sale, who assumes control of the residential real estate in foreclosure to terminate a bona fide lease of a dwelling unit in residential real estate in foreclosure under Section 9-118, 9-119, 9-120, 9-201, 9-202, 9-203, 9-204, 9-209, or 9-210 of this Code.

735 ILCS 5/9-207.5

Added by P.A. 098-0514, § 5, eff. 11/19/2013.

Notice of date/time of Move-Out Inspection:

What This Means: No statute. Local ordinances may vary

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: 5-day notice to remedy or quit

Legal Statute:

A landlord or his or her agent may, any time after rent is due, demand payment thereof and notify the tenant, in writing, that unless payment is made within a time mentioned in such notice, not less than 5 days after service thereof, the lease will be terminated. If the tenant does not pay the rent due within the time stated in the notice under this Section, the landlord may consider the lease ended and commence an eviction or ejectment action without further notice or demand. A claim for rent may be joined in the complaint, including a request for the pro rata amount of rent due for any period that a judgment is stayed, and a judgment obtained for the amount of rent found due, in any action or proceeding brought, in an eviction action under this Section.

Notice made pursuant to this Section shall, as hereinafter stated, not be invalidated by payments of past due rent demanded in the notice, when the payments do not, at the end of the notice period, total the amount demanded in the notice. The landlord may, however, agree in writing to continue the lease in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state:

"Only FULL PAYMENT of the rent demanded in this notice will waive the landlord's right to terminate the lease under this notice, unless the landlord agrees in writing to continue the lease in exchange for receiving partial payment."

Collection by the landlord of past rent due after the filing of a suit for eviction or ejectment pursuant to failure of the tenant to pay the rent demanded in the notice shall not invalidate the suit.

735 ILCS 5/9-209

P.A. 83-1398. Amended by P.A. 100-0173, § 30, eff. 1/1/2018. Amended by P.A. 097-0247, § 5, eff. 1/1/2012.

Notice for Lease Violation:

What This Means: 10-day notice

Legal Statute:

When default is made in any of the terms of a lease, it is not necessary to give more than 10 days' notice to quit, or of the termination of such tenancy, and the same may be terminated on giving such notice to quit at any time after such default in any of the terms of such lease. Such notice may be substantially in the following form:

"To A.B.: You are hereby notified that in consequence of your default in (here insert the character of the default) of the premises now occupied by you, being, etc., (here describe the premises) I have elected to terminate your lease, and you are hereby notified to quit and deliver up possession of the same to me within 10 days of this date (dated, etc.)."

The notice is to be signed by the lessor or his or her agent, and no other notice or demand of possession or termination of such tenancy is necessary.

735 ILCS 5/9-210

P.A. 82-280.

Required Notice before Entry:

What This Means: No state-wide statute. However, local ordinances may vary. Common practice is giving 24-48 hour notice.

Legal Statute:

No content available

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: No statute. Local ordinances may vary

Legal Statute:

No content available

Emergency Entry Allowed without Notice:

What This Means: No statute. Local ordinances may vary

Legal Statute:

No content available

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute. Local ordinances may vary

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: No statute. Local ordinances may vary

Legal Statute:

No content available

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: No statute. Local ordinances may vary

Legal Statute:

No content available

Utility Shut-offs Allowed:

What This Means: Not allowed unless it's a temporary shut off in case of an emergency.

Legal Statute:

No landlord shall cause or request utility service to tenants to be interrupted, discontinued, or terminated in an occupied building (i) by nonpayment of utility bills for which the landlord has assumed responsibility by agreement or by implication (such as where the utilities are master metered) or (ii) by tampering with equipment or lines. This Section does not prohibit temporary utility shutoffs in cases of emergencies such as gas leaks or fire or, upon 7 days written notice to each affected tenant, temporary shutoffs required for building repairs or rehabilitation.

765 ILCS 735/1.4

P.A. 87-177; 87-895.

Electronic Notices Allowed:

What This Means: No statute

Legal Statute:

No content available

Quick Reference Guide

Key Illinois Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Illinois.

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Links To Statutes

- [765 ILCS 710/1](#) – Statement of damage
- [765 ILCS 710\(c\)](#) – Statement of damage
- [765 ILCS 715/1](#)
- [765 ILCS 715/2](#)
- [735 ILCS 5/9-102](#) – When action may be maintained
- [735 ILCS 5/9-205](#) – Notice to terminate tenancy from year to year
- [735 ILCS 5/9-207\(a\)](#) – Notice to Terminate a Week-to-Week Lease
- [735 ILCS 5/9-207\(b\)](#) – Notice to Terminate a Month-to-Month Lease
- [735 ILCS 5/9-207.5](#) – Termination of bona fide leases in residential real estate in foreclosure
- [735 ILCS 5/9-209](#) – Demand for rent – eviction action
- [735 ILCS 5/9-210](#) – Notice to quit
- [735 ILCS 5/9-213.1](#) – Duty of landlord to mitigate damages

- [735 ILCS 5/9-318](#) – Seizure of Crops for Unpaid Rent
- [765 ILCS 705/25](#) – (Text of Section from P.A. 103-840) Disclosure of potential flooding in rental and lease agreements
- [765 ILCS 735/1.4](#) – Prohibition on termination of utility service by landlord
- [765 ILCS 750/1](#) – Short Title
- [765 ILCS 750/5](#) – Purpose
- [765 ILCS 740/5](#) – Disclosure of utility payments included in rent
- [765 ILCS 742/5](#) – Repair; deduction from rent
- [765 ILCS 750/20](#) – Change of Locks
- [765 ILCS 750/27](#) – Nondisclosure, Confidentiality, and Privilege
- [765 ILCS 720/1](#) – [Repealed Effective 1/1/2025]
- [770 ILCS 95/7.10](#) – Late Fees
- [420 ILCS 46/26](#) – Disclosure of radon hazard to current and prospective tenants
- 810 ILCS 5/3-806
- [765 ILCS 705/25\(b\)](#) – Application Fees
- [765 ILCS 710/1.2](#) –
- [765 ILCS 750/15](#) – Domestic Violence Situations
- [765 ILCS 735/1.1](#) – Landlord's Duties
- [Chicago Municipal Code 5-12-070](#) – Landlord's responsibility to maintain
- [760 ILCS 735/1.2](#) – Tenant's Duties
- [765 ILCS 720](#) – Retaliation