

! IMPORTANT — READ FIRST

This cover sheet is **for information purposes ONLY**.

Do **NOT** send this page to your landlord. Only send the attached letter once filled out.

INFORMATION PAGE FOR REPAIRS DEMAND

For Tenants in Evanston

Who should use this sample repairs demand letter?

Tenants in Evanston whose landlord has failed to maintain their rental unit in compliance with the lease and the Evanston Residential Landlord and Tenant Ordinance (RLTO).

If you're not sure you are protected by the Evanston RLTO, visit rentervention.com.

What are my options?

If your landlord does not correct the problems within **10 days**, you may choose **one** of these remedies (Evanston RLTO § 5-3-7-3, § 5-3-7-1):

Option 1: Withhold Part of Your Rent

- You can keep back some of your rent to match how much less valuable your unit is while the problem continues.
- This option is available **only if the City of Evanston has cited the condition as a code violation**.
- Judges may disagree about what amount is “reasonable,” so be careful.
- Risk: If you are behind on rent (or become behind later), this option could increase the chance of eviction.

Option 2: Repair and Deduct

- You can pay for the repair yourself and subtract the cost from rent.
- This applies only if the repair is minor (up to \$500 or ½ month's rent, whichever is more).
- The repair must be done professionally, and you must give your landlord a paid receipt.

Option 3: End Your Lease Early

- If your landlord does not fix the problem within 10 days, you can legally move out.
- You must move out within **30 days after the 10-day period ends**, or your lease continues.
- Risk: Even if termination is lawful, landlords sometimes try to collect money file in small claims court. To learn more, visit <https://help.rentervention.com/article/505-what-happens-after-a-tenant-terminates-a-lease-based-off-the-evanston-rlto>.

What do I do with this letter?

Fill in the blanks, check the boxes that apply, sign it, and give it to your landlord. Keep a copy.

Important to Know

- These remedies only apply if your rent is current and the problem was not caused by you, your family, or your guests.
- This letter creates a record to protect you in court, but if used incorrectly, it could also carry risks.
- Retaliation is illegal (§ 5-3-9-1): If your landlord raises rent, cuts services, files eviction, or refuses renewal within 1 year, the law presumes retaliation.

Landlord's Name: Evanston Property Management
Landlord's Address: 1611 Chicago Ave, Evanston, IL 60201
Phone: [\(847\) 440-3888](tel:8474403888)

Subject: Repairs Demand under Evanston RLTO

Date: 12/19/2025

Sent via: ☒ Email ☐ Text ☐ Mail ☐ Certified Mail

Dear Evanston Property Management,

I (Tiara Israel) am the tenant at 1010 Main St, Evanston, IL 60201 Unit 3G. This letter is to notify you that there are conditions in the unit that violate § 5-3-5-3(A) of the Evanston Residential Landlord and Tenant Ordinance (RLTO). The problems are violations of the Evanston RLTO and/or my rental agreement and render the premises not reasonably fit and habitable.

Area of Building or Unit: Entire building/property

Issues: Unauthorized Access and Ongoing Safety Risks

Explanation of the problem: Unhoused individuals have repeatedly gained unauthorized access to the building, including common areas and residential spaces. This has resulted in multiple incidents requiring police involvement and the filing of police reports. Despite these documented events, the building remains unsecured, with no meaningful corrective measures taken to prevent continued access. This ongoing issue creates a persistent safety risk for residents and demonstrates a failure to provide secure premises.

Area of Building or Unit: Entire building/property

Issues: Failure to Secure the Property After Repeated Notice

Explanation of the problem: Management has been made aware of these safety issues on multiple occasions. However, there has been no effective action taken to improve building security, such as repairing or monitoring entry points, enforcing access controls, or increasing safety measures. The lack of response indicates a failure to maintain the property in a safe condition as required by law.

Area of Building or Unit: Unit 3G

Issues: Pest Infestations Creating Uninhabitable Conditions (Bed Bugs and Roaches)

Explanation of the problem: There have been ongoing infestations of bed bugs and roaches within both the building and my individual unit. These infestations indicate serious sanitation and maintenance deficiencies and have resulted in unsanitary living conditions. Exposure to these pests poses health risks, including allergic reactions, skin irritation, and potential illness. The presence of bed bugs and roaches has caused ongoing disruption, emotional distress, and repeated cleaning and mitigation efforts, rendering the unit unsuitable for safe habitation—particularly for a child with disabilities.

Area of Building or Unit: Unit 3G

Issues: Heightened Health and Safety Risk to a Disabled Child

Explanation of the problem: I have a small, disabled child residing in the unit. The combined presence of unsecured access and persistent pest infestations presents a heightened and unacceptable risk to my child's health, safety, and well-being, making continued occupancy unsafe.

If these issues are not fully corrected and rectified within 10 days, I will:

- o Terminate this lease and move out within 30 days after the 10-day period expires. Then, you must return any recoverable security deposit and prepaid rent. Section 5-3-7-1.**

Under the Evanston RLTO, when a landlord fails to maintain the premises in compliance with health, safety, and habitability standards after notice, a tenant is entitled to terminate the lease without penalty. Accordingly, I cannot be held financially responsible for any remaining rent for the balance of the lease term, nor can I be subjected to collection efforts related to the remainder of the lease.

Furthermore, any attempt to report alleged rent owed for the remaining lease term to credit bureaus or to pursue credit collection activity would be improper and contrary to the protections afforded under the Evanston RLTO and applicable law.

Lastly, Be advised that Section 5-3-9-1 prohibits you from retaliating against me for requesting repairs. This includes (but is not limited to) increasing rent, decreasing services, or threatening to bring an eviction lawsuit, or refusing to renew my lease. Any such action within 1 year is presumed to be retaliatory and would entitle me to two times rent or actual damages, plus my reasonable attorneys' fees.

Sincerely,
Tiara Israel
224-723-0224