

⚠ 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 UTILITY TAP CONCERNS

For Tenants in Illinois

Who should use this sample utility tap concern letter?

Tenants in Illinois who believe they are being billed for utilities in violation of the Illinois Rental Property Utility Service Act (RPUSA), 765 ILCS 735/1.2. This often happens when a landlord makes a tenant responsible for a “tap” or meter that covers more than just the tenant’s unit.

What is a utility billing violation under RPUSA?

A landlord may not shift utility costs to a tenant without first giving specific written disclosures and documents. For example:

- You must receive a written statement explaining what your meter covers (your unit only, or also common areas/other units).
- You must receive the last 12 months of utility bills if you will be paying for service that covers more than your unit.
- You must be told in writing if you are expected to collect money from other tenants whose usage appears on your bill.
- You must receive a rent discount or credit if you are paying for usage that benefits common areas or other tenants.
- If utilities are being shifted from landlord-paid to tenant-paid, you must receive at least 30 days’ written notice before the lease renews.

What do I do with this letter?

1. Fill in the blanks with your information.
2. Check the boxes that apply to your situation.
3. Sign and date the letter.
4. Deliver it to your landlord (keep a copy for your records).

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

- **Defend against eviction:** If your landlord serves a 5-day notice for unpaid utility charges, you may be able to raise RPUSA violations as a defense.
- **Seek reimbursement:** You may file a claim in court for damages, including repayment of utility charges. If the landlord’s conduct was knowing or intentional, a court can award up to **three times the amount of the unlawful utility bills**.
- **Attorney’s fees:** If the award exceeds \$3,000, you may also recover court costs and attorney’s fees.

⚠ Important considerations and risks:

- RPUSA claims can be fact-intensive and may require documentation like leases, utility bills, and proof of payments.
- If you are behind on rent unrelated to utility billing, the landlord may still file for eviction, and the RPUSA defense may not cover that portion.
- Courts will look closely at whether the landlord’s conduct was intentional or just a mistake. Treble (triple) damages apply only for knowing or intentional violations.

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

Subject: Utility Billing Violation – Demand for Compliance under Illinois Rental Property Utility Service Act (765 ILCS 735/1.2)

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

Dear _____,

I am the tenant at _____ (*Address and Unit #*). Since approximately _____ (*Date*), I have been improperly billed for ☐ **electricity** ☐ **gas** ☐ **water** ☐ **sewer service** in violation of the Illinois Rental Property Utility Service Act (RPUSA), 765 ILCS 735/1.2.

Despite previous notice to you about the issue, billing has continued. The following violations apply to my situation (*Check all that apply*):

☐ **I Did Not Receive a Written Statement About What My Meter Covers (765 ILCS 735/1.2(a)(1))**

You did not give me a written statement explaining which parts of the building (e.g., unit, common areas, or other tenants' units) are served by the utility meter in my name before entering into or renewing the lease, accepting a deposit, or agreeing that I would pay utilities.

☐ **I Did Not Receive Utility Bills from the Past 12 Months (765 ILCS 735/1.2(a)(2))**

Before I was required to pay for utilities that cover common areas or other units, you did **not** give me copies of the utility bills for the unit for the previous 12 months.

☐ **I Was Not Told to Collect Utility Payments from Other Tenants (765 ILCS 735/1.2(a)(3))**

I was **not informed** or asked to collect payments from other tenants whose usage appears on my utility bill, even though their utility usage is included.

☐ **I Did Not Receive a Written Statement of Any Rent Reduction (765 ILCS 735/1.2(a)(4))**

I was **not provided a written rent discount or credit** for agreeing to pay for utility usage that includes common areas or other tenants' spaces.

☐ **I Did Not Receive Proper Notice of a Change from Landlord-Paid to Tenant-Paid Utilities (765 ILCS 735/1.2(b))**

You did not provide me with **at least 30 days' written notice before the end of the lease** that utilities would become my responsibility.

Request for Action

I request the following:

- ☐ Immediately remove the above-listed utility charges from my rent or billing statement
- ☐ Reimburse me for utility payments I made from _____ (*Start Date*) to _____ (*End Date*)
- ☐ Cease and desist all eviction efforts based on this billing, including any five-day notices

Legal Remedies:

Under 765 ILCS 735/1.3, I am entitled to recover damages for utility bills rendered in my name due to your violation of the Act. If it is determined that your violation was knowing or intentional, the court may award me up to three times the amount of those utility bills. Additionally, if the amount awarded exceeds \$3,000, I may recover costs and attorney's

Please address these issues promptly to avoid further legal action.

Sincerely,

(Tenant Signature)

(Tenant Name)

(Phone)

(Email)