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REAL ESTATE OCTOBER 15, 2016

Helping landlords: How to legally get a tenant out of a rental property after late payments



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Property, real estate and community association managers can take home a pretty good annual income. It's not "Million Dollar Listings" status, but the [Bureau of Labor Statistics](#) documents their average annual salary at \$55,380 annually. However, being a landlord is more than just showing the property and taking care of a few maintenance requests. The landlord-tenant relationship can either be really smooth or become an instant nightmare, and legally, both may have disagreements that would wedge them between a rock and a hard place. One of the biggest nightmare property issues: evictions.

According to the Illinois General Assembly ([735 ILCS 5/8-2301](#)), in order for a tenant to prevent eviction, the following terms must be met:

1. The tenant has lived up to the agreement that complies with the lease, including paying rent in a timely manner.
2. The initial reason for an eviction has been resolved or the landlord has forgiven the tenant.
3. Another legal case or equitable reason would prevent the landlord from following through with an eviction (ex. discrimination lawsuit between the tenant and landlord).

Tenants may not know this, but a landlord cannot just kick a tenant out onto the street once the lease is up. If the tenant involuntarily or voluntarily chooses not to move by the end of the lease date and becomes a holdover tenant, the only way to get that tenant out is to go to court. (Doing things like turning off heat or not making basic repairs to push the tenant out is illegal and may lead to [Federal Housing Complaints](#). The tenant may be able to recover monetary damages against the landlord.)



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Let's say two tenants get into a verbal altercation and the landlord believes one tenant is right over the other. A verbal disagreement may be cause for police getting involved, but it still does not legally resort in being able to remove a tenant from his/her household. Now say that same tenant agrees to leave but has a credit issue, and other landlords don't want to accept this person on their properties. The

current landlord may have to wait it out until a new landlord is willing to give this tenant a shot. And the landlord lambasting the tenant to a potentially new landlord won't help either the tenant's nor the landlord's request to part ways so being malicious in that aspect is counterproductive, too.

Or, maybe the landlord has a good tenant who didn't get his or her rent payment in before the five-day notice expired because the tenant sent payment via snail mail and it got lost. The landlord wants to work with the client and decides to agree, in writing, to accept a new check for the same amount, even though the landlord had no legal obligation to. The tenant could then agree, in writing, the landlord could use the lost-in-the-mail check for next month's rent or have that check sent back if it is ever received.

There are many financial issues that can arise in a landlord-tenant relationship. Here are

There are many financial issues that can arise in a landlord-tenant relationship. Here are a few other tips that property owners should keep in mind when dealing with tenant eviction pertaining to late rent payments.

If a landlord is seeking to evict a tenant for failure to pay rent, the landlord must serve the tenant with written notice. The timeframe is

usually documented on the initial lease so the tenant should not be surprised. The landlord may want to consult with a landlord tenant attorney to ensure the specified-day notice complies with the applicable statutes and ordinances.

The amount of notice a landlord must give depends on the lease term. In a month-to-month lease, the landlord needs to give the tenant 30 days notice.

For other long-term and short-term leases, the landlord needs to give the tenant a five-day notice that the rent payment is late, and the tenant has five days to pay or the landlord will start eviction proceedings.



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A landlord also has to be cautious about accepting partial rent payments after serving a five-day notice. If the tenant makes a partial payment and the landlord accepts it, the landlord may have to serve another five-day notice for the remaining amount.

If the landlord chooses to not accept a partial rent payment, then the eviction notice must also include the following statement:

“Only FULL PAYMENT of the rent demanded in this notice will waive the landlord’s right to terminate the lease under this notice, unless the landlord agrees in writing to continue the lease in exchange for receiving partial payment.”

Once an eviction proceeding is initiated, the landlord can consider negotiating to have the eviction proceeding sealed if the tenant agrees to tender possession of the property to the landlord with a certain timeframe.

It’s advisable for landlords to be familiar with rights and obligations they have under the [Chicago Landlord Tenant Ordinance as well](#).

Have more landlord-tenant questions? Contact [J. Paye & Associates](#) today.

Shamontiel L. Vaughn contributed to this blog. Find out more about her at [Shamontiel.com](#).

The information contained here is intended to provide useful information on the topic covered but should not be construed as one-size-fits-all legal advice. Speak to an attorney specifically about your contractual agreement for specific terms and conditions.

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