

HB2559



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

HB2559

Introduced 2/4/2025, by Rep. Dagmara Avelar

SYNOPSIS AS INTRODUCED:

765 ILCS 77/35

Amends the Real Property Disclosure Act. Requires the age of a roof to be disclosed in the Disclosure Report.

LRB104 08376 JRC 18427 b

A BILL FOR

1 AN ACT concerning civil law.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Residential Real Property Disclosure Act is
5 amended by changing Section 35 as follows:

6 (765 ILCS 77/35)

7 Sec. 35. Disclosure report form. The disclosures required
8 of a seller by this Act shall be made in the following form:

9 RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

10 NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE
11 PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN
12 THE RESIDENTIAL REAL PROPERTY BEFORE THE SIGNING OF A
13 CONTRACT. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO
14 CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS"
15 CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL
16 DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE
17 PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL
18 PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE
19 BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL
20 OBLIGATIONS ON THE SELLER; THEREFORE THE SELLER MAY WISH TO
21 CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

22 Property Address:

23 City, State & Zip Code:

1 Seller's Name:

2 This Report is a disclosure of certain conditions of the
3 residential real property listed above in compliance with the
4 Residential Real Property Disclosure Act. This information is
5 provided as of ...(month) ...(day) ...(year). The disclosures
6 herein shall not be deemed warranties of any kind by the seller
7 or any person representing any party in this transaction.

8 In this form, "aware" means to have actual notice or
9 actual knowledge without any specific investigation or
10 inquiry. In this form, "material defect" means a condition
11 that would have a substantial adverse effect on the value of
12 the residential real property or that would significantly
13 impair the health or safety of future occupants of the
14 residential real property unless the seller reasonably
15 believes that the condition has been corrected.

16 The seller discloses the following information with the
17 knowledge that even though the statements herein are not
18 deemed to be warranties, prospective buyers may choose to rely
19 on this information in deciding whether or not and on what
20 terms to purchase the residential real property.

21 The seller represents that to the best of his or her actual
22 knowledge, the following statements have been accurately noted
23 as "yes" (correct), "no" (incorrect), or "not applicable" to
24 the property being sold. If the seller indicates that the
25 response to any statement, except number 1, is yes or not
26 applicable, the seller shall provide an explanation in the

1 additional information area of this form.

2 YES NO N/A

3 1..... Seller has occupied the property
4 within the last 12 months.

5 (If "no," please identify capacity or
6 explain relationship to property.)

7 2..... I currently have flood hazard
8 insurance on the property.

9 3..... I am aware of flooding or recurring
10 leakage problems in the crawl
11 space or basement.

12 4..... I am aware that the property is
13 located in a floodplain.

14 5..... I am aware of material defects in
15 the basement or foundation
16 (including cracks and bulges).

17 6..... I am aware of leaks or material
18 defects in the roof, ceilings, or
19 chimney.

20 7..... I am aware of material defects in
21 the walls, windows, doors, or floors.

22 8..... I am aware of material defects in
23 the electrical system.

24 9..... I am aware of material defects in
25 the plumbing system (includes
26 such things as water heater, sump

1 pump, water treatment system,
2 sprinkler system, and swimming
3 pool).

4 10..... I am aware of material defects in
5 the well or well equipment.

6 11..... I am aware of unsafe conditions in
7 the drinking water.

8 12..... I am aware of material defects in
9 the heating, air conditioning, or
10 ventilating systems.

11 13..... I am aware of material defects in
12 the fireplace or woodburning
13 stove.

14 14..... I am aware of material defects in
15 the septic, sanitary sewer, or
16 other disposal system.

17 15..... I am aware of unsafe concentrations
18 of radon on the premises.

19 16..... I am aware of unsafe concentrations
20 of or unsafe conditions relating
21 to asbestos on the premises.

22 17..... I am aware of unsafe concentrations
23 of or unsafe conditions relating
24 to lead paint, lead water pipes,
25 lead plumbing pipes or lead in
26 the soil on the premises.

1 and Community Protection Act.

2 25..... I am aware that the roof of this
3 property is years old.

4 Note: These disclosures are not intended to cover the
5 common elements of a condominium, but only the actual
6 residential real property including limited common elements
7 allocated to the exclusive use thereof that form an integral
8 part of the condominium unit.

9 Note: These disclosures are intended to reflect the
10 current condition of the premises and do not include previous
11 problems, if any, that the seller reasonably believes have
12 been corrected.

13 If any of the above are marked "not applicable" or "yes",
14 please explain here or use additional pages, if necessary:

15
16
17

18 Check here if additional pages used:

19 Seller certifies that seller has prepared this report and
20 certifies that the information provided is based on the actual
21 notice or actual knowledge of the seller without any specific
22 investigation or inquiry on the part of the seller. The seller
23 hereby authorizes any person representing any principal in
24 this transaction to provide a copy of this report, and to
25 disclose any information in the report, to any person in
26 connection with any actual or anticipated sale of the

1 property.

2 (This paragraph shall be printed in boldface type.) THE
3 SELLER ACKNOWLEDGES THAT THE SELLER IS REQUIRED TO PROVIDE
4 THIS DISCLOSURE REPORT TO THE PROSPECTIVE BUYER BEFORE THE
5 SIGNING OF THE CONTRACT AND HAS A CONTINUING OBLIGATION,
6 PURSUANT TO SECTION 30 OF THE RESIDENTIAL REAL PROPERTY
7 DISCLOSURE ACT, TO SUPPLEMENT THIS DISCLOSURE PRIOR TO
8 CLOSING.

9 Seller: Date:

10 Seller: Date:

11 THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE
12 TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT
13 TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS
14 IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS
15 OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO
16 OBTAIN OR NEGOTIATE. (The remainder of this paragraph shall be
17 printed in boldface type.) THE FACT THAT THE SELLER IS NOT
18 AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE
19 THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT THE
20 PROSPECTIVE BUYER MAY REQUEST AN INSPECTION OF THE PREMISES
21 PERFORMED BY A QUALIFIED PROFESSIONAL.

22 Prospective Buyer: Date: Time:

23 Prospective Buyer: Date: Time:

24 (Source: P.A. 102-765, eff. 5-13-22.)