

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 RETALIATION CONCERNS For Tenants in Suburban Cook County

Who should use these letters?

Tenants in the Cook County suburbs (excluding Evanston, Mount Prospect, and Oak Park) whose landlord has taken action against them **after they exercised their rights** under the Cook County Residential Tenant and Landlord Ordinance (RTLO).

Protected tenant actions include (but are not limited to):

- Requesting repairs or services required by the RTLO or lease;
- Complaining to a government agency about building code or health/safety violations;
- Joining a tenant union or exercising other rights under the RTLO.

Landlord actions that may count as retaliation include:

- Increasing rent;
- Decreasing or cutting off services;
- Threatening eviction or filing an eviction lawsuit;
- Refusing to renew a lease.

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

What are my options?

- **Option 1: Collaborative Compliance Letter** – Use this if you want to remind your landlord of the RTLO rules and request that they comply moving forward.
- **Option 2: Notice of Lease Termination Due to Retaliation** – Allows a tenant to end their lease early.

What do I do with these letters?

- Fill in the blanks, check the boxes that apply, sign, and deliver to the landlord. Keep a copy.
- Letters may be sent by mail, email, text, or delivered in person, but a trackable method is best.

Important risks to understand

- **If you are behind on rent, retaliation protections may not help.** A landlord can defeat a retaliation claim by showing that an eviction or other action is based on nonpayment of rent or another legal reason.
- **Retaliation claims are tricky.** The law creates a “rebuttable presumption” of retaliation. This presumption is a “bursting bubble”: once the landlord offers evidence of a non-retaliatory reason (like nonpayment), the tenant must prove retaliation.
- **Lease termination due to retaliation has risks.** If you move out without paying rent owed, the landlord may threaten small claims or collections. For more info, visit <https://help.rentervention.com/article/836-what-happens-after-a-tenant-breaks-a-lease-using-the-cook-county-rtlo>.
- **Retaliation is usually best raised as a defense in court, not just in a letter.** Letters can help document your position, but courts ultimately decide if retaliation occurred.

What other options do I have?

- Keep careful records of all notices, communications, and receipts.
- Call the local buildings department or township for an inspection.
- Talk with a housing lawyer or legal aid group about your rights.

⚠ Tip: Retaliation claims are fact-specific and often require legal help. Tenants should not assume that sending one of these letters will automatically stop retaliation or guarantee a defense if the landlord files an eviction.

Landlord's Name:
Landlord's Address:

Subject: Unlawful Retaliation under Cook County RTLO – Request for Compliance

Date:
Sent via: Email Text Mail Certified Mail

Dear _____,

I am a tenant at _____ (*Address and Unit #*). I am writing to inform you that your recent actions appear to be **retaliation** for my exercise of rights under the **Cook County Residential Tenant and Landlord Ordinance (RTLO)**.

Under § 42-812 of the RTLO, it is unlawful to retaliate against a tenant for exercising their rights. This includes (but is not limited to) terminating my tenancy, increasing rent, decreasing services, threatening eviction, or refusing to renew my lease. Any such action within 1 year is presumed to be retaliatory.

1. I have recently exercised the following legal right(s) provided by law:

- Requested repairs
- Reported code violations or building issues to the local governmental agency
- Testified in court about the conditions
- Sent a letter asserting my rights under the RTLO
- Joined with other tenants to organize or take collective action

2. After doing so, the following happened (check all that apply):

- You issued a notice to terminate my lease
- You increased my rent
- You decreased services or made living conditions worse
- You refused to renew my lease
- You threatened or filed an eviction case

These actions occurred after I exercised my rights, so they are presumed retaliatory under the RTLO. Additionally, I am not in violation of my lease terms and am current on rent.

Request for Compliance:

I request that you withdraw any retaliatory actions and restore any services or lease rights that were removed. If you continue this behavior, I may pursue the full range of remedies available.

Legal Remedies May Include:

- A defense to an eviction case
- Lease termination (including return of all recoverable security deposit and prepaid rent)
- Compensation (twice the month's rent or twice the actual damages) and attorney's fees

Please respond in writing confirming that you will stop all retaliatory conduct.

Sincerely,

(*Tenant Signature*)

(*Tenant Name*)

(*Phone*)

(*Email*)

Landlord's Name:
Landlord's Address:

Subject: Tenant's Notice of Lease Termination Due to Retaliation (Cook County RTLO § 42-812)

Date:
Sent via: Email Text Mail Certified Mail

Dear _____,

I am a tenant at _____ (*Address and Unit #*). I am writing to notify you that I am terminating my rental agreement due to retaliation in violation of the Cook County Residential Tenant and Landlord Ordinance (RTLO), § 42-812.

1. On or around _____, I recently exercised the following legal right(s) provided by law:

- Requested repairs
- Reported code violations or building issues to the local governmental agency
- Testified in court about the conditions
- Sent a letter asserting my rights under the RTLO
- Joined with other tenants to organize or take collective action

2. After doing so, the following happened (check all that apply):

- You served me with a notice to terminate my lease
- You increased my rent
- You decreased services or made living conditions worse
- You refused to renew my lease
- You threatened or filed an eviction case

These actions occurred after I exercised my rights, so they are presumed retaliatory under the RLTO. Additionally, I am not in violation of my lease terms and am current on rent.

Pursuant to § 42-812(B)(2), I am exercising my right to terminate the rental agreement. My lease will terminate on _____ (*insert date that is no more than one month after this notice or at the end of the next rental period, whichever is longer*). I will vacate the property by that date.

As required by law, you must return any security deposit and prepaid rent within three (3) days after I tender possession of the unit.

Sincerely,

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