⚠️ **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 FAILURE TO DELIVER POSSESSION
For Tenants in Evanston

Who should use this sample failure to deliver possession letter?
Tenants in Evanston whose landlord did not provide possession of the rental unit on the lease start date in compliance with the lease and the Evanston Residential Landlord and Tenant Ordinance (RLTO).

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

What does "failure to deliver possession" mean?
Under the RLTO § 5-3-7-2, landlords must deliver the unit on the lease start date in a lawful and habitable condition. "Failure to deliver possession" can happen in two ways:

- **No access to the unit** (for example, not given keys, another tenant still in the unit, or workers preventing move-in);
- **Unit not habitable on move-in date** (for example, black mold, no locks or security, no utilities, severe disrepair, or prior tenant's belongings still present).

What are my options under the law?

- **Terminate the lease immediately.** The tenant may send notice and demand the return of prepaid rent and any security deposit.
- **Maintain the lease and demand possession.** Rent does not start until the landlord delivers lawful possession. The tenant may sue for possession and damages.

What do I do with this letter?

1. Fill in the blanks, check the boxes that apply, and sign it.
2. Send it to your landlord by email, text, mail, or certified mail. Keep a copy.
3. If you are terminating, be prepared to return keys immediately and vacate.
4. If your landlord does not comply, consult with an attorney about filing in court.

Important considerations and risks

- **Timing matters.** Courts expect tenants to act promptly. If you wait too long (for example, one month into the lease) before raising this issue, a judge may decide you accepted possession.
- **Serious conditions only.** This remedy is for serious habitability issues or complete lack of access. Minor defects usually fall under repair-and-deduct or rent abatement rules instead.
- **Document everything.** Take photos. Save texts and emails.
- **Risk of litigation.** If you terminate, the landlord may disagree and sue for rent. Your documentation and prompt action will be critical to defending yourself.
- **Example:** In *Stump v. Abraham* (2015 IL App (1st) 143121-U), a Chicago tenant sent a lease termination letter within 5 days of the lease start date when the unit was uninhabitable on move-in day (black mold, security issues, and major disrepair). The court emphasized that she acted promptly and documented the problems.

Landlord's Name:
Landlord's Address:

Subject: Failure to Deliver Possession under Evanston RLTO– Demand for Action

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

Dear _____,

I am a tenant at _____ (*Address and Unit #).* My lease was set to begin on _____ *(Date)*. I am writing to notify you that you have violated your obligation to deliver possession of the unit under Section 5-3-7-2 of the Evanston Residential Landlord and Tenant Ordinance (RLTO).

Landlords must deliver possession of the unit on the lease start date in both lawful and habitable condition. Failure to do so may entitle the tenant to terminate the lease, abate rent, or seek other remedies.

1. The failure to deliver possession occurred in the following way *(check one or both):*

☐ I was **not given access** to the unit at all. I did not receive keys, or someone else (such as a prior tenant or worker) was still occupying the unit.

☐ I was given access, but the unit was **not reasonably fit for living and not in compliance with RLTO § 5-3-5-3 or the lease**. The following serious problems existed:

- Area: _____
  Problem: _____
- Area: _____
  Problem: _____

2. I am choosing the following option (check one):

☐ **I am terminating the lease.** This termination will be effective within five (5) days of your receipt of this notice. I will return any keys if I have them. You must return all prepaid rent and any security deposit.

☐ **I am maintaining the lease and demanding that you deliver lawful possession.** Rent is not owed until you give possession. I may pursue a possession action in court and seek damages (twice the months' rent or twice the actual damages, plus attorney's fees).

Please respond in writing to confirm how you intend to proceed.

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