

! 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 LOSS OF ESSENTIAL SERVICES
For Tenants in Oak Park**

Who should use this sample essential services letter?

Tenants in Oak Park whose landlord has failed to provide an essential service in compliance with their lease and the Oak Park Residential Tenant and Landlord Ordinance (RTLO). Essential services include heat, hot water, running water, gas, electricity, plumbing, and internet (if required by the lease).

If you're not sure you are protected by the Oak Park RTLO, visit rentervention.com.

What are my options under the Oak Park RTLO?

If your landlord does not restore services within 24 or 72 hours of receiving written notice, you may choose one of these options:

- **If the landlord does not restore services within 24 hours, you may:**
 - Withhold part of the rent that reflects the reduced value of your unit;
 - Buy reasonable substitute services (like space heaters) and deduct the cost from rent;
 - File a court case and seek damages;
 - Relocate to substitute housing. Rent is not owed while you're gone, and you can recover reasonable costs of housing (up to the monthly rent).
- **If the landlord does not fix the problem within 72 hours, you may:**
 - Terminate the lease,
 - Move out within 30 days after the 72-hour period (or by the end of the next rental period, whichever is longer), and
 - Demand the return of your security deposit.

What do I do with these letters?

- **Letter 1: Demand for Essential Services (24-hour notice)** – Use this to notify the landlord of the outage, give them a chance to fix it, and preserve your right to use short-term remedies.
- **Letter 2: Lease Termination (72-hour notice)** – Use this to warn that if the problem is not fixed within 72 hours, the lease will terminate.
- **Letter 3: Lease Termination Confirmation** – Use if the landlord failed to fix the problem in time, confirms the lease is terminated, and sets your move-out deadline.

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

! Only use these letters if:

- The problem is **not caused by you, your household, or your guests**, and
- The issue is **not due to a utility company's failure** (like a ComEd outage).

Important risks and cautions

- **Document everything.** Keep copies of your letters, proof of delivery, receipts for substitute services, and photos/videos of the outage.
- **Retaliation is illegal:** If your landlord raises rent, reduces services, refuses to renew, or files eviction within 1 year of your letter, the law presumes retaliation. RTLO Section 12-6-12.
- **There are still risks with lawful termination:** The landlord may still make threats of small claims or collections. To learn more, visit <https://help.rentervention.com/article/1003-what-happens-after-a-tenant-terminates-a-lease-based-off-the-oak-park-rtlo>.

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

Subject: Essential Services Demand under Oak Park RTLO

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

Dear _____,

I am the tenant at _____ (*Address and Unit #*). This letter is to notify you that there are conditions in the unit that violate your obligation to provide essential services under § 12-6-5(C) of the Oak Park Residential Tenant and Landlord Ordinance (RTLO). The problems are violations of the Oak Park RTLO and/or my rental agreement and render the premises not reasonably fit and habitable.

Issue

- | | |
|---|---|
| ☐ No heat | ☐ No gas |
| ☐ No running water | ☐ No plumbing |
| ☐ No hot water | ☐ No internet (if required by lease) |
| ☐ No electricity | |

Explanation of the problem: _____

Pursuant to Section 12-6-6(D) of the RTLO, if these issues are not corrected within 24 hours, I will:

- o Withhold from the monthly rent [\$____], which reasonably reflects the reduced value;
- o Procure reasonable amounts of heat, running water, hot water, electricity, gas or plumbing services. After giving you the paid receipts, I will deduct the cost from my rent;
- o File an action and recover damages based on the reduced value of the unit; or
- o Find substitute housing. I will be excused from paying rent during the period of noncompliance. I am entitled to recover the cost of reasonable value of the substitute housing up to an amount equal to the monthly rent and reasonable fees.

Please contact me as soon as possible to correct the condition.

Be advised that Section 12-6-12 prohibits you from retaliating against me for requesting repairs. This includes (but is not limited to) terminating my tenancy, increasing rent, decreasing services, 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,

(Tenant Signature)
(Tenant Name)
(Phone)
(Email)

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

Subject: Essential Services Demand under Oak Park RTLO – Lease Termination

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

Dear _____,

I am the tenant at _____ (*Address and Unit #*). This letter is to notify you that there are conditions in the unit that violate your obligation to provide essential services under § 12-6-5(C) of the Oak Park Residential Tenant and Landlord Ordinance (RTLO). The problems are violations of the Oak Park RTLO and/or my rental agreement and render the premises not reasonably fit and habitable.

Issue

- | | |
|--|--|
| ☐ No heat | ☐ No gas |
| ☐ No running water | ☐ No plumbing |
| ☐ No hot water | ☐ No internet (if required by lease) |
| ☐ No electricity | |

Explanation of the problem: _____

If these issues are not corrected within 72 hours, my lease is terminated, pursuant to Section 12-6-6(D) of the Oak Park RTLO. Then, I will deliver possession to you within 30 days after the expiration of the 72-hour period or the end of the next rental period, whichever is longer.

Please contact me as soon as possible to correct the condition.

Be advised that Section 12-6-12 prohibits you from retaliating against me for requesting repairs. This includes (but is not limited to) terminating my tenancy, increasing rent, decreasing services, 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,

(Tenant Signature)
(Tenant Name)
(Phone)
(Email)

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

Subject: Essential Services Demand under Oak Park RTLO – Lease Termination Confirmation

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

Dear _____,

As you know, I stated in my letter to you on _____ (*Date*) that if, at the end of the 72-hour period from the time of your receipt of my letter, you have failed to correct each of the problems listed in that letter regarding the home I am renting, the lease will terminate.

Pursuant to the Section 12-6-6(D)(2) of the Oak Park Residential Tenant and Landlord Ordinance, I invoke my right to terminate my rental agreement.

This letter is to confirm that you did not correct each of those referenced problems by the end of the 72-hour period. Accordingly, my rental agreement is terminated. I will deliver possession of the dwelling unit to you within 30 days after the expiration of the 72-hour time period. Once I deliver possession, you must immediately return any security deposit held.

Sincerely,

(Tenant Signature)
(Tenant Name)
(Phone)
(Email)