SOFTWARE & TECH

Mainstreet Organization Of Realtors Residential Lease 2013

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Understanding the Mainstreet Organization of Realtors Residential Lease 2013

For landlords, property managers, and tenants across the Chicago metropolitan area, navigating the complexities of rental agreements requires a reliable and legally sound document. One of the most widely recognized standardized lease forms in this region is the **Mainstreet Organization of Realtors Residential Lease 2013**. This document, developed by a leading real estate trade association, has set a benchmark for clarity, fairness, and legal compliance in residential leasing. Whether you are entering into a new tenancy or managing a portfolio of rental properties, understanding the nuances of this lease form is essential for protecting your interests and ensuring a smooth rental experience.

The Mainstreet Organization of Realtors (MORe) represents over 40,000 real estate professionals in the Chicago suburbs and beyond. Their 2013 Residential Lease form was designed to address the specific needs of the local housing market while incorporating best practices from property law. Although it was introduced several years ago, its provisions remain highly relevant, and many practitioners continue to rely on its structure for new leases today.

What Is the Mainstreet Organization of Realtors Residential Lease 2013?

The **Mainstreet Organization of Realtors Residential Lease 2013**is a standardized template used to formalize the agreement between a landlord and a tenant for the rental of residential property. Unlike generic lease forms found online, this document was drafted with input from experienced real estate attorneys and industry professionals. It reflects the legal standards and customary practices common in Illinois, particularly within the jurisdiction served by MORe.

This lease form covers all essential aspects of a rental arrangement, including rent payment terms, security deposit handling, maintenance responsibilities, property access rules, and conditions for lease termination. Its comprehensive nature helps reduce ambiguity and minimizes the risk of disputes between parties.

Historical Context and Continued Relevance

While the 2013 version is still in use, it is important to note that lease forms evolve. MORe has since released updated versions; however, the 2013 lease remains a valid and enforceable contract if both parties agree to its terms. Many landlords and property management companies continue to use this version because of its familiarity and track record in court proceedings. Understanding its provisions helps landlords and tenants identify any gaps that may require an addendum or rider, especially when local ordinances have changed since 2013.

The 2013 form also serves as a valuable educational tool for those new to real estate. By studying its structure,

one gains insight into the key components of a legally binding residential lease in Illinois.

Key Provisions of the Mainstreet Organization of Realtors Residential Lease 2013

Parties and Premises

The lease begins by clearly identifying the landlord and tenant, along with the premises being rented. This includes the full address and a description of the unit. In a typical **Mainstreet Organization of Realtors Residential Lease 2013**, it is important to verify that all tenants over the age of 18 are listed and sign the document. This ensures that each individual is jointly and severally liable for the terms of the lease, meaning the landlord can pursue any one tenant for the full amount owed.

Term and Rent Payments

The lease specifies the start and end dates of the tenancy. It also outlines the monthly rent amount, the due date, and acceptable methods of payment. Late fees, grace periods, and returned check charges are detailed in this section. For tenants, understanding these financial obligations upfront prevents unexpected costs. For landlords, clear rent provisions simplify enforcement if payments become irregular.

Security Deposits

Security deposit handling is a critical area addressed by the **Mainstreet Organization of Realtors Residential Lease 2013**. The form stipulates the amount of the deposit, how it will be held, and the conditions for its return. In Illinois, specific laws govern security deposits, including interest payment requirements in certain municipalities like Chicago. The 2013 MORe lease form generally aligns with state law, but landlords should always check local ordinances to ensure full compliance.

Maintenance and Repairs

This section divides responsibilities between the landlord and tenant. Typically, the landlord is responsible for maintaining structural components and major systems such as plumbing, heating, and electrical. Tenants are expected to keep the premises clean and report any damages promptly. The lease also addresses who handles minor repairs and under what conditions a tenant may deduct repair costs from rent.

Utilities and Services

The lease clearly indicates which utilities are included in the rent and which are the tenant's responsibility. Common arrangements include landlords covering water and trash removal while tenants pay for electricity, gas, and internet. This section helps avoid confusion and disputes over unpaid utility bills.

Use of Premises and Occupancy Limits

Tenants agree to use the property as a private residence and to comply with all applicable laws and homeowners' association rules. Occupancy limits are also specified. Subletting and assignment of the lease are typically prohibited without the landlord's prior written consent. This provision protects landlords from unauthorized tenants and potential overcrowding issues.

Pets and Animals

The **Mainstreet Organization of Realtors Residential Lease 2013**includes a section on pets. If pets are allowed, the lease outlines any additional fees, deposits, and restrictions regarding breed, size, or number of animals. Service animals and emotional support animals are handled separately under fair housing laws, and landlords must be careful not to apply pet policies in a way that discriminates against individuals with disabilities.

Entry and Inspection

Landlords retain the right to enter the premises for inspections, repairs, and showings, but must provide

reasonable notice as required by Illinois law. The lease typically stipulates a 24-hour notice period except in emergencies. This balance respects the tenant's right to privacy while allowing the landlord to manage the property effectively.

Default and Remedies

If either party breaches the lease terms, the document specifies the consequences. For tenants, failure to pay rent or violation of lease conditions can lead to eviction proceedings. The lease outlines the notice requirements and cure periods before the landlord may terminate the tenancy. Landlords who fail to meet their obligations, such as maintaining habitable conditions, may also face legal consequences.

Benefits of Using the Mainstreet Organization of Realtors Residential Lease 2013

Legal Compliance and Clarity

One of the primary advantages of using this standardized lease form is its alignment with Illinois landlord-tenant law. The document has been reviewed by legal professionals to ensure that its terms are enforceable and do not violate state statutes. This reduces the risk of costly litigation due to ambiguous or illegal lease provisions.

Consistency Across Properties

For landlords managing multiple rental units, using the same lease template ensures uniformity. The **Mainstreet Organization of Realtors Residential Lease 2013** provides a consistent framework that can be adapted with addenda for property-specific details. This simplifies property management and helps maintain professional standards across all tenancies.

Widely Accepted by Courts and Professionals

Because this lease form is well-known among real estate professionals in the Chicago area, it has a track record in court. Judges and attorneys are familiar with its language, which can expedite eviction proceedings or other legal actions. Tenants also benefit from knowing that the lease they are signing is a standard, reputable document.

Important Considerations for Landlords and Tenants

Local Ordinances May Supersede Lease Terms

While the **Mainstreet Organization of Realtors Residential Lease 2013** is comprehensive, it cannot override local laws. Cities like Chicago, Evanston, and Oak Park have specific tenant protections regarding rent control, eviction moratoriums, and security deposit interest. Both landlords and tenants should familiarize themselves with applicable municipal codes to ensure that the lease operates within the legal framework.

Addenda and Riders

The 2013 lease form is designed to be used with additional documents. Common addenda include lead-based paint disclosures for properties built before 1978, bed bug addenda, and parking agreements. Landlords should attach all required federal and state disclosures to the lease before signing. Tenants should read every addendum carefully, as these documents form part of the binding contract.

Electronic Signatures and Record Keeping

Since 2013, the use of electronic signatures has become widespread. While the original lease form was designed for paper use, most parties now execute the document digitally. Electronic signatures are generally enforceable in Illinois, but both parties should retain a copy of the fully executed lease for their records. Good record keeping helps resolve disputes and provides proof of agreed-upon terms.

How the 2013 Lease Compares to Modern Versions

MORe has released updated versions of the residential lease since 2013. Newer editions often include provisions addressing contemporary issues such as electronic payments, smart home devices, and short-term rental prohibitions like Airbnb. However, the core structure remains similar. Landlords using the 2013 version should consider whether any updates are necessary to address current legal requirements or market practices.

For example, many newer leases explicitly prohibit tenants from using the property for short-term rentals. If the 2013 form does not include this language, a landlord may wish to add a rider. Similarly, data privacy concerns related to smart locks and security cameras are more prominent now than they were in 2013. Landlords should ensure that their lease reflects their actual practices regarding technology in the rental unit.

Practical Tips for Using the Mainstreet Organization of Realtors Residential Lease 2013

- Read the entire lease before signing. Both landlords and tenants should review every provision to ensure understanding and agreement. Do not rely solely on verbal promises.
- Fill in all blanks. Incomplete leases can lead to disputes. Every field should be completed, or marked as not applicable, to avoid ambiguity.
- Attach required disclosures. Federal and state law mandates certain disclosures for lead paint, mold, and other hazards. These must be appended to the lease and signed separately if required.
- Keep a signed copy. After execution, both parties should retain a copy of the complete lease package, including all addenda and disclosures.
- Consult an attorney for complex situations. If the property is in a rent-controlled jurisdiction or if unusual terms are being negotiated, legal counsel is advisable.

Common Questions About the Mainstreet Organization of Realtors Residential Lease 2013

Is this lease form still valid?

Yes, the **Mainstreet Organization of Realtors Residential Lease 2013**is still a valid and enforceable contract as long as it is properly executed and complies with current law. However, both parties should verify that its provisions do not conflict with any newer local regulations.

Can I modify the lease?

Modifications to the lease are possible but should be made through addenda rather than altering the preprinted text. Any changes should be initialed by both parties to confirm agreement.

Who pays for the attorney fees if there is a dispute?

Many standardized leases, including this one, contain a clause requiring the losing party in a legal dispute to pay the prevailing party's attorney fees. This provision should be reviewed carefully, as it can significantly impact the cost of litigation.

Conclusion

The **Mainstreet Organization of Realtors Residential Lease 2013**remains a trusted and effective tool for establishing residential tenancy agreements in the Chicago area. Its thorough coverage of essential lease terms, combined with its alignment with Illinois law, offers protection and clarity for both landlords and tenants. While newer versions exist and local ordinances may require adjustments, the 2013 lease form continues to serve as a reliable foundation for rental relationships. By understanding its provisions and using it thoughtfully, real estate professionals and renters alike can create tenancies that are transparent, fair, and legally sound.

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