

E. ACCESS TO RENTAL UNIT:

1. The landlord shall not abuse the right of access to the rental unit or use it to harass the tenant. Except in cases of emergency, the landlord shall give the tenant reasonable notice of his or her intent to enter and if at all practical may enter the unit only between eight o'clock (8:00) A.M. and six o'clock (6:00) P.M; unless otherwise provided by the lease. The landlord may enter a rental unit only for the following:

- a. To conduct a necessary inspection of the premises,
- b. With the City during the authorized inspections or during the investigation of a complaint of violations of this Code,
- c. To make necessary or agreed repairs, decorations, alterations or improvements,
- d. To supply necessary or agreed services, or
- e. To show the dwelling unit to prospective purchasers, mortgages, tenants or workers.

2. The landlord may enter the rental unit without consent of the tenant in case of emergency. For purposed of this provision, the term "emergency" shall refer to a situation wherein access to the rental unit is necessary in order to prevent damage or destruction to the unit, or to the fixtures, equipment, appliances, furniture and other personal property contained therein, or in order to protect any person from injury; or

3. The tenant is in default in rent, other delinquent payment of rent shall not constitute an emergency.

D. Failure to Supply Essential Services

1. If, contrary to the rental agreement, the landlord fails to supply heat (October 1 – April 15 at not less than 68 degrees) running water, hot water, electricity, gas or plumbing to the rental unit, and where the condition was not caused by the deliberate or negligent act or omission of the tenant.

Section 17-36 RETALIATORY CONDUCT

- A. Except as provided in this Section, a landlord may not retaliate by increasing rent or decreasing services including necessary maintenance and repair services or by terminating a rental agreement or bringing or threatening to bring action for possession or by refusing to renew a rental agreement which provides therein for such right of renewal because the tenant has:
 - B. Complained in good faith of a code violation to the City; or
 - C. Complained to the landlord of a violation
 - D A landlord may bring an action for possession if:
 1. The violation of a code was caused primarily by lack of care by the tenant or the tenant has not paid the rent.



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CITY OF HARVEY
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LANDLORD AND TENANT REGULATIONS



GENERAL REQUIREMENTS

All rental properties located within the City of Harvey must abide by all rules and regulations established within the Landlord and Tenant Regulations Ordinance.

Section 17-20 – Tenant Obligations

- A. Comply with all obligations imposed upon tenants by provisions of the codes applicable to the rental unit;
- B. Keep that part of the premises that the tenant occupies and uses safe and clean;
- C. Dispose all ashes, rubbish, garbage and other waste from the rental unit in a clean and safe manner.
- D. Keep all plumbing fixtures in the rental unit or used by the tenant safe and clean;
- E. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, in the premises;
- F. Not deliberately nor negligently, destroy, deface, litter, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- G. Conduct her or himself and require other persons on the premises and within her or his rental until to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others.
- H. Maintain the rental unit in a clean and sanitary condition and provide for a general cleaning of the rental unit prior to departure. As part of such cleaning, the tenant will broom sweep the floors, vacuum all rugs and carpeting, clean

appliances and plumbing fixtures and patch nail holes.

- I. Unless otherwise permitted, occupy the rental unit only as a dwelling unit;
- J. Unless otherwise agreed to in writing by the landlord, not apply any part of a security deposit as part of obligated rent payments;
- K. Comply with representations made in the rental application. Any material misrepresentation made in the application shall be cause for termination of the rental agreement;
- L. Not engage in illegal activity
- M. Sublet only in accordance with the terms of the lease. Under no circumstances shall the tenant sublet the unit or rent any portion of the unit for any consideration whatsoever.
- N. Comply with City Ordinances relating to pets.

Section 17-24 Landlord Obligations

- A. RULES AND REGULATIONS REGARDING RENTAL UNITS:
 1. The landlord, may adopt general rules or regulations concerning the tenant's use and occupancy of the premises. They are enforceable only if:
 - a. Their purpose is to promote the convenience, safety or welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities among tenants;
 - b. They are reasonably related to the purpose for which they are adopted;
 - c. They apply to all tenants in the premises in a fair manner;

- d. They are sufficiently explicit to fairly inform the tenant of what he must or must not do to comply;
 - e. They are not for the purpose of evading the obligation of the landlord; and
 - f. They are attached to the rental agreement so that the tenant has notice of them at the time he enters into the rental agreement.
2. A rule or regulation adopted after the tenant enters into the rental agreement that substantially modifies his lease agreement is not enforceable unless the tenant consents to it or unless a change in local, State or Federal law requires the regulation change.

Section 17-24 (D). Maintenance of Premises

1. The landlord shall maintain the premises in substantial compliance with applicable codes of the City and shall promptly make any and all repairs necessary to fulfill this obligation.
2. The landlord and tenant of any rental unit may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:
 - a. The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord or tenant and is set forth in a separate writing signed by the parties and supported by adequate consideration and
 - b. The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.