



Rep. William Davis

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LRB094 15383 AJ0 56200 a

1 AMENDMENT TO HOUSE BILL 4758

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 4758, AS AMENDED, by  
3 replacing everything after the enacting clause with the  
4 following:

5 "Section 1. Short title. This Act may be cited as the  
6 Residential Tenant Protection Act.

7 Section 5. Findings. The General Assembly finds and  
8 declares the following:

9 (1) The Forcible Entry and Detainer provisions of the  
10 Code of Civil Procedure provide a legal method to remove  
11 tenants from a dwelling unit, if the tenant has failed to  
12 live up to the terms of the rental agreement.

13 (2) The Illinois Constitution states in Article I,  
14 Section 2, that "No person shall be deprived of life,  
15 liberty or property without due process of law nor be  
16 denied the equal protection of the laws".

17 (3) Residential lock-outs are a form of illegal  
18 eviction that runs contrary to the legislative intent of  
19 the Forcible Entry and Detainer provisions of the Code of  
20 Civil Procedure and to the intent of the Illinois  
21 Constitution and forces families out of their homes with  
22 virtually no advance notice or warning.

23 (4) Over 50% of the tenant-occupied housing in the  
24 State is protected by municipal ordinances that restrict

1 lock-outs; however, municipalities that are not home rule  
2 units are unable to enact ordinances of that type.

3 (5) Despite current statutory and constitutional  
4 prohibitions, residential lock-outs occur at an alarmingly  
5 frequent rate, with one in 7 low-income tenants outside the  
6 City of Chicago experiencing a residential lock-out at some  
7 time in his or her life.

8 (6) Residential lock-outs are a major cause of  
9 homelessness for Illinois families.

10 (7) Current Illinois law fails to empower local police  
11 to act to protect tenants when made aware of a residential  
12 lock-out.

13 (8) Residential lock-outs take many forms that were not  
14 fully anticipated in the Forcible Entry and Detainer  
15 provisions of the Code of Civil Procedure, including  
16 utility shut-offs and threats of violence.

17 (9) A threat of a residential lock-out made to a tenant  
18 makes the tenant's dwelling unit uninhabitable in a  
19 practical sense; however, these threats have not been  
20 treated previously as a residential lock-out under  
21 Illinois law.

22 (10) Residential lock-outs put an unnecessary strain  
23 on the judicial system through the need to issue emergency  
24 orders in appropriate circumstances.

25 (11) The State of Illinois has a housing plan that  
26 states the need to put in place policies that prevent  
27 homelessness.

28 Section 10. Purposes.

29 (a) This Act shall be liberally construed and applied to  
30 promote its underlying purposes and policies.

31 (b) The underlying purposes and policies of this Act are:

32 (1) to ensure that the Forcible Entry and Detainer  
33 provisions of the Code of Civil Procedure are the only

1 means by which a tenant can be evicted; and

2 (2) to provide a remedy for victims of unlawful  
3 residential lock-outs.

4 Section 15. Definitions. As used in this Act:

5 "Landlord" and "tenant" have the meanings given to those  
6 terms in the Rental Property Utility Service Act.

7 "Dwelling unit" has the meaning given to the term "single  
8 dwelling unit" in the Dwelling Structure Contract Act.

9 "Dwelling structure" has the meaning given to that term in  
10 the Dwelling Structure Contract Act.

11 "Abandonment" means that circumstance when all tenants  
12 have been absent from the dwelling unit for a period of 21 days  
13 or for one rental period, whichever is greater, the tenants  
14 have removed their personal property from the dwelling unit and  
15 dwelling structure, and the rent for the period is unpaid.

16 "Lock-out" means the ouster or dispossession of a tenant by  
17 a landlord without the lawful authority to do so.

18 "Residential lock-out" means the ouster or dispossession  
19 of a tenant by a landlord from the residential premises  
20 occupied by the tenant, without the lawful authority to perform  
21 the ouster or dispossession.

22 Section 20. Residential lock-out.

23 (a) Residential lock-out. It is unlawful for any landlord  
24 or any person acting at the direction of a landlord to  
25 knowingly perform a residential lock-out, or to threaten or  
26 attempt to perform a residential lock-out, of any residential  
27 tenant from the tenant's dwelling unit. The following acts by a  
28 landlord concerning a tenant constitute a residential  
29 lock-out:

30 (1) incapacitating, changing, adding, or removing any  
31 lock or latching device to any entrance or exit to the  
32 dwelling unit or dwelling structure to which the tenant is

1 entitled to have access;

2 (2) blocking or rendering useless any entrance or exit  
3 into the dwelling unit or dwelling structure including, but  
4 not limited to, removing any door or window from the  
5 dwelling unit or dwelling structure;

6 (3) interfering with services to the dwelling unit or  
7 dwelling structure including, but not limited to, the  
8 failure of the landlord or the agent of the landlord to  
9 pay, pursuant to a written or verbal agreement with that  
10 tenant, for services to the dwelling unit or dwelling  
11 structure including, but not limited to, the services of  
12 electricity, gas, hot or cold water, and heat;

13 (4) removing personal property of a tenant from the  
14 tenant's dwelling unit or the dwelling structure;

15 (5) removing or incapacitating appliances or fixtures  
16 that are (i) located in the dwelling unit pursuant to an  
17 agreement between the landlord and the tenant and (ii)  
18 necessary to make the unit habitable;

19 (6) using force, violence, or sexual harassment  
20 against a tenant;

21 (7) acting or failing to act in a manner that renders  
22 the dwelling unit, the dwelling structure, or any part of  
23 the dwelling unit or dwelling structure inaccessible or  
24 uninhabitable; or

25 (8) acting or failing to act in a manner that renders  
26 inaccessible any personal property of the tenant in the  
27 dwelling unit or the dwelling structure.

28 (b) Lawful actions. The following actions of a landlord or  
29 a person acting at the direction of a landlord directed to a  
30 tenant or a tenant's personal property do not constitute a  
31 residential lock-out:

32 (1) eviction by a sheriff or other lawfully deputized  
33 officer acting in his or her official capacity after a  
34 judgment for possession has been obtained through the

1 Forcible Entry and Detainer provisions of the Code of Civil  
2 Procedure;

3 (2) entry after a tenant has abandoned a dwelling unit,  
4 as defined in Section 15 of this Act;

5 (3) actions in accordance with a court order entered  
6 pursuant to the Illinois Domestic Violence Act of 1986,  
7 Article 112A of the Code of Criminal Procedure of 1963, the  
8 Civil No Contact Order Act, or any other statute or  
9 provision of law providing relief to a victim of domestic  
10 or sexual violence;

11 (4) temporary interference with possession:

12 (A) to make needed repairs or to conduct an  
13 emergency inspection, as necessary and only as  
14 provided by law and with proper written notice at least  
15 24 hours in advance of the interference;

16 (B) to make needed repairs or perform maintenance  
17 elsewhere in the dwelling structure, for practical  
18 necessity, because the nature of the work or a problem  
19 that has arisen unexpectedly requires access, provided  
20 that proper written notice of explanation is provided  
21 to the tenant no later than 2 days after the entry; or

22 (C) to address an emergency or for a practical  
23 necessity, provided that proper written notice of  
24 explanation is provided to the tenant no later than 2  
25 days after the entry.

26 (c) It is an affirmative defense to an alleged violation of  
27 this Act if the circumstances concerning the alleged violation  
28 are within one of the circumstances described in subparagraph  
29 (A), (B), or (C) of paragraph (3) of subsection (b) of this  
30 Section 20 and the landlord gives the type of written notice  
31 required by the applicable subparagraph (A), (B), or (C) of  
32 paragraph (3) of subsection (b) of this Section 20.

33 (d) In addition to any other remedy supplied in this Act or  
34 under another law, if a landlord performs a residential

1 lock-out, the tenant may file suit in the circuit court and  
2 upon proof of a violation shall be entitled to both injunctive  
3 relief and monetary damages. If a landlord threatens or  
4 attempts to perform a residential lock-out, the tenant may file  
5 suit in the circuit court and upon proof of a violation shall  
6 only be entitled to injunctive relief. Injunctive relief  
7 includes, but is not limited to, restoration of possession of  
8 the tenant to his or her dwelling unit, personal property,  
9 utility service, and relief against future interference.  
10 Damages shall be either in the amount of 2 times the tenant's  
11 replacement costs, or 6 times the monthly rent for the unit,  
12 whichever is greater, plus the tenant's reasonable attorney's  
13 fees and costs.

14 Section 25. Effect on other laws.

15 (a) More protective laws. Nothing in this Act shall be  
16 construed to supersede any provision of any federal, State, or  
17 local law that provides greater protections than the rights  
18 established under this Act.

19 (b) Less protective laws. The rights established under this  
20 Act shall not be diminished by any State law or local  
21 ordinance.

22 Section 30. Prohibition on waiver or modification. The  
23 provisions of this Act may not be waived or modified by an  
24 agreement of the parties.

25 Section 99. Effective date. This Act takes effect upon  
26 becoming law."