⚠️ **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 10-DAY NOTICE DISPUTE
For Tenants in Oak Park

Who should use this sample 10-day notice dispute letter?
Tenants in Oak Park received a **10-day notice for a lease violation** from their landlord. These notices say that you broke the lease, and the landlord is threatening to end your lease unless the issue is resolved.

There are **two kinds of violations**:

1. **Curable violations** – things you can fix within 10 days (for example, noise complaints, unauthorized pets, or clutter).
2. **Noncurable violations** – serious allegations, often involving criminal activity or illegal conduct, that the landlord claims cannot be fixed.

Why is this letter important?

- It creates a **written record** that you either **dispute** the allegations or have **cured** them within the 10-day period.
- If your landlord files an eviction case, your written response can help show the court:
    - You cured the problem (if it was curable), or
    - The allegations are false or unproven (if they were noncurable).

How do I use this letter?

1. Fill in your information, the landlord's name, and the date of the 10-day notice.
2. **Sign and send the letter to your landlord within the 10-day period.**
    - Keep a copy for your records.
    - Delivery methods: certified mail, hand delivery with proof, or email/text if your landlord normally communicates that way. A trackable method is best.

Important things to know:

- **Proof matters.** If you cured the violation, keep photos, receipts, or witness statements. If you dispute it, keep copies of all communications.
- **Landlord must prove the case.** Even if you get a 10-day notice, the landlord still has to file an eviction case and convince a judge. Allegations alone are not enough.
- **Retaliation is illegal.** Under the Oak Park Residential Tenant and Landlord Ordinance (RTLO), your landlord cannot retaliate against you for exercising your rights.
- **Criminal allegations carry risk.** If your notice claims a criminal violation, you should not admit anything in writing. You may want legal advice before responding.
- **Court is the final step.** The landlord cannot remove you based on the notice alone. Only a court order can end your tenancy.

If you're not sure you are protected by the Oak Park RTLO, visit rentervention.com.
If you receive an eviction summons, contact Cook County Legal Aid for Housing and Debt at 855-956-5763.

Landlord's Name:
Landlord's Address:
Email:
Phone:

Subject: Response to Lease Violation

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

Dear _____,

I am the tenant at _____ (*Address and Unit #)*. I am writing in response to the 10-day notice you served regarding the following alleged lease violation(s):

_____

_____

_____

By this letter, I notify you that I dispute the validity of the alleged violation(s).

Without admitting the alleged violation(s), I have taken steps **within the 10-day period to ensure the issue will not continue.**

As a result, the rental agreement continues in full force and effect. My lease has not been terminated, and you may not file an eviction lawsuit based on this notice.

If you wish to inspect the premises to confirm, you must provide at least two days' written notice and comply with Section 12-6-8(B) regarding lawful entry.

Under Section 12-6-12, it is unlawful to retaliate against a tenant for exercising their rights. Any such action within 1 year is presumed retaliatory and may entitle me to two times rent or actual damages, plus attorney's fees.

Sincerely,
_____ *(Tenant Signature)*
_____ *(Tenant Name)*
_____ *(Phone)*
_____ *(Email)*