

**⚠ 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 Evanston**

**Who should use this sample essential services letter?**

Tenants in Evanston whose landlord has failed to provide an essential service in compliance with their lease and the Evanston Residential Landlord and Tenant Ordinance (RLTO). Essential services include heat, hot water, running water, gas, electricity, plumbing, air conditioning, and internet service.

If you're not sure you are protected by the Evanston RLTO, visit [rentervention.com](http://rentervention.com).

**What are my options under the Evanston RLTO?**

Under the **Evanston Residential Landlord and Tenant Ordinance (RLTO) § 5-3-7-4**, landlords must provide essential services. If they fail, you must send a written demand and choose one remedy.

• **Immediately available remedies after giving written notice:**

- o Buy reasonable substitute services (like space heaters or bottled water) and deduct the cost from rent;
- o File a court case for damages;
- o 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).

• **Available 7 days after giving written notice** (if the issue isn't fixed):

- o Terminate the lease and move out.

⚠ Once you choose, you may not also withhold rent or use "repair-and-deduct" for the same issue.

**What do I do with these letters?**

- **Letter 1: Demand for Essential Services** – Use this to notify the landlord of the outage, give them a chance to fix it, and preserve your right to use legal remedies.
- **Letter 2: 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:** Evanston RLTO § 5-3-9-1 bans retaliation. If your landlord raises rent, cuts services, files eviction, or refuses renewal within 1 year of your notice, the law presumes retaliation. If your landlord retaliates, you may be able to raise this as a defense in eviction court, and you may also sue for damages.
- **There are still risks with lawful termination:** Even if your termination is lawful, your landlord might still dispute it or pursue claims in small claims court or collections. To learn more, visit

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

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

**Subject: Essential Services Demand under Evanston RLTO**

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 § 5-3-7-4 of the Evanston Residential Landlord and Tenant Ordinance (RLTO). The problems are violations of the Evanston RLTO and/or my rental agreement and render the premises not reasonably fit and habitable.

**Issue**

- |   |  |
|---|--|
| <input type="checkbox"/> No heat          | <input type="checkbox"/> No gas              |
| <input type="checkbox"/> No running water | <input type="checkbox"/> No plumbing         |
| <input type="checkbox"/> No hot water     | <input type="checkbox"/> No air conditioning |
| <input type="checkbox"/> No electricity   | <input type="checkbox"/> No internet         |

Explanation of the problem: \_\_\_\_\_

\_\_\_\_\_

If these issues are not corrected, I will (***Check one***):

- ☐ Pay for the missing service and deduct the cost from the next rent payment. If the costs exceed one month's rent, then I can deduct the remainder from future months of rent until the service is restored;
- ☐ File an action and recover damages based on the reduced value of the unit; or
- ☐ 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 attorney's fees.
- ☐ Terminate this lease within 7 days from deliver of this notice.

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

Be advised that Section 5-3-9-1 prohibits you from retaliating against me for requesting repairs. This includes (but is not limited to) increasing rent, decreasing services, or 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 Evanston RLTO – 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 7-day 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 5-3-7-4(A)(1) of the Evanston Residential Landlord and Tenant 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 7-day period. Accordingly, my rental agreement is terminated. You must return any security deposit held within 48 hours.

Sincerely,  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Tenant Signature)*  
*(Tenant Name)*  
*(Phone)*  
*(Email)*