

# Legal scenarios to evaluate LLMs

September 2024

## 0 Metrics definition

- **Factuality:** assesses whether an argument originates from an actual section of the RTLO. The score should be 0 or 1.
- **Relevance:** assesses whether the argument is consistent with your opinion of the overall situation. The score should be 0 or 1.
- **Comprehensiveness:** measures how well an argument coherently and concisely addresses the relevant aspects of the input provided regarding the law cited. The score should be between 0 and 1.
- **Accuracy:** measures how close the overall output is to the true or expected answer. The score should be between 0 and 1.

## 1 Scenario 1: Heating and mold problems

### 1.1 Input

My tenancy troubles began shortly after moving into my apartment on March 1st, 2023. Within the first week, I noticed that the heating system wasn't working properly, leaving the apartment cold despite the thermostat being set to a comfortable temperature. I reported this to the property manager on 8 March, but it took until 2 April for a technician to come and fix the problem.

Just as the heating problem was resolved, I discovered a significant mold problem in the bathroom on April 15th. The property manager initially dismissed my concerns, suggesting I simply clean it with bleach. However, the mold persisted and seemed to be spreading. It wasn't until May 20th, after multiple complaints and providing photographic evidence, that they finally sent a professional to assess and address the mold issue.

## 1.2 Output

- **Argument 1:**

- **Exposition:** Shortly after moving into the apartment on March 1st, 2023, the tenant discovered that the heating system was not functioning properly. Despite reporting this issue to the property manager on March 8th, it was not resolved until April 2nd.
- **Specific Law:** Section 5-12-070 of the Residential Landlord and Tenant Ordinance of the City of Chicago - Landlord’s responsibility to maintain.
- **Why This Law Applies:** This section mandates that the landlord must maintain the premises in compliance with all applicable provisions of the municipal code and promptly make any necessary repairs to ensure the premises are habitable. The heating system is a critical component for habitability, especially in colder months. The landlord’s delay in addressing the heating issue from March 8th to April 2nd constitutes a failure to maintain essential services.
- **Conclusion:** The landlord failed to comply with the obligation to maintain the premises in a habitable condition by not promptly repairing the heating system. This noncompliance gives the tenant grounds to seek remedies under Section 5-12-110, such as rent abatement or other compensatory measures.

- **Argument 2:**

- **Exposition:** On April 15th, 2023, the tenant discovered a significant mold problem in the bathroom. The property manager initially dismissed the concerns, and it wasn’t until May 20th, after multiple complaints and photographic evidence, that a professional was sent to assess and address the mold issue.
- **Specific Law:** Section 5-12-110(f) of the Residential Landlord and Tenant Ordinance of the City of Chicago - Failure to Provide Essential Services.
- **Why This Law Applies:** This section addresses the landlord’s failure to supply essential services, which includes maintaining the premises free from health hazards such as mold. The mold problem poses an immediate danger to the tenant’s health and safety, and the landlord’s delayed response of over a month to address this issue is a violation of this section.
- **Conclusion:** The landlord’s delayed response to the mold issue constitutes a failure to provide essential services. The tenant may be entitled to remedies such as rent reduction, damages, or even termination of the rental agreement according to Section 5-12-110(f).

- **Argument 3:**

- **Exposition:** The tenant repeatedly reported the mold issue from April 15th to May 20th, but the property manager initially dismissed it and only took action after receiving multiple complaints and photographic evidence.
- **Specific Law:** Section 5-12-150 of the Residential Landlord and Tenant Ordinance of the City of Chicago - Prohibition on retaliatory conduct by landlord.
- **Why This Law Applies:** This section prohibits landlords from retaliating against tenants who, in good faith, request repairs or report code violations. The tenant's repeated complaints about the mold problem fall under protected activities. Although there is no direct evidence of retaliatory action in this case, the initial dismissal of the tenant's concerns by the property manager could be seen as a subtle form of retaliation.
- **Conclusion:** While the landlord eventually addressed the mold issue, the initial dismissal of the tenant's concerns could be interpreted as a form of retaliatory conduct prohibited under Section 5-12-150. The tenant should be aware of this protection and may use it as a defense if the landlord takes any adverse actions in the future.

- **Argument 4:**

- **Exposition:** Despite the tenant's multiple complaints about the mold issue, the property manager delayed sending a professional to address it until May 20th, after receiving photographic evidence.
- **Specific Law:** Section 5-12-110(e) of the Residential Landlord and Tenant Ordinance of the City of Chicago - Damages and Injunctive Relief.
- **Why This Law Applies:** This section allows tenants to obtain injunctive relief or recover damages when there is material noncompliance by the landlord that affects the habitability of the premises. The persistent and spreading mold problem qualifies as material noncompliance, and the tenant's photographic evidence supports the severity of the issue.
- **Conclusion:** The tenant may seek damages or injunctive relief for the landlord's failure to promptly address the mold issue. Given the delay in resolving the problem, the tenant has a strong case for compensation under Section 5-12-110(e).

- **Argument 5:**

- **Exposition:** The tenant reported the heating issue on March 8th, and it was not resolved until April 2nd, leaving the apartment cold and uncomfortable for nearly a month.
- **Specific Law:** Section 5-12-110(f)(1) of the Residential Landlord and Tenant Ordinance of the City of Chicago - Failure to Provide Essential Services.
- **Why This Law Applies:** This section provides tenants the right to procure substitute services if the landlord fails to supply essential services like heat. The tenant's situation falls within this provision as the heating issue is an essential service, and the landlord's failure to address it promptly left the apartment uninhabitable.
- **Conclusion:** The tenant could have procured a temporary heating solution and deducted the cost from rent under Section 5-12-110(f)(1). The tenant may still claim compensation for the period without adequate heating, using this section as a basis for rent reduction or reimbursement for any expenses incurred to maintain a livable temperature.

## 2 Scenario 2: Rent increase

### 2.1 Input

I began renting my one-bedroom apartment on May 1st, 2022, with a reasonable rent for the area. On April 15th, 2023, about two weeks before my lease was set to renew, I received an email from my landlord, Mr. Johnson, informing me that he would be raising the rent by 8% for the upcoming year due to increasing property taxes and maintenance costs.

Caught off guard by this increase, I spent the next few days looking at other rental listings in the area and found that the new rate was still competitive for the neighborhood. On April 20th, I emailed Mr. Johnson to ask if there was any room for negotiation. He responded on April 22nd, offering to reduce the increase to 7% if I signed a two-year lease instead of one.

### 2.2 Output

- **Argument 1:**

- **Exposition:** The tenant received an email from the landlord on April 15th, 2023, informing them of an 8% rent increase, citing increased property taxes and maintenance costs. The tenant found the new rate competitive but sought to negotiate. On April 22nd, the landlord offered to reduce the increase to 7% if the tenant signed a two-year lease.

- **Specific Law:** Chicago Residential Landlord and Tenant Ordinance (RLTO) Section 5-12-130(j)(2)
  - **Why This Law Applies:** Section 5-12-130(j)(2) stipulates that for any residential tenancy of six months to three years, the landlord must notify the tenant in writing at least 60 days before the termination date of the rental agreement if they intend to increase the rent.
  - **Conclusion:** The landlord’s email on April 15th, notifying the tenant of a rent increase effective May 1st, does not comply with the 60-day notice requirement. Therefore, the tenant may argue that the rent increase is invalid due to insufficient notice.
- **Argument 2:**
    - **Exposition:** The landlord provided a revised offer to reduce the rent increase to 7% if the tenant signed a two-year lease.
    - **Specific Law:** Chicago Residential Landlord and Tenant Ordinance (RLTO) Section 5-12-140(a)
    - **Why This Law Applies:** Section 5-12-140(a) states that no rental agreement may provide that the tenant agrees to waive or forgo rights, remedies, or obligations provided under this chapter.
    - **Conclusion:** The tenant could argue that the landlord’s offer to reduce the rent increase contingent on signing a two-year lease may be seen as an attempt to make the tenant waive their right to proper notice of rent increase, thus violating Section 5-12-140(a).
- **Argument 3:**
    - **Exposition:** The tenant has been renting since May 1st, 2022, and the landlord cited increased property taxes and maintenance costs as reasons for the rent increase.
    - **Specific Law:** Chicago Residential Landlord and Tenant Ordinance (RLTO) Section 5-12-150
    - **Why This Law Applies:** Section 5-12-150 prohibits landlords from taking retaliatory actions against tenants for exercising their rights or seeking repairs.
    - **Conclusion:** If the tenant had previously requested repairs or exercised other rights, the tenant could argue that the rent increase is retaliatory, especially if the landlord cannot substantiate the claimed increases in property taxes and maintenance costs.
- **Argument 4:**
    - **Exposition:** The tenant found the new rent rate competitive after researching other rental listings in the area.

- **Specific Law:** Chicago Residential Landlord and Tenant Ordinance (RLTO) Section 5-12-120
  - **Why This Law Applies:** Section 5-12-120 requires landlords to make a good faith effort to re-rent the unit at a fair rental if the tenant terminates the rental agreement prematurely.
  - **Conclusion:** Although the tenant found the new rate competitive, they could argue that the landlord must still comply with the good faith effort to re-rent the unit at a fair rental if the tenant decides to terminate the lease due to the rent increase.
- **Argument 5:**
    - **Exposition:** The landlord offered a revised rent increase of 7% if the tenant signed a two-year lease.
    - **Specific Law:** Chicago Residential Landlord and Tenant Ordinance (RLTO) Section 5-12-140(g)
    - **Why This Law Applies:** Section 5-12-140(g) prohibits rental agreements from allowing either party to cancel or terminate the agreement at a different time or within a shorter period than the other party unless disclosed in a separate written notice.
    - **Conclusion:** The tenant might argue that the landlord’s revised offer to reduce the rent increase in exchange for a two-year lease could be construed as an attempt to alter the terms of cancellation or termination, which must be explicitly disclosed in a separate written notice, thus violating Section 5-12-140(g).

## 3 Scenario 3: Privacy

### 3.1 Input

I moved into my ground-floor studio apartment on April 15th, 2023, attracted by its cozy garden and the landlord’s promise of a quiet, private living space. However, by mid-May, I started noticing small changes in my apartment after returning from work. On May 20th, I found my blinds open when I was certain I’d closed them that morning. Three days later, some books on my shelf had been rearranged. The situation escalated on June 2nd when I discovered muddy footprints leading from my back door to the bathroom.

Concerned, I emailed my landlord on June 3rd, asking if anyone had entered my apartment. He replied the next day, casually mentioning that he’d been “checking on things” and had some plumbing work done, seeing no need to inform me beforehand. When I expressed my discomfort with these unannounced entries, he brushed off my concerns, stating it was his right as the property owner to inspect the premises as he saw fit. This left me feeling violated and unsure about the privacy and security of my living space.

## 3.2 Output

- **Argument 1:**

- **Exposition:** The tenant, who moved into a ground-floor studio apartment on April 15th, 2023, began noticing small changes in their apartment starting in mid-May. These changes included blinds being open when they were sure they had closed them, rearranged books, and muddy footprints leading from the back door to the bathroom. Upon emailing the landlord on June 3rd, the landlord casually mentioned that he had been "checking on things" and had some plumbing work done without informing the tenant beforehand. When the tenant expressed discomfort with these unannounced entries, the landlord dismissed their concerns, asserting his right to inspect the premises.
- **Specific Law:** Section 5-12-050: Landlord's Right of Access
- **Why This Law Applies:** This section of the Residential Landlord and Tenant Ordinance of the City of Chicago outlines the conditions under which a landlord may enter a tenant's dwelling unit. It specifies that landlords must give the tenant notice of their intent to enter at least two days in advance, except in cases of emergency or practical necessity where repairs or maintenance unexpectedly require access. The landlord's entries into the tenant's apartment without prior notice and without the tenant's consent violate this provision.
- **Conclusion:** The landlord's repeated entries into the tenant's apartment without providing the required notice as stipulated in Section 5-12-050 constitute a violation of the tenant's rights. The landlord has abused the right of access and has not adhered to the legal requirements for entering the dwelling unit, thereby infringing on the tenant's right to privacy and security.

- **Argument 2:**

- **Exposition:** The tenant noticed changes in their apartment, such as rearranged items and open blinds, and later found muddy footprints from the back door to the bathroom. After inquiring with the landlord, it was revealed that the landlord had entered the apartment without notice to "check on things" and perform plumbing work. The landlord dismissed the tenant's concerns about these unannounced entries, asserting his right as the property owner to inspect the premises.
- **Specific Law:** Section 5-12-060: Remedies for Improper Denial of Access
- **Why This Law Applies:** This section provides remedies for tenants when a landlord makes an unlawful entry or a lawful entry in an unreasonable manner. It allows tenants to seek injunctive relief to

prevent the recurrence of such conduct or to terminate the rental agreement. Additionally, tenants may recover an amount equal to one month's rent or twice the damages sustained, whichever is greater.

- **Conclusion:** Given the landlord's unlawful entries without proper notice, the tenant is entitled to seek injunctive relief to prevent future unauthorized entries. Furthermore, the tenant may recover damages equivalent to one month's rent or twice the actual damages sustained, reflecting the violation of their right to privacy and security.

- **Argument 3:**

- **Exposition:** The tenant moved into the apartment based on the landlord's promise of a quiet, private living space. However, the landlord's repeated, unauthorized entries, as admitted in the email response, have compromised the tenant's sense of security and privacy.
- **Specific Law:** Section 5-12-150: Prohibition on Retaliatory Conduct by Landlord
- **Why This Law Applies:** This section declares it against public policy for a landlord to retaliate against a tenant except for violations of a rental agreement or law. Although not directly a case of retaliation, the landlord's dismissive and authoritative response to the tenant's concerns could be seen as an attempt to intimidate or deter the tenant from asserting their rights.
- **Conclusion:** The landlord's actions and dismissive attitude towards the tenant's concerns could be interpreted as retaliatory conduct, undermining the tenant's rights and protections under the ordinance. The tenant may have grounds to claim that the landlord's behavior was retaliatory, entitling them to remedies such as terminating the rental agreement and recovering damages.

- **Argument 4:**

- **Exposition:** The landlord entered the tenant's apartment multiple times without notice for non-emergency reasons, including checking on the premises and performing plumbing work. The tenant only became aware of these entries after noticing changes and confronting the landlord.
- **Specific Law:** Section 5-12-070: Landlord's Responsibility to Maintain
- **Why This Law Applies:** This section mandates that the landlord must maintain the premises in compliance with all applicable provisions of the municipal code and promptly make necessary repairs. However, the landlord must do so without infringing on the tenant's rights, which includes providing proper notice for entry as required by other sections of the ordinance.



- **Conclusion:** While the landlord may argue that the entries were for maintenance purposes, the failure to provide proper notice to the tenant violates the ordinance’s requirements. The landlord’s actions do not comply with the legal obligation to maintain the premises without infringing on the tenant’s right to privacy. The tenant may seek remedies for this breach under the ordinance.

- **Argument 5:**

- **Exposition:** The tenant found muddy footprints in their apartment, indicating that the landlord or someone else had entered the apartment without proper notice or consent.
- **Specific Law:** Section 5-12-160: Prohibition on Interruption of Tenant Occupancy by Landlord
- **Why This Law Applies:** This section makes it unlawful for a landlord to oust or dispossess a tenant or interfere with the tenant’s occupancy without legal authority. The landlord’s unauthorized entries can be seen as an interference with the tenant’s right to uninterrupted occupancy.
- **Conclusion:** The landlord’s unauthorized entries and the resulting disruption to the tenant’s occupancy violate Section 5-12-160. The tenant is entitled to remedies including recovery of possession of the dwelling unit and damages amounting to twice the actual damages or two months’ rent, whichever is greater.

## 4 Scenario 4: Property damage

### 4.1 Input

On June 1st, 2023, tenants moved out of my two-bedroom rental property after a two-year lease. Upon inspection on June 3rd, I discovered significant damage: deeply scratched and stained hardwood floors, holes in three interior doors, damaged kitchen cabinets, multiple holes in walls throughout the property, and a damaged refrigerator.

The security deposit of \$ 2,000 was insufficient to cover the extent of the damages. On June 5th, I obtained quotes from contractors, with total estimated repair costs coming to \$ 8,250. This included floor refinishing, door replacement, cabinet repair, wall repair and painting, and a new refrigerator. On June 10th, I sent a detailed list of damages and repair costs to the former tenants, along with photos and contractor quotes, requesting they cover the difference of \$6,250.

### 4.2 Output

- **Argument 1:**

- **Exposition:** The landlord rented out a unit to college students in September. While they initially appeared responsible, they began having loud parties and playing music at all hours, causing disruptions and complaints from neighbors. Despite multiple warnings in November and December, the disturbances continued.
  - **Specific Law:** 5-12-040(g) Tenant Responsibilities - Conduct
  - **Why This Law Applies:** Section 5-12-040(g) of the Residential Landlord and Tenant Ordinance specifies that tenants must conduct themselves and ensure that others on the premises with their consent conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment of the premises.
  - **Conclusion:** The tenants violated Section 5-12-040(g) by engaging in behavior that disturbed the peaceful enjoyment of the premises by their neighbors. Hence, the landlord was justified in issuing formal warnings to address the behavior.
- **Argument 2:**
    - **Exposition:** The landlord issued multiple warnings and eventually had to give a formal warning in December because the tenants' behavior did not change after several verbal requests.
    - **Specific Law:** 5-12-130(b) Landlord Remedies - Noncompliance by Tenant
    - **Why This Law Applies:** Under Section 5-12-130(b), the landlord can terminate the rental agreement if the tenant materially breaches the rental agreement or the ordinance after giving them a written notice specifying the breach and the intention to terminate if not remedied within a specified time.
    - **Conclusion:** If the disturbance issues persisted after the formal warning, the landlord may issue a notice to terminate the rental agreement in compliance with Section 5-12-130(b), as the tenants breached their responsibilities by causing disturbances.
  - **Argument 3:**
    - **Exposition:** The landlord received ongoing complaints from neighbors about disturbances and took steps to address the issue through warnings and communication with the tenants.
    - **Specific Law:** 5-12-050(g) Landlord's Right of Access
    - **Why This Law Applies:** Section 5-12-050(g) allows the landlord to enter the dwelling unit to determine a tenant's compliance with the rental agreement. This could have been used to monitor and verify the tenants' compliance with noise regulations.

- **Conclusion:** The landlord had the right, upon proper notice, to access the unit to verify compliance with the noise-related terms of the rental agreement, helping to document ongoing violations if necessary.
- **Argument 4:**
  - **Exposition:** The landlord expressed anxiety and frustration due to constant complaints from neighbors and failure of tenants to adhere to warnings.
  - **Specific Law:** 5-12-150 Prohibition on Retaliatory Conduct by Landlord
  - **Why This Law Applies:** The ordinance prohibits landlords from taking retaliatory actions against tenants who complain about code violations, seek assistance from media or organization, or exercise legal rights. However, landlords are not restricted from taking necessary actions when tenants violate rental agreements or laws.
  - **Conclusion:** The landlord's actions to issue warnings and potentially terminate the rental agreement due to disturbances were lawful and not retaliatory, but necessary responses to maintain order and protect other tenants' rights.
- **Argument 5:**
  - **Exposition:** Despite multiple warnings, the tenants continued to disturb the peace, forcing the landlord to consider more stringent actions.
  - **Specific Law:** 5-12-130(d) Landlord Remedies - Disturbance of Others
  - **Why This Law Applies:** Section 5-12-130(d) details landlord remedies if a tenant, within 60 days after receipt of warning notice, continues to disturb others' peaceful enjoyment.
  - **Conclusion:** If the tenants continued to cause disturbances within 60 days after receiving a formal warning, the landlord had the legal ground to seek injunctive relief or terminate the rental agreement with further notice of at least 10 days.

## 5 Scenario 5: Rentervention 1 - roaches

### 5.1 Input

a put in a request three months ago for roaches in common area, now there are roaches in the kitchen, and bathroom. Building does not send out maintaince or pest control or notify us when they are entering building

## 5.2 Output

- **Argument 1:**

- **Exposition:** The tenant reported the presence of roaches in the common area three months ago. Now, roaches have spread to the kitchen and bathroom. Despite the report, the landlord has not sent out maintenance or pest control, nor have they provided notification of entry into the building.
- **Specific Law: Section 5-12-070 - Landlord’s responsibility to maintain.**
- **Why This Law Applies:** This section mandates that the landlord must maintain the premises in compliance with municipal codes and promptly make necessary repairs. The presence of roaches is a violation of the municipal code requirements for maintaining a habitable living environment. The landlord’s failure to address the pest problem constitutes a breach of this obligation.
- **Conclusion:** The landlord has not fulfilled their responsibility to maintain the premises by failing to address the reported roach infestation, which is a breach of Section 5-12-070. The tenant may have grounds to seek remedies for this noncompliance.

- **Argument 2:**

- **Exposition:** The landlord has not notified the tenant when they are entering the building to carry out any necessary inspections or maintenance.
- **Specific Law: Section 5-12-050 - Landlord’s right of access.**
- **Why This Law Applies:** This section requires the landlord to provide at least two days’ notice before entering the dwelling unit for necessary repairs, inspections, or maintenance. The law aims to protect the tenant’s right to privacy and occupancy without undue disturbance.
- **Conclusion:** The landlord’s failure to provide the required notice before entering the premises violates Section 5-12-050. The tenant may seek injunctive relief to prevent further unlawful entries or other appropriate remedies.

- **Argument 3:**

- **Exposition:** The tenant has been living with a roach infestation that has spread from common areas to their kitchen and bathroom, causing a significant reduction in the habitability of the dwelling unit.
- **Specific Law: Section 5-12-110 - Tenant remedies.**

- **Why This Law Applies:** This section outlines remedies available to tenants when there is material noncompliance by the landlord that renders the premises not reasonably fit and habitable. The failure to exterminate roaches constitutes material noncompliance, as it affects the tenant’s health and safety.
  - **Conclusion:** The tenant may deliver written notice to the landlord specifying the noncompliance and, if the issue is not resolved within the specified time, terminate the rental agreement. Alternatively, the tenant may withhold rent, procure necessary pest control services, or seek damages for the reduced value of the premises.
- **Argument 4:**
    - **Exposition:** The landlord has not taken steps to rectify the roach infestation issue, despite being notified three months ago.
    - **Specific Law: Section 5-12-110(f) - Failure to Provide Essential Services.**
    - **Why This Law Applies:** This section provides remedies for tenants if the landlord’s failure to address issues like pest infestations constitutes an immediate danger to health and safety, or if the landlord fails to supply essential services.
    - **Conclusion:** Given the immediate health risks posed by the roach infestation, the tenant can give written notice and, if the issue is not fixed within 24 hours, may withhold rent, procure pest control services and deduct the cost from the rent, or terminate the rental agreement if the issue persists beyond 72 hours.
  - **Argument 5:**
    - **Exposition:** The tenant has experienced a significant nuisance and reduction in the habitability of their dwelling due to the roach infestation that has not been addressed by the landlord.
    - **Specific Law: Section 5-12-150 - Prohibition on retaliatory conduct by landlord.**
    - **Why This Law Applies:** This section protects tenants from retaliatory actions by landlords, such as eviction or rent increases, when tenants complain about code violations or seek repairs. Given that the tenant’s complaint about the roach infestation is a legitimate concern about the condition of the premises, any retaliatory action by the landlord would be unlawful.
    - **Conclusion:** If the tenant faces any retaliatory actions from the landlord, they can seek remedies including recovering possession, terminating the rental agreement, and obtaining damages and attorney’s fees.

## 6 Scenario 6: Rentervention 2 - eviction

### 6.1 Input

An eviction has been filed against my family and I due to nonpayment of rent. We fell behind due to loss of income.

### 6.2 Output

- **Argument 1:**

- **Exposition:** The eviction has been filed against my family and me due to nonpayment of rent, resulting from our loss of income.
- **Specific Law:** Section 5-12-130(a) of the Residential Landlord and Tenant Ordinance of the City of Chicago.
- **Why This Law Applies:** This law specifies that if all or any portion of rent is unpaid when due, the landlord must give the tenant a written notice of the intention to terminate the rental agreement if the rent is not paid within five days. Importantly, it also provides the tenant with a one-time right to cure the non-payment by paying the owed rent along with any filing fees and service costs before the issuance of an eviction order.
- **Conclusion:** If the landlord did not provide written notice or if the eviction process commenced without giving the tenants an opportunity to cure the non-payment within the specified five-day period, the eviction may be legally challenged. The tenant has a right to pay the overdue rent and associated costs to halt the eviction process.

- **Argument 2:**

- **Exposition:** We fell behind on rent due to a loss of income, which was unforeseen and beyond our control.
- **Specific Law:** Section 5-12-150 of the Residential Landlord and Tenant Ordinance of the City of Chicago.
- **Why This Law Applies:** This law prohibits retaliatory actions by the landlord, such as eviction, if the tenant has exercised any rights provided by law, including requesting repairs or reporting code violations. While the current issue is nonpayment of rent, if the tenant has previously exercised any rights under this ordinance in good faith, the landlord's eviction could be seen as retaliatory.
- **Conclusion:** If the eviction is found to be retaliatory, based on past actions taken by the tenant to assert their rights, the tenant may have a valid defense against the eviction and could potentially recover damages.

- **Argument 3:**

- **Exposition:** The eviction is due to nonpayment of rent, which resulted from our loss of income.
- **Specific Law:** Section 5-12-140 of the Residential Landlord and Tenant Ordinance of the City of Chicago.
- **Why This Law Applies:** This section ensures that no rental agreement may waive or forego rights, remedies, or obligations provided under this ordinance. This includes the tenant’s right to due process and fair notice before an eviction.
- **Conclusion:** The tenant should review the rental agreement to ensure it complies with Section 5-12-140. Any clause that attempts to waive the tenant’s rights under this ordinance is unenforceable, and the eviction process must comply strictly with the ordinance’s notice and procedural requirements.

• **Argument 4:**

- **Exposition:** Due to income loss, we were unable to pay rent, leading to the eviction filing.
- **Specific Law:** Section 5-12-190 of the Residential Landlord and Tenant Ordinance of the City of Chicago.
- **Why This Law Applies:** This section states that the rights and remedies provided under the ordinance are in addition to those available under state law or other local ordinances. This means that the tenant may have additional protections or defenses available under Illinois state law or other applicable local regulations.
- **Conclusion:** The tenant should seek legal counsel to explore additional defenses or rights available under Illinois state law or other local ordinances, which may provide further grounds to challenge the eviction.

• **Argument 5:**

- **Exposition:** We have been unable to pay rent following a significant loss of income.
- **Specific Law:** Section 5-12-110(f) of the Residential Landlord and Tenant Ordinance of the City of Chicago.
- **Why This Law Applies:** This section provides remedies for the tenant if the landlord’s noncompliance constitutes an immediate danger to health and safety or if essential services like heat, water, electricity, or gas are not supplied. While the current issue is nonpayment of rent, if there were previous issues with essential services that contributed to the tenant’s financial situation, this section may be relevant.

- **Conclusion:** If the landlord failed to provide essential services, contributing to the tenant’s financial difficulties, the tenant may argue that the landlord’s noncompliance exacerbated their inability to pay rent, providing a potential defense or basis for counterclaims.

- **Argument 6:**

- **Exposition:** Due to our financial situation, we are facing eviction for nonpayment of rent.
- **Specific Law:** Section 5-12-070 of the Residential Landlord and Tenant Ordinance of the City of Chicago.
- **Why This Law Applies:** This section mandates the landlord to maintain the premises in compliance with all applicable provisions of the municipal code and to make necessary repairs promptly. If the landlord failed to maintain the property, resulting in conditions that impeded the tenant’s living situation or contributed to financial strain, this could be a valid defense.
- **Conclusion:** The tenant should document any failures by the landlord to maintain the property in a habitable condition. If such failures exist, they could potentially argue that the landlord’s noncompliance affected their ability to meet rent obligations.

- **Argument 7:**

- **Exposition:** We are facing eviction due to nonpayment of rent caused by a loss of income.
- **Specific Law:** Section 5-12-160 of the Residential Landlord and Tenant Ordinance of the City of Chicago.
- **Why This Law Applies:** This section prohibits landlords from unlawfully interfering with a tenant’s occupancy, including actions like changing locks or cutting off essential services without legal authority. If the landlord took any such actions, it could affect the tenant’s ability to remedy the nonpayment situation.
- **Conclusion:** If the landlord engaged in any unlawful activities to force the tenant out or interfered with their occupancy, the tenant could use this as a defense against eviction and seek damages for the landlord’s unlawful actions.

- **Argument 8:**

- **Exposition:** We have fallen behind on rent due to a loss of income.
- **Specific Law:** Section 5-12-130(e) of the Residential Landlord and Tenant Ordinance of the City of Chicago.
- **Why This Law Applies:** This section deals with the abandonment of the dwelling unit. If the landlord claims the unit was abandoned to expedite the eviction process, the tenant can challenge this claim if they have not abandoned the premises per the ordinance’s definition.



- **Conclusion:** The tenant should ensure that they have not been absent for the period that would constitute abandonment under the ordinance. If the landlord falsely claims abandonment, the tenant can challenge the eviction on these grounds.

## 7 Scenario 7: Rentervention 3 - crime

### 7.1 Input

Can a landlord ask if you have committed a crime?

### 7.2 Output

- **Argument 1:**

- **Exposition:** The input primarily concerns whether a landlord can inquire about a tenant’s criminal history. The Residential Landlord and Tenant Ordinance of the City of Chicago provides guidelines for what landlords can and cannot do concerning rental agreements and tenant interactions.
- **Specific Law:** Section 5-12-140(a) of the Residential Landlord and Tenant Ordinance
- **Why This Law Applies:** Section 5-12-140(a) states that no rental agreement may provide that the landlord or tenant agrees to waive or forego rights, remedies, or obligations provided under this chapter. While it does not explicitly address inquiries about criminal history, it implies that any conditions or questions that are not explicitly backed by legal requirements or protections might be prohibited.
- **Conclusion:** The ordinance does not explicitly prohibit a landlord from asking about a tenant’s criminal history. However, any such inquiry must not violate federal, state, or local anti-discrimination laws. If asked improperly, it might be considered a waiver or forego of tenants’ rights under other applicable laws.

- **Argument 2:**

- **Exposition:** The inquiry into criminal history could potentially relate to the tenant’s obligation to conduct themselves in a manner that does not disturb neighbors’ peaceful enjoyment of the premises.
- **Specific Law:** Section 5-12-040(g) of the Residential Landlord and Tenant Ordinance
- **Why This Law Applies:** Section 5-12-040(g) specifies that tenants must conduct themselves and require others on the premises to conduct themselves in a manner that will not disturb neighbors’ peaceful enjoyment of the premises. A landlord might argue that knowing a

tenant's criminal history helps ensure compliance with this requirement.

- **Conclusion:** While the law emphasizes tenants' responsibility to maintain peace, it does not explicitly grant landlords the right to ask about criminal history. Therefore, such inquiries should be conducted carefully to avoid potential discrimination claims or violations of other laws.

- **Argument 3:**

- **Exposition:** Any inquiry into criminal history must comply with the broader legal context, including fair housing laws that prevent discrimination based on certain protected characteristics.
- **Specific Law:** Section 5-12-150 of the Residential Landlord and Tenant Ordinance
- **Why This Law Applies:** Section 5-12-150 prohibits retaliatory conduct by landlords against tenants for exercising their legal rights. This section underscores the importance of ensuring that any questions or actions taken by landlords do not infringe upon tenants' rights or lead to discriminatory practices.
- **Conclusion:** Landlords must ensure that inquiries into criminal history do not result in discriminatory practices or retaliation against tenants for exercising their legal rights. Any such inquiry must be justifiable under applicable anti-discrimination laws.

- **Argument 4:**

- **Exposition:** Landlords have the right to protect their property and ensure the safety of other tenants, which might justify inquiries into criminal history under certain circumstances.
- **Specific Law:** Section 5-12-050(h) of the Residential Landlord and Tenant Ordinance
- **Why This Law Applies:** Section 5-12-050(h) allows landlords to enter the dwelling unit in case of emergency. This implies that landlords have a vested interest in maintaining safety and security in their properties, which could be extended to justify inquiries about criminal history as a precautionary measure.
- **Conclusion:** While landlords have an interest in maintaining safety and security, any inquiry into criminal history must be balanced against tenants' rights and anti-discrimination laws. Such inquiries should only be made if there is a clear, justifiable reason that aligns with ensuring the safety and well-being of other tenants and the property.

- **Argument 5:**

- **Exposition:** The ordinance emphasizes transparency and proper communication between landlords and tenants, which might include discussions about criminal history.
  - **Specific Law:** Section 5-12-090 of the Residential Landlord and Tenant Ordinance
  - **Why This Law Applies:** Section 5-12-090 requires landlords to disclose the identity of owners and agents to tenants. This section underscores the importance of transparency and proper communication, which might extend to discussions about criminal history to ensure all parties are informed and agreements are clear.
  - **Conclusion:** While the ordinance emphasizes transparency, any discussions or inquiries about criminal history must be conducted within the bounds of anti-discrimination laws and in a manner that respects the rights of tenants. Proper communication and clear agreements are crucial, but they must not infringe upon tenants' legal protections.
- **Argument 6:**
    - **Exposition:** The ordinance allows for tenant remedies in case of landlord noncompliance, which could include improper inquiries into criminal history.
    - **Specific Law:** Section 5-12-110(e) of the Residential Landlord and Tenant Ordinance
    - **Why This Law Applies:** Section 5-12-110(e) provides tenants with remedies for landlord noncompliance, including injunctive relief and damages. If a landlord's inquiry into criminal history is deemed improper or discriminatory, tenants might seek remedies under this section.
    - **Conclusion:** Improper or discriminatory inquiries into criminal history by landlords could be considered noncompliance with the ordinance, giving tenants the right to seek injunctive relief and damages. Landlords must ensure that any such inquiries are legally justifiable and non-discriminatory to avoid potential legal consequences.

## 8 Scenario 8: Rentervention 4 - roof

### 8.1 Input

Can I terminate a lease if the roof flooded my apartment and there has been no updates in a month?

### 8.2 Output

- **Argument 1:**

- **Exposition:** The tenant’s apartment experienced flooding from the roof, rendering the unit uninhabitable, and there have been no updates or repairs from the landlord for a month.
- **Specific Law: 5-12-070 Landlord’s responsibility to maintain.** ”The landlord shall maintain the premises in compliance with all applicable provisions of the municipal code and shall promptly make any and all repairs necessary to fulfill this obligation.”
- **Why This Law Applies:** The landlord has a legal obligation to maintain the dwelling unit in a habitable condition and to make necessary repairs promptly. The fact that the roof flooded and the landlord has not provided updates or initiated repairs for over a month indicates a failure to comply with this responsibility. The prolonged inaction could be seen as a breach of the landlord’s duty to maintain the premises.
- **Conclusion:** The landlord’s failure to repair the roof and address the flooding for over a month constitutes a material noncompliance with Section 5-12-070, thus providing the tenant with legal grounds to terminate the lease.

- **Argument 2:**

- **Exposition:** The tenant has been living in an uninhabitable condition due to the roof flooding and has not received any necessary updates or repairs.
- **Specific Law: 5-12-110(g) Fire or Casualty Damage.** ”If the dwelling unit or common area are damaged or destroyed by fire or casualty to an extent that the dwelling unit is in material noncompliance with the rental agreement or with Section 5-12-070, the tenant may: ... (3) If the tenant desires to continue the tenancy, and if the landlord has promised or begun work to repair the damage or destruction but fails to carry out the work to restore the dwelling unit or common area diligently and within a reasonable time, notify the landlord in writing within 14 days after the tenant becomes aware that the work is not being carried out diligently or within a reasonable time of the tenant’s intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of the fire or casualty.”
- **Why This Law Applies:** Flooding from the roof can be classified as a ”casualty” under this ordinance. The tenant has not seen any diligent efforts by the landlord to repair the damage, and the condition of the unit remains noncompliant with habitable living standards. The tenant has the right to terminate the rental agreement if the landlord fails to initiate repairs within a reasonable timeframe.
- **Conclusion:** Given that the landlord has not taken reasonable steps to repair the damage caused by the roof flooding, the tenant has the

legal right to terminate the rental agreement under Section 5-12-110(g).

- **Argument 3:**

- **Exposition:** The tenant’s apartment has been uninhabitable for a month due to flooding, and the landlord has not made any repairs or provided updates.
- **Specific Law: 5-12-070 Landlord’s responsibility to maintain.** “The landlord shall maintain the premises in compliance with all applicable provisions of the municipal code and shall promptly make any and all repairs necessary to fulfill this obligation.”  
**5-12-110(a) Noncompliance by Landlord.** “If there is material noncompliance by the landlord with a rental agreement or with Section 5-12-070 either of which renders the premises not reasonably fit and habitable, the tenant under the rental agreement may deliver a written notice to the landlord specifying the acts and/or omissions constituting the material noncompliance and specifying that the rental agreement will terminate on a date not less than 14 days after receipt of the notice by the landlord, unless the material noncompliance is remedied by the landlord within the time period specified in the notice.”
- **Why This Law Applies:** The law obligates the landlord to maintain the premises in a habitable condition. The continued uninhabitable state due to flooding constitutes material noncompliance. The tenant has the right to send a 14-day notice to the landlord demanding repairs. If the landlord fails to comply within this period, the tenant can terminate the lease.
- **Conclusion:** The tenant can deliver a written notice specifying the landlord’s failure to repair the roof and flooding, and if the landlord does not remedy the situation within 14 days, the tenant is entitled to terminate the rental agreement under Section 5-12-110(a).

- **Argument 4:**

- **Exposition:** The tenant’s apartment became uninhabitable due to flooding, and there has been no response or repairs from the landlord in over a month.
- **Specific Law: 5-12-110(f) Failure to Provide Essential Services.** “If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, either of which constitutes an immediate danger to the health and safety of the tenant or if, contrary to the rental agreement or Section 5-12-070, the landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, the tenant may give written notice to the landlord specifying the material noncompliance or failure. ... (5) Terminate the rental

agreement by written notice to the landlord if the material noncompliance or failure persists for more than 72 hours after the tenant has notified the landlord of the material noncompliance or failure.”

- **Why This Law Applies:** Flooding that renders a unit uninhabitable can be considered a failure to provide essential services, as it immediately endangers the tenant’s health and safety. Given the landlord’s inaction, the tenant has the right to serve a notice specifying the noncompliance. If unresolved in 72 hours, the tenant can terminate the lease.
- **Conclusion:** The tenant may issue a written notice to the landlord regarding the uninhabitable condition due to flooding. If the landlord does not rectify the issue within 72 hours, the tenant can legally terminate the rental agreement under Section 5-12-110(f).

- **Argument 5:**

- **Exposition:** The tenant’s apartment has been uninhabitable for a month due to roof flooding, and the landlord has not made any repairs or provided updates.
- **Specific Law: 5-12-110(e) Damages and Injunctive Relief.** ”If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, the tenant may obtain injunctive relief, and/or recover damages by claim or defense.”
- **Why This Law Applies:** The landlord’s failure to repair the flooded roof constitutes material noncompliance. The tenant is entitled to seek damages or injunctive relief for the landlord’s breach of duty to maintain habitable premises.
- **Conclusion:** The tenant can pursue damages or injunctive relief for the landlord’s failure to repair the roof and address the flooding, as this noncompliance violates Section 5-12-070 and justifies remedies under Section 5-12-110(e).

## 9 Scenario 9: Rentervention 5 - photos

### 9.1 Input

Can my landlord take photos of my personal property and interior of my apartment without my consent?

### 9.2 Output

- **Argument 1:**

- **Exposition:** The tenant is concerned about whether the landlord can take photos of their personal property and the interior of their apartment without their consent.

- **Specific Law:** Section 5-12-050 "Landlord's right of access" of the Residential Landlord and Tenant Ordinance of the City of Chicago.
  - **Why This Law Applies:** This law outlines the conditions under which a landlord is permitted to enter a tenant's dwelling unit. It specifies that a landlord must provide notice and can only enter for specific reasons, such as repairs, inspections, and emergencies. It also states that the landlord cannot abuse the right of access or use it to harass the tenant.
  - **Conclusion:** If the landlord is taking photos without the tenant's consent and outside of the specified reasons for entry (such as conducting repairs, inspections, etc.), this action could be considered an abuse of the right of access. The landlord must provide proper notice and have a legitimate reason for entering the unit. Taking photos without consent likely falls outside these permissible activities, suggesting that the landlord's actions may be unlawful under this ordinance.
- **Argument 2:**
    - **Exposition:** The tenant has not consented to the landlord taking photos of their personal property and interior of the apartment.
    - **Specific Law:** Section 5-12-060 "Remedies for improper denial of access" of the Residential Landlord and Tenant Ordinance of the City of Chicago.
    - **Why This Law Applies:** This section provides remedies for tenants if the landlord makes an unlawful entry or a lawful entry in an unreasonable manner. It states that tenants can seek injunctive relief to prevent recurrence of such conduct or terminate the rental agreement.
    - **Conclusion:** If the landlord has taken photos without proper consent or notice, the tenant may seek legal remedies. The tenant could potentially obtain an injunction to prevent the landlord from making further unauthorized entries or taking photos, or they could terminate the rental agreement, especially if the landlord's actions are deemed harassing or unreasonable.
  - **Argument 3:**
    - **Exposition:** The tenant is questioning the legality of the landlord's actions regarding taking photos of their personal property without consent.
    - **Specific Law:** Section 5-12-160 "Prohibition on interruption of tenant occupancy by landlord" of the Residential Landlord and Tenant Ordinance of the City of Chicago.

- **Why This Law Applies:** This law prohibits landlords from interfering with the tenant’s possession of the dwelling unit without legal authority. It includes a prohibition against actions that could render the unit uninhabitable or interfere with the tenant’s peaceful enjoyment of the premises.
- **Conclusion:** Taking photos without tenant consent could be considered an interference with the tenant’s peaceful enjoyment of their home. If the tenant perceives this action as harassment or a violation of privacy, it could be argued that the landlord’s actions are in violation of this ordinance. The tenant may seek to recover damages or other legal remedies as provided under this section.

- **Argument 4:**

- **Exposition:** The tenant’s privacy is potentially being violated by the landlord taking unauthorized photos of the interior and personal property.
- **Specific Law:** Section 5-12-150 ”Prohibition on retaliatory conduct by landlord” of the Residential Landlord and Tenant Ordinance of the City of Chicago.
- **Why This Law Applies:** Although this section primarily addresses retaliation, it underscores the protection of tenants from unlawful actions by landlords that are not justified by violations of rental agreements or laws. Any unjustified intrusion could be interpreted as retaliatory or harassing behavior.
- **Conclusion:** If the landlord’s actions of taking photos are perceived as retaliatory or harassing, the tenant may have grounds to argue that this behavior violates the ordinance. The tenant could potentially defend against any retaliatory actions taken by the landlord and seek damages for any harassment experienced.

- **Argument 5:**

- **Exposition:** The tenant’s concern is focused on the landlord’s unauthorized action of taking photos inside the apartment.
- **Specific Law:** Section 5-12-040 ”Tenant responsibilities” and Section 5-12-030 ”Definitions” (specifically the definition of ”Premises”) of the Residential Landlord and Tenant Ordinance of the City of Chicago.
- **Why This Law Applies:** The definition of ”Premises” includes the dwelling unit and all housing services and privileges supplied in connection with the occupancy thereof. Tenant responsibilities include maintaining the premises in a safe condition, implicitly suggesting a right to privacy and control over their personal space.



- **Conclusion:** The tenant’s right to maintain their premises in a safe and private condition implies that unauthorized actions by the landlord, such as taking photos without consent, could infringe upon this right. The tenant is responsible for their space, and unauthorized intrusion by the landlord could be contested as a breach of this implicit privacy and control.

## 10 Scenario 10: Wear and tear

### 10.1 Input

My landlord wants to deduct money from my deposit because I damaged an appliance. I was using it regularly and correctly, so it should be considered wear and tear.

### 10.2 Output

- **Argument 1:**

- **Exposition:** On June 1st, 2023, tenants moved out of my two-bedroom rental property after a two-year lease. Upon inspection, significant damage was discovered: deeply scratched and stained hardwood floors, holes in three interior doors, damaged kitchen cabinets, multiple holes in walls, and a damaged refrigerator. The security deposit of \$2,000 was insufficient to cover the repair costs, which totaled \$8,250. On June 10th, I requested the tenants cover the \$6,250 difference.
- **Specific Law:** Chicago Residential Landlord and Tenant Ordinance (RLTO) Section 5-12-080(d)(2).
- **Why This Law Applies:** Section 5-12-080(d)(2) states that a landlord may deduct from the security deposit a reasonable amount necessary to repair any damage caused to the premises by the tenant, excluding reasonable wear and tear. The law also requires the landlord to provide an itemized statement of damages and repair costs within 30 days, attaching paid receipts or estimated costs.
- **Conclusion:** The landlord lawfully requested the tenants to cover the difference of \$6,250 for damages that exceeded the \$2,000 security deposit by providing a detailed list of damages, repair costs, and photos within the required timeframe. The tenants are responsible for paying this amount as the damages go beyond reasonable wear and tear.

- **Argument 2:**

- **Exposition:** Upon inspection on June 3rd, significant property damage was discovered, including deeply scratched and stained hardwood floors, holes in three interior doors, and a damaged refrigerator.
- **Specific Law:** Chicago Residential Landlord and Tenant Ordinance (RLTO) Section 5-12-040(f).
- **Why This Law Applies:** Section 5-12-040(f) mandates that tenants must not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises. The damages described, such as deeply scratched floors and holes in doors, indicate deliberate or negligent destruction, which is a violation of this ordinance.
- **Conclusion:** The tenants violated Section 5-12-040(f) by causing significant property damage. This violation supports the landlord's claim for additional repair costs beyond the security deposit.

• **Argument 3:**

- **Exposition:** The total estimated repair costs for the damages amounted to \$8,250, whereas the security deposit held was only \$2,000. The landlord provided the tenants with a detailed list of damages and repair costs on June 10th.
- **Specific Law:** Chicago Residential Landlord and Tenant Ordinance (RLTO) Section 5-12-080(d).
- **Why This Law Applies:** Section 5-12-080(d) outlines the process for returning the security deposit and allows the landlord to deduct repair costs for damages caused by the tenant. The landlord must provide an itemized statement of damages and repair costs within 30 days of the tenant vacating the property.
- **Conclusion:** The landlord complied with RLTO Section 5-12-080(d) by providing an itemized statement of damages and repair costs within the specified timeframe. The tenants are therefore obligated to cover the additional repair costs of \$6,250.

• **Argument 4:**

- **Exposition:** The landlord requested the tenants cover the additional repair costs of \$6,250 on June 10th, after providing a detailed list of damages and repair costs.
- **Specific Law:** Chicago Residential Landlord and Tenant Ordinance (RLTO) Section 5-12-130(b).
- **Why This Law Applies:** Section 5-12-130(b) gives landlords the right to recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement. The damages to the property constitute material noncompliance with the rental agreement.

- **Conclusion:** The landlord is entitled to recover the additional repair costs of \$6,250 from the tenants due to their material noncompliance with the rental agreement, as stipulated by RLTO Section 5-12-130(b).

- **Argument 5:**

- **Exposition:** The security deposit of \$2,000 was insufficient to cover the \$8,250 in repair costs, and the landlord provided an itemized statement and photos of damages.
- **Specific Law:** Chicago Residential Landlord and Tenant Ordinance (RLTO) Section 5-12-080(d)(1).
- **Why This Law Applies:** Section 5-12-080(d)(1) allows landlords to deduct unpaid rent or repair costs from the security deposit and requires any remaining balance to be addressed. The landlord followed proper procedure by providing documentation within the required timeframe.
- **Conclusion:** Given that the landlord followed the stipulations of RLTO Section 5-12-080(d)(1) and provided appropriate documentation, the tenants are legally required to pay the additional \$6,250 to cover the repair costs.