

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 REPAIRS DEMAND
For Tenants in Illinois

Who should use this sample repairs demand letter?

Tenants in Illinois who are not covered by a local landlord-tenant ordinance (like Chicago, Evanston, Cook County, Oak Park, or Mount Prospect) and who need a **minor repair** costing less than **\$500 or half a month's rent (whichever is less)**.

This law does **not** apply if you live in:

- Public housing
- Condominiums
- Residential cooperatives
- Owner-occupied buildings with 6 or fewer units
- Mobile homes
- Non-residential tenancies

Your Rights Under the Act (765 ILCS 742/5)

If your landlord does not make the repair **within 14 days** after getting this notice—or immediately in case of an emergency (like no heat, flooding, or a health/safety threat)—you may:

- Hire a licensed, insured professional to make the repair.
- Pay for the repair yourself.
- Deduct the cost from your next rent payment (lesser of **\$500 or half a month's rent**).



Limits:

- Repairs must be done in a **workmanlike manner** and follow all laws/codes.
- You must submit a **paid receipt** to your landlord, and provide the contractor's name, address, and phone number if it's not listed on the bill.
- The tradesman cannot be you, your family, or someone with a conflict of interest.

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.

The law requires that you send this repair demand letter by:

- Registered mail or certified mail (so you have proof of delivery).
- Send it to the landlord's address (or agent's address) listed in your lease. If none is listed, send it to the landlord's last known address.

Important to Know

- You **cannot withhold rent** or terminate your lease under this law.
- You cannot use this as a defense to eviction unless you have followed the law exactly (notice by certified/registered mail, licensed contractor, within cost limits, etc.).
- Mechanics lien laws still apply—the contractor is not considered to be working with the landlord's permission. You are responsible for any damages caused by the contractor you hire.
- These remedies only apply if your rent is current and the problem was not caused by you, your family, or your guests.
- Retaliation is illegal: Under 765 ILCS 721/5, your landlord to retaliate against you for exercising your rights. Retaliation includes rent hikes, service cutbacks, refusing to renew your lease, or eviction threats.

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Subject: Repairs Demand under Illinois Residential Tenants' Right to Repair Act

Date: 10/11/2025

Sent via: ☐ Registered mail ☐ Certified Mail

Dear 33 Management/,

I am the tenant at 112 Surrey Dr, Glen Ellyn IL 60137. This letter constitutes as a formal demand for immediate action to address conditions in the unit that violate my rental agreement and render the premises not reasonably fit and habitable.

Area of Building or Unit: Bathroom

Issues: Water Leak and Mold Damage

Explanation of the problem: Water leak from tub faucet originating from before I began occupying the space 9/11/2025. As a direct result of the ongoing water exposure, a visible mold infestation has developed.. The mold is located on the sides and bottom of the tub surrounding the leaking faucet. Despite my attempts to clean and contain the mold, it is spreading to my mat and towels contaminating my personal property. This poses a significant health risk and is causing further damage to the property unit.

Area of Building or Unit: Dining Room

Issues: Lack of Electricity

Explanation of the problem: The dining room has been without working electricity since 9/19/2025, rendering it unusable and unsafe. This lack of electricity is a violation of my lease agreement and also poses a safety hazard.

Management and maintenance have been properly notified on multiple occasions through various avenues since 9/11/2025. Attempts for contact have been made through the call center at 773-327-4957, Email at Metro1@33management.com, resident portal, and via text message, all correspondence is documented. As the tenant, I've followed all the steps given within my Lease Rider, Additional Terms, Covenants, and Agreements. I insist that you arrange for a qualified professional to A. Repair the source of the leak B. Conduct a thorough mold inspection. C. Implement a comprehensive mold remediation plan. D. Repair any and all damage caused by the leak and mold. As well as, repair the electrical system in the dining room of the property. I expect a written response outlining your plan of action within 14 days of the date of this letter. If the necessary repairs and remediation are not commenced within that timeframe, I will be forced to protect my rights and interests. This may include exercising my right to repair and deduct.

I will pay for the repair, which costs no more than \$500 or ½ month's rent (whichever is less). Then, I will submit a bill to you and deduct it from my rent. Per Residential Tenants' Right to Repair Act 765 ILCS 742/5.

As I'm sure you're aware, The **Illinois Landlord Retaliation Act (765 ILCS 721/5)** prohibits you from retaliating against me for requesting repairs. Retaliation can include raising the rent, reducing services, refusing to renew my lease, or threatening eviction. Any such action within one year is presumed retaliatory and may entitle me to two times rent or actual damages, plus attorney's fees.

Sincerely,

Alexandria Merkersen
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