

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 Evanston

Who should use these letters?

Tenants in Evanston whose landlord has taken action against them **after they exercised their rights** under the Evanston Residential Landlord and Tenant Ordinance (RLTO).

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

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

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 Evanston RLTO, visit rentervention.com.

What are my options?

- **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: 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 if a landlord acts against a tenant within one year of a tenant exercising their rights. But 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/505-what-happens-after-a-tenant-terminates-a-lease-based-off-the-evanston-rlto>.
- **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 311 to request a building inspection if you believe the landlord is violating housing codes.
- 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 Evanston RLTO – Demand to Cease

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 under the Evanston Residential Landlord and Tenant Ordinance (RLTO). Under § 5-3-9-1 of the RLTO, it is unlawful to retaliate against a tenant for exercising their rights.

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
- ☐ Asked for help from a community organization (e.g., legal aid or news media) to remedy a code violation or questionable landlord practice
- ☐ Testified in court about the conditions
- ☐ Sent a letter asserting my rights under the RLTO
- ☐ Exercised or tried to exercise my rights under the Illinois Safe Homes Act
- ☐ Joined with other tenants to organize or take collective action

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

- ☐ 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.

Request for Compliance: I request that you withdraw any retaliatory actions and restore any services or lease rights. If you continue this behavior, I may pursue the full range of remedies.

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 (Evanston RLTO)

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 Evanston Residential Landlord and Tenant Ordinance (RLTO), § 5-3-9-1.

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
- ☐ Asked for help from a community organization (e.g., legal aid or news media) to remedy a code violation or questionable landlord practice
- ☐ Testified in court about the conditions
- ☐ Sent a letter asserting my rights under the RLTO
- ☐ Exercised or tried to exercise my rights under the Illinois Safe Homes Act
- ☐ 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 § 5-3-9-1(B), 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 following § 5-3-5-1.

Sincerely,

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