SHIFRIN LEGAL

Chicago Municipal Code on Condominiums

Chapter 13-72 of the Municipal Code of Chicago

October 9 2026 Edition

Formed with a “client-first” mentality, Shifrin Legal provides an array of legal services for condominium, townhome, homeowner associations and cooperatives throughout the Chicagoland region. Shifrin Legal distinguishes itself within the industry through its unmatched dedication to client service and client needs - one of its core principles. Shifrin Legal is committed to educating community association managers, business partners, board members and unit owners and is pleased to offer this complimentary edition.

We encourage you to contact Shifrin Legal to discover our one-of-a-kind style of legal practice.

Convenient Office Locations

Chicago
2335 S. Michigan Avenue, Floor Two
Chicago, Illinois 60616
312.470.2276

Northbrook
3400 Dundee Road, Suite 360
Northbrook, Illinois 60062
847.400.0059

mjs@shifrinlegal.com | www.shifrinlegal.com

Edition and Scope

This edition reproduces the included provisions from the Municipal Code of Chicago, 2026 S-74, current through the Council Journal of June 17, 2026, retrieved on October 9, 2026. That is the publisher's stated codification cutoff; this edition does not certify completeness of uncodified ordinances enacted after that date.

Statutory and ordinance wording, numbering and source notes are preserved. Typography, paragraph breaks and navigation have been standardized. Edition notes, contents and source references are editorial additions by Shifrin Legal. This complimentary reference is not an official government publication and does not replace consultation of the controlling enactments.

Contents

13-72-010 Definitions
13-72-020 Contents of property report
13-72-025 Condominium disclosure summary
13-72-030 Misrepresentation or omission
13-72-040 Discrimination
13-72-050 Requirements for property report and disclosure summary distribution
13-72-055 Electric vehicle supply equipment
13-72-060 Notice to tenants of intent to declare submission of property for condominium consideration required
13-72-065 Tenant relocation assistance
13-72-067 Summary of a tenant's rights
13-72-070 Participation in recreational facilities not owned in fee by unit owners
13-72-080 Examination of records by unit owners
13-72-085 Sale of condominium property
13-72-090 Administration and enforcement of chapter
13-72-100 Rights, obligations and remedies
13-72-105 Reserved
13-72-110 Penalty for violation
13-72-120 Severability

Chapter 13-72 of the Municipal Code of Chicago

13-72-010 Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Blanket encumbrance" means a trust deed, mortgage, judgment or other lien on a condominium including any lien or other encumbrance arising as a result of the imposition of any tax assessment by a public authority.

"Board of managers" means the board of managers provided and referred to in the Illinois Condominium Property Act.

"Closing of the sale" means the operation of transferring ownership of a condominium unit to the purchaser from the developer.

"Commissioner" means the commissioner of business affairs and consumer protection.

"Common elements" means all of the condominium except the condominium units. "Common elements" also includes limited common elements.

"Condominium" means a form of property established pursuant to the Illinois Condominium Property Act.

"Condominium Disclosure Summary" or "Disclosure Summary" means the summary required in accordance with Section 13-72-025.

"Condominium project" means the sale of or plan by a developer to sell or the offering for sale of residential condominium units in an existing building or building to be constructed or under construction, and shall include a conversion condominium.

"Condominium unit" or "unit" means a separate three-dimensional area within the condominium identified as such in the declaration and on the condominium plat and shall include all improvements contained within such area except those excluded in the declaration.

"Conversion", "convert", or like words means the offering for sale by a developer or his agent of a condominium unit occupied or rented for any purpose by any person before commencement of a condominium project which includes such unit.

"Declaration" means the declaration referred to in the Illinois Condominium Property Act.

"Developer" means any person who submits property legally or equitably owned by him to the provisions of the Illinois Condominium Property Act including any successor to such developer's entire interest in the property; or any person who offers units legally or equitably owned by him for sale in the ordinary course of his business.

"Offering" means any inducement, solicitation, advertisement, publication or announcement by a developer to any person or the general public to encourage a person to purchase a condominium unit in a condominium or prospective condominium.

"Property report" means the property report required in accordance with Section 13-72-020 of this chapter.

"Prospective purchaser" means a person who visits the condominium project site for the purpose of inspection for possible purchase or who requests the property report or disclosure summary.

"Residential condominium unit" means a condominium unit arranged, designed, used or intended to be used primarily for residential occupancy.

"Conversion condominium," "Parcel," "Person" and "Record" have the same meaning ascribed to those terms in the Illinois Condominium Act, 765 ILCS 605 et seq., as amended.

"Landlord," "Rent," "Rental Agreement" and "Tenant" have the same meaning ascribed to those terms as in Section 5-12-030.

(Prior code § 100.2-1; Amend Coun. J. 5-4-11, p. 118299, § 3; Amend Coun. J. 11-16-11, p. 13798, Art. X, § 3)

13-72-020 Contents of property report

A property report shall contain the following:

(A) A statement indicating name and address of:

(1) The developer and legal and beneficial owner, if different, of the land and improvements, including all general partners of a partnership or principal executive officers and directors of a corporation; provided that for any property report for a condominium project for which a declaration is recorded on or after January 1, 2012, the property report shall also include, if a partnership or limited partnership, the names and addresses of all general partners; if a corporation, the names and address of all principal executive officers and directors, or, if a limited liability company, the names and addresses of all members and managers; provided further that whenever a stock or beneficial interest is held by a corporation, partnership, limited partnership, limited liability company or any other legal entity, other than a natural person, such shareholder or beneficiary shall also make such disclosures as required by this section;

(2) Interim and permanent mortgages or construction lenders secured by a blanket encumbrance;

(3) The principal sales and management agents, attorneys, accountants, architects, engineers and contractors for the project;

(B) A description of all property and improvements including the following:

(1) Map, plat, or architect's drawing showing location and dimensions of the condominium project and the land it occupies together with all improvements, including recreational facilities, proposed construction and present and planned location of streets and driveways;

(2) The share of ownership of each unit in the common elements. The identity of owners of such condominium unit including the percentage of former renters who have purchased or contracted to purchase a condominium unit when the property is a conversion, if known. If such units are owned in trust or by nominees, the beneficiaries or principal shall be named, if known;

(3) A description of all of the common elements in the project including a description of all existing and proposed recreational facilities, and other such facilities within the project. Limited common elements, if any, and their ownership shall also be indicated;

(4) A description of the nature and ownership of all improvements occupying the same zoning lot but which are not part of the condominium;

(5) Location, nature and ownership of easement streets and driveways on or contiguous to the condominium;

(6) The identification of drawings, architectural plans and other suitable documents setting forth the necessary information for location, maintenance and repair of all condominium facilities and equipment, to the extent these documents exist, their location, and times at which they may be inspected;

(7) Projected initiation and completion dates, for proposed construction, renovation and conversion;

(8) A description of limitations upon uses permitted in individual condominium units as contained in the declaration, and bylaws of the condominium association and applicable zoning provisions. Such

description shall state whether or under what conditions the condominium units may be rented together by the unit owner;

(9) Statement as to whether a purchaser may purchase more than one unit and under what circumstances or conditions;

(10) Statement of legal ownership, listing all restrictions, notices, lis pendens and encumbrances of record;

(C) Method of timing of transfer of control of the condominium to the board of managers and the nature and extent of any interest retained by the developer thereafter;

(D) A statement disclosing the existence of penalties if the construction, renovation, or conversion or completion date is not met and the additional costs to be imposed upon unit owners if such date is not met;

(E) The nature and extent of any protection of a purchaser if the developer defaults on blanket encumbrances;

(F) A statement of any litigation which would affect the condominium or the developer's ability to convey clear title;

(G) A statement of the current taxes and estimated changes in the tax assessment of the condominium units which buyers may encounter during the first two years.

(H) Copies of the forms of sales documents applicable to the individual units, including but not limited to:

(1) Basic purchase contract form being used by the developer;

(2) Deeds of conveyance;

(3) Deed of trust, mortgage and promissory note, if any;

(I) Statement of sales prices, terms, options and conditions of sale of each unsold unit, including estimated closing and settlement costs and transfer taxes;

(J) Statement of estimated monthly payments for each unit to be itemized as to taxes, utilities, operating costs, assessments, parking, recreational facilities and all other payments in the first year after the projected date of assumption of control by the board of managers.

(K) If financed by the developer, the proposed financing of each unit, including percent of sales price required for down payment, duration of the loan interest rate, service charge, appraisal charge, closing charges, and total monthly payment;

(L) A description of all appliances and personal property included with each unit;

(M) (1) Copies of the following documents:

(a) The declaration and plat. However, prior to the recordation of the declaration, a preliminary declaration and plat may be supplied, provided it is accompanied by a statement in type size and style equal to at least ten point boldface type as follows:

THE DESCRIPTION OF UNITS AND PERCENTAGE OF OWNERSHIP INTEREST IN COMMON ELEMENTS HEREIN IS PRELIMINARY AND MAY BE CHANGED IN MATERIAL RESPECTS UPON THE RECORDING OF THE DECLARATION AND PLAT.

(b) The articles of incorporation or charter of the condominium association, if any;

(c) The bylaws and regulations of the condominium association;

(2) The description of the following documents:

(a) Any leases of real or personal property in the condominium expiring later than two years after the first unit is offered for sale;

(b) Any management contract, employment contract, insurance policy, or other contract affecting the use, maintenance or access of all or part of the condominium expiring later than two years after the first unit is offered for sale;

(c) The coverage and amounts of insurance policies applicable to the condominium, maintained by or on behalf of the developer;

(N) A statement of management and expected management costs of the condominium including:

(1) Name of management agent, if any, and the services the agent will perform;

(2) Length of term of any management contract, its costs, and the circumstances if any, under which the charges may be increased;

(3) The conditions, if any, under which the contract may be cancelled or terminated;

(4) A statement stating the relationship between the developer and the management firm and their respective corporate officers and controlling interests, if any;

(O) An estimated operating budget, including the basis on which each item included in such operating budget was formulated for the condominium projected for a period of one year from the expected date that control of the condominium project passes to the board of managers. The operating budget shall include at least the following:

(1) Operating costs

Utilities

Heating fuels

Janitorial services

Trash and garbage disposal

Ground and building maintenance

Security

Maintenance and operation of recreational and other facilities

Building insurance

Elevator maintenance

Sidewalks and street maintenance

Other operating costs

(2) Management costs

Accounting and bookkeeping services

Legal services

Management fees

(3) Reserve costs

Reserve for improvements

Reserve for unexpected repair work

Reserve for replacement and upkeep of common area and facilities

Reserve for taxes and special assessments.

If no reserve is provided for any one or more of the costs listed herein, the following statement must be inserted in the property report in a type the size and style equal to at least ten point bold type:

THE DEVELOPER HAS NOT PROVIDED A RESERVE FOR CERTAIN POSSIBLE FUTURE COSTS OF THE CONDOMINIUM IN HIS BUDGET.ACCORDINGLY, IT MAY BE NECESSARY TO PROVIDE FOR A SPECIAL ASSESSMENT TO ALL CONDOMINIUM UNIT OWNERS TO PAY FOR SUCH COSTS SHOULD THEY OCCUR.

(P) Provisions, if any, the developer has made to cover the proposed operations and maintenance budget in the event an insufficient number of units are sold;

(Q) (1) If a condominium conversion, a report from a qualified licensed engineer or registered architect describing the condition and expected useful life of the roof, foundation, external and supporting walls, mechanical, electrical, plumbing, heating, and structural elements and all other common facilities, together with an estimate of repair and replacement costs, for those items needing repair or replacement, at current market prices. This report shall include the approximate dates of installation of the facilities listed above and the dates of major repairs to such facilities. There shall be attached to such report (1) a statement of the developer that no notice of violations of the building provisions of the Municipal Code pertaining to the condominium building have been received by the owner or his predecessors for ten years preceding the property report and its latest amending or (2) a list of all notices of violations of the building provisions of the Municipal Code received, together with a detailed statement of all violations referred to in such notices, for the prior ten years;

(2) For all condominium projects which are not a condominium conversion and for which a declaration is recorded on or after January 1, 2012, a report that is signed and sealed either by a licensed architect or engineer that certifies that the building plans are in compliance with the requirements of the applicable provisions of the building code, and that estimates the expected useful life of the roof, foundation, external and supporting walls, mechanical, electrical, plumbing, heating, and structural elements and all other common facilities;

(R) (1) A statement of whether, and under what circumstances, the unit owners are required to be a member of, support, or participate financially in recreational facilities, such as but not limited to health clubs, exercise rooms, swimming pools, party rooms and golf putting greens. If any such facility is not part of the common elements, the following warning shall be included in capital letters, in a type size and style equal to at least ten point bold type:

THE (HERE NAME FACILITIES) ARE NOT INCLUDED IN THE COMMON ELEMENTS. THESE FACILITIES ARE AVAILABLE TO UNIT OWNER FOR (HERE DESCRIBE MONTHLY CHARGE AND INITIATION FEE).UNIT OWNERS ARE/ARE NOT (AS APPLICABLE) REQUIRED TO PARTICIPATE FINANCIALLY.

(2) A description of the location, ownership, and availability to unit owners and the general public of accessory off-street parking associated with the condominium. If all of such parking facilities are not (a) part of the common elements or (b) divided as individual parking space among and designated as being part of the units, the following statement shall be included in a type and size and equal to at least ten point bold type:

PARKING FACILITIES ASSOCIATED WITH THIS BUILDING ARE NOT OWNED BY THE UNIT OWNERS AND MAY BE SUBJECT TO BEING DENIED TO OR TAKEN FROM UNIT OWNERS.

(S) A statement, if there are any restrictions upon the free sale, transfer, conveyance, encumbrance or leasing of a unit.

THE SALE, LEASE OR TRANSFER OF YOUR UNIT IS RESTRICTED OR CONTROLLED.

Immediately following this statement, there shall appear a reference to the documents, articles, paragraphs, and pages in the property report where the restriction, limitation or control on the sale, lease or transfer of units is set forth or described in detail.

(T) A statement on the first page the following warning in capital letters, in a type size and style equal to at least ten point bold type:

CITY OF CHICAGO LAW SPECIFICALLY PROHIBITS ANY REPRESENTATION TO THE EFFECT THAT THE CITY HAS PASSED UPON THE MERITS OF OR GIVEN APPROVAL TO MAKE OR CAUSE TO BE MADE TO ANY PROSPECTIVE PURCHASER ANY REPRESENTATIONS WHICH DIFFER FROM THE STATEMENTS IN THIS PROPERTY REPORT. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER AND ARE NOT BINDING ON THE DEVELOPER. REFER TO THE PROPERTY REPORT FOR BINDING REPRESENTATIONS.

(U) The signature of the executive officer of the developer and statement affirming that the report and any supplements, modifications and amendments are true, full, complete and correct.

The developer shall amend the property report from time to time when any material changes occur in any matter contained in such reports. Amendments shall be made as soon as practicable after such change occurs or the developer has reason to know of such change. Amendments shall be attached to reports subsequently distributed to prospective purchasers and shall be immediately distributed to all persons who have purchased or agreed to purchase condominium units.

No later than 30 days prior to the recording of the declaration and plat, the developer shall give notice of any material changes in said declaration and plat as described in the property report to each person who has executed a contract to purchase a unit.

(Prior code § 100.2-2; Amend Coun. J. 5-4-11, p. 118299, § 3)

13-72-025 Condominium disclosure summary

(A) For a condominium project for which a declaration is recorded on or after January 1, 2012, the developer of the project shall prepare a condominium disclosure summary, which shall include a description of the following information:

(1) The condominium property;

(2) Parking;

(3) Appliances, heating, air conditioning, and hot water equipment, including warranties;

(4) Amenities and recreational facilities;

(5) Estimated operating expenses, reserves and assessments;

(6) If the project is a conversion condominium, a description of the renovation of the property, if any;

(7) Limitations and restrictions on sale, lease or use of units;

(8) Waste removal;

(9) Telecommunications services;

(10) Construction warranties;

(11) Windows;

(12) Type of masonry, if applicable;

(13) Elevators, if any;

(14) Security systems, if any;

(15) A list of all contractors and subcontractors, including the state and city license or registration numbers of the contractors and subcontractors who worked on any part of the building for conversion or construction as a condominium project; and

(16) Any other pertinent information required by the commissioner.

The developer shall attach to each disclosure summary a statement that notifies a prospective purchaser that, pursuant to the municipal code of Chicago, a certificate of occupancy that certifies that the unit complies with all applicable zoning or building code requirements may be required to be obtained, prior to occupying the residential condominium unit.

The disclosure summary shall be in the form prescribed by the commissioner in rules and regulations.

(B) The developer shall file a copy of the condominium disclosure summary with the commissioner no later than 90 days prior to the first offering for sale of any residential condominium unit. Any material changes or amendments to the disclosure summary shall be filed with the commissioner within 30 days of the change or amendment.

(Added Coun. J. 5-4-11, p. 118299, § 3)

13-72-030 Misrepresentation or omission

No person shall with the intent that a prospective purchaser rely on such act or omission, advertise, sell or offer for sale any condominium unit by (a) employing any statement or pictorial representation which is false or (b) omitting any material statement or pictorial representation.

(Prior code § 100.2-3)

13-72-040 Discrimination

No person shall be denied the right to purchase or lease a unit because of race, religion, sex, sexual preference, marital status or national origin.

(Prior code § 100.2-4)

13-72-050 Requirements for property report and disclosure summary distribution

(A) Not later than the offering for sale of the first residential condominium unit, a developer of a condominium project of more than six units shall:

(1) Have a property report available for distribution to each prospective purchaser and for examination by the commissioner. A developer may make a charge, not to exceed $2.00, for each report so distributed;

(2) Make available for inspection by prospective purchasers copies of all documents that were filed or required to be filed in connection with the condominium project with the recorder of deeds of Cook County;

(3) Keep a receipt signed by each purchaser acknowledging that the person entering a contract to purchase has received and has had an opportunity to review the property report. Such receipts are to be kept on file in the possession of the developer for a period of three years from the date of signature of the purchaser and such receipts are subject to the inspection by the commissioner or the commissioner of business affairs and consumer protection at any reasonable time.

(B) For all condominium projects, regardless of the number of units, for which a declaration is recorded on or after January 1, 2012, the developer shall comply with the requirements of subsection (A) of this section. In addition to the requirements of subsection (A), the developer shall* make the disclosure summary available with marketing materials and distribute it at open houses and any

showings; (ii) furnish the disclosure summary to a prospective buyer before the execution of any contract for the initial sale of a residential condominium unit; and (iii) keep a receipt signed by each purchaser acknowledging that the person entering a contract to purchase has received and has had an opportunity to review the condominium disclosure summary.

* Editor's note– As set forth in Coun. J. 5-4-11, p. 118299, § 3. Intended text is probably: "...the developer shall: (i) make...." Future legislation will correct the provision if needed.

(C) The board of managers shall keep a copy of the latest property report and condominium disclosure summary, if applicable, for seven years following the date of their initial distribution. Upon reasonable notice the property report shall be made available for inspection by any prospective purchaser of a unit from a unit owner.

(Prior code § 100.2-5; Amend Coun. J. 5-4-11, p. 118299, § 3)

13-72-055 Electric vehicle supply equipment

A developer undertaking renovation of a building containing five or more dwelling units in anticipation of or in connection with a condominium conversion shall, in addition to all other work, perform work so that all existing and newly created parking spaces are either EVSE-ready spaces or EVSE-installed spaces, as those terms are defined in the Chicago Zoning Ordinance. Provided, however, nothing in this section shall be construed to require creation of EVSE-ready spaces or EVSE-installed spaces if the only feasible way to create such spaces would necessitate excavation of an existing surface lot or other parking facility to install the necessary conduit and wiring.

(Added Coun. J. 9-14-12, p. 2842, § 1)

13-72-060 Notice to tenants of intent to declare submission of property for condominium consideration required

(A) (1) Subject to subsection (A)(2), no less than 120 days prior to recording the declaration submitting the property to the provisions of the Illinois Condominium Property Act, a developer shall give notice of such intent to record to all persons who are tenants of the building on the property on the date notice is given.

(2) For any condominium project for which a declaration is recorded on or after July 30, 2012, no less than 180 days, or in the case of any tenant who is over 65 years of age, or who is deaf or blind or who is unable to walk without assistance 210 days, prior to recording the declaration submitting the property to the provisions of the Illinois Condominium Property Act, a developer shall: (1) mail, by certified or registered mail, return receipt requested, a written notice of such intent to record, and attach to such notice the summary of a tenant's rights prepared by the commissioner pursuant to section 13-72-067, to all persons who are tenants of the building on the property on the date notice is given; and (2) post at all public entrances to the building, a statement that the property is being converted to condominiums and the tenants must receive notice, by certified mail, of such conversion and a summary of the tenant's rights. It is the duty of the developer to assure that the statement is posted at the required entrances for the entire tenant notice period required by this subsection (A)(2) prior to the recording of the declaration.

The developer shall: (i) keep all return receipts required by this subsection (A)(2) for a period of three years after the sale of the last unit in the condominium project; and (ii) at all times during the developer's business hours, and at all other times upon reasonable notice, make such receipts available for inspection by the commissioner.

(B) (1) Subject to subsection (B)(2), any person who was a tenant as of the date of the notice of intent and whose tenancy expires other than for cause prior to the expiration of 120 days from the date on which a copy of the notice of intent was received by the tenant shall have the right to an additional tenancy on the same terms and conditions and for the same rental until the expiration of such 120-day period by the giving of written notice thereof to the developer within 30 days of the date upon which a copy of the notice of intent was received by the tenant; provided, that in the case of any tenant who is over 65 years of age, or who is deaf or blind or who is unable to walk without assistance, said tenant shall have the right to an additional tenancy on the same terms and conditions and for the same rental for 180 days following receipt of said notice of intent to record by giving notice as aforesaid.

(2) For any condominium project for which a declaration is filed on or after July 30, 2012, any person who was a tenant as of the date of the notice of intent and whose tenancy expires other than for cause prior to the expiration of 180 days from the date on which a copy of the notice of intent was received by the tenant shall have the right to an additional tenancy on the same terms and conditions and for the same rental until the expiration of such 180-day period by the giving of written notice thereof to the developer within 30 days of the date upon which a copy of the notice of intent was received by the tenant; provided, that in the case of any tenant who is over 65 years of age, or who is deaf or blind or who is unable to walk without assistance, such tenant shall have the right to an additional tenancy on the same terms and conditions and for the same rental for 210 days following receipt of said notice of intent to record by giving notice as aforesaid.

(C) (1) Subject to subsection (C)(2), during the period of 120 days following his receipt of the notice of intent, and during a period of 180 days following his receipt of notice of intent in the case of any person who is over 65 years of age, or who is deaf or blind or who is unable to walk without assistance, any person who was both a tenant on the date of the notice of intent and a current tenant shall have the right of first refusal to purchase his unit.

(2) For a condominium project for which a declaration was recorded on or after July 30, 2012, during the period of 180 days following the receipt of the notice of intent, and during the period of 210 days following the receipt of notice of intent in the case of any person who is over 65 years of age, or who is deaf or blind or who is unable to walk without assistance, any person who was both a tenant on the date of the notice of intent and a current tenant shall have the right of first refusal to purchase his unit.

(3) The tenant must exercise the right of first refusal, if at all, by giving notice thereof to the developer prior to the expiration of 30 days from the giving of notice by the developer to the tenant that a contract to purchase the unit has been executed. Each contract for sale of a unit shall conspicuously disclose the existence of, and shall be subject to, such right of first refusal. The statement in the deed conveying the unit to a purchaser to the effect that the tenant of the unit either waived or failed to exercise the right of first refusal or had no right of first refusal with respect to the unit shall extinguish any legal or equitable right or interest to the possession or acquisition of the unit which the tenant may have or claim with respect to the unit arising out of the right of first refusal provided for in this section. The foregoing provisions shall not affect any claim which the tenant may have against the developer for damages arising out of the right of first refusal provided in this section, nor shall it affect the penalties provided in Section 13-72-110 hereof.

(D) No occupied unit shall be shown to any purchaser or prospective purchaser for 30 days after notice of intent to record, as provided herein, is given.

(E) Except as provided in subsections (A) and (F), any notice provided for in this section shall be given by a written notice delivered in person or mailed, certified or registered mail, return receipt requested, to the party who is being given the notice.

(F) Before the execution of any written or oral rental agreement entered into: (i) on or after January 1, 2012; and (ii) after the notice of intent to convert has been sent pursuant to subsection (A), the landlord shall give a written notice to a prospective tenant that the property has been submitted to the provisions of the Illinois Condominium Property Act and the building is being converted to condominiums. The written notice shall be attached to the written rental agreement, and in the case of an oral agreement, the written notice shall be given to the prospective tenant; provided that this provision shall not apply to the renewal of any lease for which the tenant has received notice pursuant to subsection (A).

(Prior code § 100.2-6; Amend Coun. J. 5-4-11, p. 118299, § 3; Amend Coun. J. 11-16-11, p. 13798, Art. X, § 3)

13-72-065 Tenant relocation assistance

For any building containing residential rental units that is being converted to a condominium project and for which a declaration is recorded on or after July 30, 2012, a qualified tenant may, at the tenant's option, receive relocation assistance. If such qualified tenant exercises the option for relocation assistance, the landlord of such building shall provide the qualified tenant with relocation assistance, as follows:

(A) The landlord shall pay to a qualified tenant who exercises the option for assistance a one-time relocation fee of $1,500.00; provided that if the tenant's one month's rent is greater than $1,500.00, the landlord shall pay to the tenant one month's rent at the highest rent charged to that qualified tenant for that rental unit, or $2,500.00, whichever is less; provided further, that if a rental unit is occupied by two or more qualified tenants, the landlord's total liability to all the qualified tenants of the rental unit shall be no more than if the rental unit was occupied by one qualified tenant.

(B) The landlord shall pay the relocation fee to the qualified tenant no later than 7 days after the day of complete vacation of the rental unit by the qualified tenant. The relocation fee shall be paid by certified or cashier's check payable to the qualified tenant.

(C) The relocation fee shall be in addition to any damage, deposit or other compensation or refund to which the qualified tenant is otherwise entitled.

(D) No rental agreement may provide that a qualified tenant agrees to waive or forego the rights and remedies provided under this section and any such provision included in a rental agreement is unenforceable.

(E) The landlord may deduct from the relocation fee all rent due and payable for the rental unit occupied by the qualified tenant prior to the date on which the rental unit is vacated, unless such rent has been validly withheld or deducted pursuant to state, federal or local law. The landlord shall not retain all or any part of the relocation fee for the payment of any other amount, including without limitation, for any damage to the premises or for any other violation or breach of a rental agreement.

(F) The landlord shall not be liable to pay the relocation fee to any qualified tenant:

(1) who exercises the right to purchase the rental unit, or another unit within the same building or condominium project;

(2) against whom the landlord has obtained a judgment for possession of the rental unit;

(3) who fails to provide the landlord with the written evidence, as provided in rules and regulations, to prove household income; or

(4) who fails to exercise the option for relocation assistance.

(G) For purposes of this section only, the following definitions apply:

"Household" means, collectively, all the persons who occupy a residential rental unit as their primary residence.

"Household income" means the combined income of the members of a household for the calendar year preceding the date the notice of intent was given.

"PMSA Median Income" means the Primary Metropolitan Statistical Area median income for the Chicago-Naperville-Joliet, Illinois, Metropolitan Fair Market Rent Area, as determined by the United States Department of Housing and Urban Development from time to time.

"Principal residence" means a tenant's primary or chief residence that the tenant actually occupies on a regular basis.

"Qualified tenant" means a tenant:

(1) who is entitled to receive the notice of intent pursuant to Section 13-72-060(A)(2);

(2) who has a rental agreement to occupy a residential rental unit as the tenant's principal residence in a building that is being converted into a condominium project that is subject to the provisions of this section; and

(3) with a household income of no greater than 120% of the PMSA Median Income.

"Residential rental unit" means a dwelling unit for which a tenant has a rental agreement to occupy the dwelling unit as the tenant's principal residence.

"Dwelling unit" and "rental agreement" have the same meaning ascribed to those terms in Section 5-12-030.

(Added Coun. J. 5-4-11, p. 118299, § 3; Amend Coun. J. 11-16-11, p. 13798, Art. X, § 3)

13-72-067 Summary of a tenant's rights

The commissioner shall prepare a summary of this chapter, describing the rights, obligations and remedies of landlords, tenants and developers hereunder.

(Added Coun. J. 5-4-11, p. 118299, § 3)

13-72-070 Participation in recreational facilities not owned in fee by unit owners

The developer may not require, nor, except as established by the board of managers following assumption of control by unit purchasers, may the condominium bylaws require that a unit owner be a member of or participate in recreational or similar facilities which are not owned in fee by the unit owners or by an association in which they are members, individually or through the board of managers.

(Prior code § 100.2-7)

13-72-080 Examination of records by unit owners

(a) Any person with custody and control of the records described in this subsection (a) shall, within 10 business days of a unit owner's written request, provide for inspection a condominium association's:

(1) declaration, bylaws, and plats of survey, and all amendments of these;

(2) the rules and regulations of the association, if any;

(3) articles of incorporation of the association and all amendments to the articles of incorporation;

(4) minutes of all meetings of the association and its board of managers for the immediately preceding 7 years;

(5) current policies of insurance of the association;

(6) contracts, leases, and other agreements then in effect to which the association is a party or under which the association or the unit owners have obligations or liabilities;

(7) books and records for the association's current and 10 immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts, expenditures, and accounts.

(b) The board of managers of every association shall maintain at the association's principal office a current listing of each unit owner's personal information, including the names, addresses, email addresses, telephone numbers, and weighted vote of all members entitled to vote.

(c) No unit owner, with the exception of those on the board of managers of the association, shall have the right to inspect, examine, or make copies of the unit owners' email addresses and telephone numbers from records described in subsection (b) of this section. A condominium association may choose to opt out of this subsection by a 2/3 vote of all unit owners, in which case the pertinent provisions of Section 19 of the Illinois Condominium Property Act (codified at 765 ILCS 605/19) shall apply.

(d) Nothing in this section shall be construed to prohibit the board of managers of the association from allowing unit owners to inspect, examine, or make copies of the records of the association containing the names, addresses, weighted vote of members entitled to vote, or ballots and proxies pursuant to Section 19 of the Illinois Condominium Property Act (codified at 765 ILCS 605/19), provided that unit owners' email addresses and telephone numbers are redacted from such documents. Provided, however, such redaction is not required if a condominium association chooses to opt out of subsection (c) as provided in that subsection.

(Prior code § 100.2-8; Amend Coun. J. 5-4-11, p. 118299, § 3; Amend Coun. J. 11-8-12, p. 38872, § 225; Amend Coun. J. 1-15-14, p. 72919, § 1; Amend Coun. J. 3-28-18, p. 73301, § 1; Amend Coun. J. 5-25-18, p. 77772, § 1)

13-72-085 Sale of condominium property

(a) Unless a greater percentage is provided for in the declaration or bylaws, not less than 85 percent of the unit owners of a condominium property may, by affirmative vote at a meeting of unit owners duly called for such purpose, elect to sell the property. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any unit owner who did not vote in favor of such action and who has filed written objection thereto with the manager or board of managers within 20 days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the greater of: (i) the value of his or her interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such unit owner or (ii) the outstanding balance of any bona fide debt secured by the objecting unit owner's interest which was incurred by such unit owner in connection with the acquisition or refinance of the unit owners interest, less the amount of any unpaid assessments or charges due and owing from such unit owner. The objecting unit owner is also entitled to receive from the proceeds of a sale under this section reimbursement for reasonable relocation costs, determined in the same manner as under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended from time to time, and as implemented by regulations promulgated under that Act.

(b) If there is a disagreement as to the value of the interest of a unit owner who did not vote in favor of the sale of the property, that unit owner shall have a right to designate an expert in appraisal or property valuation to represent him, in which case, the prospective purchaser of the property shall designate an expert in appraisal or property valuation to represent him, and both of these experts shall mutually

designate a third expert in appraisal or property valuation. The three experts shall constitute a panel to determine by vote of at least two of the members of the panel, the value of that unit owner's interest in the property.

(c) Except as otherwise provided in this section, the sale of a condominium property is governed by the Illinois Condominium Property Act, codified at 765 ILCS 605/1, et seq., and other applicable laws.

(Added Coun. J. 9-18-19, p. 5229, § 1)

Editor's note – Coun. J. 11-16-11, p. 13798, Art. X, § 3, repealed former § 13-72-085, which pertained to condominium registration.

13-72-090 Administration and enforcement of chapter

The commissioner shall administer this chapter and may adopt rules and regulations for the effective administration of this chapter.

The commissioner shall enforce any provision of this chapter by instituting an action with the department of administrative hearings or by the corporation counsel through injunction or any other suit, action or proceeding at law or in equity in a court of competent jurisdiction.

Any information, receipt, notice, or other document required under this chapter shall be open for inspection and review by the commissioner at any reasonable time.

(Prior code § 100.2-9; Amend Coun. J. 11-19-08, p. 47220, Art. V, § 5; Amend Coun. J. 5-4-11, p. 118299, § 3; Amend Coun. J. 11-16-11, p. 13798, Art. X, § 3)

13-72-100 Rights, obligations and remedies

The rights, obligations and remedies set forth in this chapter shall be cumulative and in addition to any others available at law or in equity. A person may bring a private cause of action in a court of competent jurisdiction seeking compliance with the provisions of this chapter and the prevailing plaintiff shall be entitled to recover, in addition to any other remedy available, his damages and reasonable attorney's fees; provided, however, that only the department may enforce the provisions of Section 13-72-110.

(Prior code § 100.2-10; Amend Coun. J. 5-4-11, p. 118299, § 3; Amend Coun. J. 11-16-11, p. 13798, Art. X, § 3)

13-72-105 Reserved

Editor's note – Coun. J. 11-16-11, p. 13798, Art. X, § 3, repealed § 13-72-105, which pertained to consultation.

13-72-110 Penalty for violation

Unless otherwise provided, any person who violates Sections 13-72-050(A) & (B), 13-72-060 or 13-72-065 shall be punished by a fine of not less than $500.00 nor more than $5,000.00 for the first offense, and not less than $2,000.00 nor more than $10,000.00 for the second and each subsequent offense in any given 180-day period. Any person who violates any other section of this chapter shall be punished by a fine of not less than $100.00 nor more than $300.00 for the first offense and not less than $300.00 nor more than $500.00 for the second and each subsequent offense in any 180-day period. Repeated offenses in excess of three within any 180-day period may also be punishable as a misdemeanor by incarceration for a term not to exceed 180 days. Each failure to comply with the provisions of this chapter with respect to each person shall be considered a separate offense. A separate and distinct offense shall be regarded as committed each day on which such person shall continue or permit any such violation. In addition to such fines and penalties, violation of any provision of this chapter shall be cause for revocation of any license issued to such violator or offending party by the City of Chicago. Nothing herein shall be construed to preclude the revocation of any license for violation of any other provision of the Municipal Code of Chicago.

(Prior code § 100.2-11; Amend Coun. J. 5-4-11, p. 118299, § 3; Amend Coun. J. 11-16-11, p. 13798, Art. X, § 3; Amend Coun. J. 11-21-17, p. 61858, Art. VIII, § 16; Amend Coun. J. 4-10-19, p. 100029, Art. II, § 103)

13-72-120 Severability

If any provision, clause, sentence, paragraph, section, or part of this chapter, or application thereof to any person, or circumstance, shall, for any reason, be adjudged to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons, firms, corporations, public agencies or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, public agency, or circumstances involved. It is hereby declared to be the legislative intent of the city council that this chapter would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

(Prior code § 100.2-12)

Source References

Sources accessed October 9, 2026. The original Shifrin Legal resource supplied the presentation structure and subject-matter scope. The government text and enacted amendments supplied the updated legal wording.

Chicago Code publisher edition and cutoff

13-72-010 code text

13-72-020 code text

13-72-025 code text

13-72-030 code text

13-72-040 code text

13-72-050 code text

13-72-055 code text

13-72-060 code text

13-72-065 code text

13-72-067 code text

13-72-070 code text

13-72-080 code text

13-72-085 code text

13-72-090 code text

13-72-100 code text

13-72-105 code text

13-72-110 code text

13-72-120 code text