

! 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 LANDLORD ENTRY
For Tenants in Mount Prospect**

Who should use this sample landlord entry letter?

Tenants in Mount Prospect whose landlord or landlord's agent entered their rental unit without following the Mount Prospect Residential Landlord and Tenant Regulations.

If you're not sure you are protected by the Mount Prospect Landlord and Tenant Regulations, visit rentervention.com.

What is an unlawful entry?

Under the Mount Prospect Landlord and Tenant Regulations Section 23.1806(E), your landlord may only enter your unit for limited reasons, such as making repairs, inspections with the Village, showing the unit, or emergencies. Except for emergencies, the landlord must:

- Give reasonable notice, and
- Enter only at reasonable times (if at all practical between 8:00 a.m. and 8:00 p.m., unless you request another time).

Any entry without proper notice, for an unpermitted reason, or in a harassing or unreasonable manner may be unlawful.

What do I do with this letter?

- **Option 1: Collaborative Compliance Letter** – Use this if you want to remind your landlord of the RLTO rules and request that they comply moving forward.
- **Option 2: 14-Day Termination Letter** – Use this if the unlawful entry is serious and you want to warn your landlord that you may end your lease if the issue is not fixed within 14 days.

Fill in the blanks, check the boxes that apply, sign it, and give it to your landlord. Keep a copy.

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

- Contact a legal services attorney or tenant advocacy group.
- If the entries continue, you may file a case in court to enforce your rights under the RLTO.
- Terminate the lease with the 14-Day letter. However, there are risks involved, so visit <https://help.rentervention.com/article/525-what-happens-after-a-tenant-terminates-a-lease-based-off-the-mount-prospect-regulations>.

Important Note on Retaliation

Section 23.1809 prohibits retaliation against you for exercising your rights. Retaliation includes rent hikes, service cutbacks, refusing to renew your lease, or eviction threats.

Landlord's Name:
Landlord's Address:

Subject: Notice of Unlawful Entry or Harassment – Request for Compliance

Date:

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

Dear _____,

I am a tenant at _____ (*Address and Unit #*). I am writing to raise concerns about entry into my rental unit. On or around _____, you or your agent entered my rental unit, or attempted to do so, in a way that does not comply with Mount Prospect law.

Under Mount Prospect Landlord and Tenant Regulations § 23.1806(E), landlords may enter:

- To conduct a necessary inspection of the premises;
- With the Village during the authorized annual license inspection or during the investigation of a complaint of code violations;
- To make necessary or agreed repairs, services, or improvements;
- To show the unit to prospective tenants or purchasers;
- In case of emergency.

Landlords must provide **reasonable notice** before entering and must do so only at reasonable times (if practical between 8:00 AM and 8:00 PM). Entry must not be harassing or abusive.

This letter concerns one or more of the following violations:

- ☐ Entry without reasonable notice;
- ☐ Entry without a lawful reason;
- ☐ Entry at an unreasonable time or in a disruptive manner;
- ☐ Repeated entry or demands that amount to harassment.

I respectfully request your cooperation in ensuring that all entries comply with the notice and purpose requirements under Mount Prospect law.

Legal Remedies

If entries continue to violate the law, I may need to consider remedies available:

- An order from court (injunction);
- Lease termination;
- Monetary damages equal to two months' rent, actual damages, court costs, and fees.

Protection from Retaliation

§ 23.1809 prohibits landlords from retaliating against tenants for using their rights. Retaliation can include increasing rent, cutting services, and threatening eviction. Any such action without justifiable cause is retaliatory and would entitle me to damages, costs, and fees.

I hope we can work this out. Please confirm in writing that future entries will follow the law.

Sincerely,

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

Landlord's Name:

Landlord's Address:

Subject: 14-Day Notice of Lease Termination – Unlawful Entry

Date:

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

Dear _____,

I am a tenant at _____ (Address and Unit #). I am writing regarding your entry into my rental unit on or around _____. The entry was unlawful under the Mount Prospect Landlord and Tenant Regulations Section 23.1806(E) because:

- ☐ You did not provide the required reasonable notice.
- ☐ The entry was not for a permitted purpose under the Mount Prospect law.
- ☐ The entry was conducted in an unreasonable manner.
- ☐ Repeated entry requests have amounted to harassment.

Notice of Termination

This conduct constitutes a material noncompliance with the rental agreement and with Section 23.1806(E). I am giving you this **14-day written notice**. If the unlawful entry conduct is not remedied within 14 days of receiving this letter, my lease will terminate on the 14th day.

If the violation is remedied within the 14-day period, the lease will remain in effect. If not, I will move out within 30 days after the termination date, and you must return my security deposit and any prepaid rent as required by law.

Sincerely,

_____ (Tenant Signature)

_____ (Tenant Name)

_____ (Phone)

_____ (Email)