

! 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 ILLEGAL LOCKOUTS
For Tenants in Evanston

Who should use this sample landlord entry letter?

Tenants in Evanston who have been illegally locked out of their unit by their landlord.

What is an illegal lockout?

An illegal lockout is when your landlord tries to prevent you from living in or accessing your unit. Your landlord can NOT:

- Change, remove or add locks;
- Remove or block doors and windows;
- Remove appliances or fixtures;
- Cut off utility services like electricity, gas, heat, & water;
- Remove personal property;
- Cause injury to you or your property;
- Threaten to do any of the above

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 for yourself.

What other options do I have if my landlord doesn't stop the illegal lockout?

Call the local police department and ask the officer to resolve the lockout.

Call the local building department or township.

Contact a legal services attorney or tenant advocacy group.

Terminate the lease with a written notice within 3 days of the violation. However, there are risks involved, so visit

<https://help.rentervention.com/article/505-what-happens-after-a-tenant-terminates-a-lease-based-off-the-evanston-rlto>.

Important Note on Retaliation

The Evanston Residential Landlord and Tenant Ordinance (§ 5-3-9-1) makes it unlawful for your landlord to retaliate against you for exercising your rights. Retaliation includes rent hikes, service cutbacks, refusing to renew your lease, or eviction threats. Actions taken within one year are presumed retaliatory.

Landlord's Name:
Landlord's Address:

Subject: Unlawful Lockout – Immediate Demand to Restore Access

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

Dear _____,

I am a tenant at _____ (*Address and Unit #*). I am writing to notify you of an illegal lockout that happened on or around _____ (*Date*).

This lockout is against the law. Under the Evanston Residential Landlord and Tenant Ordinance Section 5-3-12-1, lockouts are illegal. Lockouts are any action or threat by a landlord that prevent a tenant from living in or accessing their unit.

The illegal lockout that happened included (*Check any that apply*):

- ☐ Removing or adding locks
- ☐ Removing or blocking doors and windows
- ☐ Interfering with utilities such as electricity, gas, hot or cold water, plumbing, heat, telephone service, or internet
- ☐ Removing personal property
- ☐ Removing appliances
- ☐ Causing injury to a tenant or their property

Even if rent is owed, you cannot remove a tenant without a court order and Sheriff enforcement. Self-help evictions are illegal.

Legal Consequences of an Illegal Lockout:

- A court may order you to restore possession.
- You may be ordered to pay a money judgment of two months' rent or twice the actual damages that I've suffered (whichever is greater), plus attorney's fees.
- I can terminate the lease within 3 days of the violation. Then, you must return prepaid rent and any security deposit.

I demand that you immediately stop this illegal lockout and restore access to my home.

Sincerely,

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

Landlord's Name:

Landlord's Address:

Subject: Tenant's Notice of Lease Termination Due to Illegal Lockout (Evanston RLTO § 5-3-12-5)

Date:

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

Dear _____,

I am a tenant at _____ (Address and Unit #). On or around _____, you or someone acting on your behalf violated my rights under Evanston Residential Landlord and Tenant Ordinance (RLTO) § 5-3-12-1 by unlawfully excluding me from my rental unit.

Examples of illegal lockouts under the Evanston RLTO include:

- Changing, removing, or adding locks;
- Blocking doors or windows;
- Cutting off utilities such as heat, water, gas, or electricity;
- Removing appliances, fixtures, or personal property;
- Threatening to do any of the above.

Pursuant to Evanston RLTO § 5-3-12-5, I am exercising my right to terminate the rental agreement within 3 days of the violation. This termination is effective immediately upon your receipt of this notice.

Because the lease is terminated under law, you must return all recoverable security deposits and prepaid rent in accordance with the Evanston RLTO.

Please confirm in writing that you have received this notice and will promptly return any funds owed to me.

Sincerely,

(Tenant Signature)

(Tenant Name)

(Phone)

(Email)