



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

HB3687

Introduced 2/18/2025, by Rep. Lilian Jiménez

SYNOPSIS AS INTRODUCED:

New Act

50 ILCS 825/5

50 ILCS 825/6 new

50 ILCS 825/10

765 ILCS 720/Act rep.

765 ILCS 745/18

from Ch. 80, par. 218

Creates the Let the People Lift the Ban Act. Includes legislative findings and purpose. Defines terms. Excludes specified types of residences and occupancies from the Act. Includes provisions relating to rental agreements, tenant and landlord rights and obligations, tenant and landlord remedies, security deposits, retaliatory conduct, lockouts, and conflict with other provisions of law. Amends the Rent Control Preemption Act. Provides that a prohibition on a unit of local government enacting, maintaining, or enforcing an ordinance or resolution that would have the effect of controlling the amount of rent charged for leasing private residential or commercial property does not apply if the voters of the unit of local government have approved a referendum allowing rent control. Adds provisions about local rent control regulation, including regulation within a district, precinct, ward, or other similar subdivision of a unit of local government. Changes the home rule preemption of the Act to concurrent exercise of home rule powers by a unit rather than exclusive exercise by the State. Repeals the Retaliatory Eviction Act. Effective immediately.

LRB104 09704 RTM 19770 b

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 1. Short title. This Act may be cited as the Let
5 the People Lift the Ban Act.

6 Section 5. Findings. The General Assembly finds that:

7 (1) There is a significant shortage of safe,
8 affordable, and healthy rental housing in the State,
9 especially for hundreds of thousands of lower-income
10 renters. One-third of residents, or nearly 1.6 million
11 households, depend on rental housing.

12 (2) The rate at which rent has increased in the State
13 has continued to outpace the increase in residents' real
14 wages, resulting in an increasing rent burden borne by
15 households, especially vulnerable populations. This
16 growing burden threatens the quality and stability of
17 housing available to renters.

18 (3) Many households that depend on rental housing are
19 low-income and are rent-burdened, meaning that they pay
20 more than 30% of the household income on rent.
21 Additionally, some of these households are severely
22 cost-burdened, meaning that the household must devote more
23 than 50% of the household income to paying rent, leaving

1 little for other household necessities, such as health
2 care, education, vocational training, transportation, or
3 utilities.

4 (4) An inability to find affordable housing negatively
5 impacts tenants' economic stability, health and
6 well-being, and capacity to participate in their
7 communities. A lack of stable housing may limit a parent's
8 ability to maintain employment, a child's capacity to
9 succeed at school, and, for lower-income families, the
10 potential to escape the cycle of poverty.

11 (5) Tenants' inability to find and retain affordable
12 housing results in increased rates of involuntary
13 displacement, eviction, and property turnover, creating
14 additional burdens for landlords and property owners,
15 social service agencies, local governments, and the
16 judicial system, as well as renter households.

17 Section 10. Purpose. The purpose of this Act is to promote
18 the maintenance and expansion of the supply of healthy,
19 accessible, safe, and affordable rental housing, and to
20 establish the rights and obligations of landlords and tenants
21 in the rental of dwelling units in the State. This Act is
22 remedial in its general purpose and shall be construed
23 liberally to achieve its objectives.

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

1 "Dwelling unit" means any structure or part of a
2 structure, or land appurtenant to a structure, or any parcel
3 of real property that is rented or available for rent for
4 residential use and occupancy by one or more persons who
5 maintain a household together, with the common areas and all
6 housing services, privileges, furnishings, and facilities
7 supplied in connection with the use or occupancy of the unit,
8 including garage and parking facilities. "Dwelling unit"
9 includes a mobile or manufactured home or mobile or
10 manufactured home lot where the tenant has entered into a
11 rental agreement to reside in the home or home lot.

12 "Harass" or "harassing" means knowing conduct that is not
13 necessary to accomplish a purpose reasonable under the
14 circumstances that would cause a reasonable tenant emotional
15 distress and does cause emotional distress to the tenant.

16 "Landlord" means the owner, agent, lessor, sublessor, or
17 the successor in interest of the owner, agent, lessor, or
18 sublessor of a dwelling unit or the building of which it is
19 part.

20 "Move-in fee" means the fee that a landlord charges to a
21 tenant that is reasonably related to the landlord's cost for a
22 tenant moving into the dwelling unit, including, but not
23 limited to, additional security costs or additional trash
24 removal.

25 "Owner" means one or more persons, jointly or severally,
26 in whom is vested all or part of the legal title to property,

1 or all or part of the beneficial ownership, and a right to
2 present use and enjoyment of the premises, including a
3 mortgagee in possession.

4 "Owner-occupied" means that the residential building, or
5 at least a portion or one unit of a residential building,
6 condominium, or cooperative, is occupied by the owner of the
7 residential building as the owner's principal residence.

8 "Person" means an individual, corporation, government,
9 governmental subdivision or agency, business trust, estate,
10 trust, partnership or association, or any other legal or
11 commercial entity unless otherwise expressly excluded.

12 "Premises" means the dwelling unit and the structure of
13 which it is a part, facilities and appurtenances in the
14 dwelling unit or structure, and grounds, areas, and facilities
15 held out for the use of tenants.

16 "Rent" means all payments to be made to the landlord under
17 the rental agreement. When it is used as a determination of
18 damages, and the tenant has a subsidized rent, such as a
19 housing choice voucher, "rent" means the full market rent, not
20 the tenant rent based on income.

21 "Rental agreement" or "lease" means a written or oral
22 agreement, and any valid rules and regulations adopted under
23 subsection (c) of Section 45, embodying the terms and
24 conditions concerning the use and occupancy of a dwelling unit
25 and premises.

26 "Security deposit" means funds provided to a landlord to

1 secure payment or performance of a tenant's obligations under
2 a rental agreement, or the obligations of the tenant for its
3 guests or pets, and the identifiable proceeds of the funds,
4 however denominated. "Security deposit" does not include rent
5 or fees.

6 "Tenant" means a person entitled, by written or oral
7 agreement, subtenancy approved by the landlord, or by
8 sufferance, to occupy a dwelling unit to the exclusion of
9 others.

10 "Written notice" means communications in writing shared as
11 handwritten, typed, or printed documents, mailed documents, or
12 electronically mailed or messaged documents.

13 Section 20. Exclusions.

14 (a) The following arrangements are not governed by this
15 Act:

16 (1) Transient occupancy in a hotel or motel.

17 (2) Residence at a public or private medical facility,
18 extended-care facility, geriatric facility, convent,
19 monastery, religious institution, temporary overnight
20 shelter, transitional shelter, educational dormitory, or
21 in a structure operated for the benefit of a social or
22 fraternal organization.

23 (3) Occupancy under a contract sale of a dwelling unit
24 if the occupant is the purchaser.

25 (4) Occupancy in a cooperative apartment by a

1 shareholder of the cooperative.

2 (5) Occupancy by an employee of a landlord whose
3 occupancy is conditional upon employment in or about the
4 premises.

5 (6) Occupancy in a residential building in which
6 occupancy is limited to 6 units or fewer and that is
7 owner-occupied.

8 (7) Occupancy in a residential unit that is a
9 single-family home, including a single condominium unit,
10 if:

11 (A) the unit is the only residential unit leased
12 by the owner;

13 (B) the owner or immediate family member has
14 actually resided at the property for at least one
15 month in the 12 months prior to marketing the
16 property;

17 (C) the owner, not a management company,
18 personally manages the unit; and

19 (D) the owner is not a corporation.

20 (8) Occupancy in a dwelling unit in a hotel, motel,
21 inn, bed and breakfast establishment, rooming house, or
22 boardinghouse, but only until the dwelling unit has been
23 occupied by a tenant for 32 or more continuous days and
24 tenant pays a monthly rent, exclusive of any period of
25 wrongful occupancy contrary to agreement with an owner. No
26 landlord shall bring an action to recover possession of

1 the unit, or avoid renting periodically, in order to avoid
2 the application of this paragraph. Any willful attempt to
3 avoid application of this paragraph by an owner may be
4 punishable by criminal or civil actions.

5 (b) If a residence is excluded from coverage by this
6 Section, the owner shall make this exclusion known to
7 prospective tenants in marketing materials and shall
8 prominently state the exclusion on any application materials
9 before the owner accepts any application fees, credit check
10 fees, or holding fees.

11 (c) The anti-lockout prohibition under Section 70 applies
12 to all dwelling units that are otherwise excluded by
13 paragraphs (3), (5), (6), (7), and (8) of subsection (a).

14 (d) A landlord may not create a rental agreement in the
15 form of an excluded agreement to avoid the application of this
16 Section.

17 (e) Where a mobile home owner who, as a tenant, rents a
18 manufactured home lot in a mobile home park, as those terms are
19 defined or used in the Mobile Home Landlord and Tenant Rights
20 Act, the park owner does not have to ensure that the mobile
21 home:

22 (1) is maintained in accordance with the habitability
23 standards under paragraph (3) of subsection (c) of Section
24 30;

25 (2) has adequate heat under subsection (d) of Section
26 30; or

1 (3) is maintained free of bedbugs under subsection (d)
2 of Section 55.

3 (f) Park owners shall ensure that any lots rented to
4 mobile homeowners comply with subsections (Q), (R), (S), (T),
5 (W), and (X) of the habitability standards under paragraph (3)
6 of subsection (c) of Section 30.

7 Section 25. Rental agreements.

8 (a) When a landlord and a tenant enter into a rental
9 agreement, that rental agreement shall comply with the
10 requirements of this Section regardless of the duration of the
11 tenancy. A landlord and tenant may include in a rental
12 agreement any terms and conditions that are not prohibited by
13 this Section or other law, including rent, term of the
14 agreement, and other provisions governing the rights and
15 obligations of the parties.

16 (b) Any written rental agreement subject to this Section
17 shall contain the full names of all known occupants of the
18 dwelling unit leased or to be leased under the rental
19 agreement. The individual occupancy of the dwelling unit may
20 not exceed the maximum occupancy permitted elsewhere in the
21 applicable building code for that size unit.

22 (c) Rent is to be payable at the time and place agreed upon
23 by the parties. Unless otherwise agreed, rent is payable at
24 the dwelling unit at the beginning of any term of one month or
25 less or in equal monthly installments at the beginning of each

1 month. Unless otherwise agreed, rent shall be uniformly
2 apportionable from day to day.

3 (d) Unless otherwise agreed, when a tenant pays weekly,
4 the tenancy shall be week to week and, in all other cases,
5 month to month.

6 (e) The following apply to an unsigned or undelivered
7 written rental agreement:

8 (1) If the landlord and tenant have agreed to a
9 written rental agreement, and the landlord fails to sign
10 or deliver the written agreement to the tenant, the
11 landlord's acceptance of rent, without reservation by the
12 landlord, gives the rental agreement the same effect as if
13 the landlord had signed and delivered the written rental
14 agreement to the tenant.

15 (2) If the landlord and tenant have agreed to a
16 written rental agreement, and the tenant fails to sign or
17 deliver the written agreement to the landlord, the
18 tenant's acceptance of possession and payment of rent,
19 without reservation, gives the rental agreement the same
20 effect as if the tenant had signed and delivered the
21 written rental agreement to the landlord.

22 (3) A written rental agreement given effect by the
23 operation of this subsection shall have a term of one
24 year.

25 (f) A rental agreement may not require that the tenant or
26 the landlord:

1 (1) waive or forgo rights or remedies under this
2 Section, State law, or federal law;

3 (2) authorize a confession of judgment, or any entry
4 of a judgment by a court without written notice or a trial,
5 for any claim, including, but not limited to, debts,
6 liabilities, damages, and obligations, arising out of the
7 rental agreement;

8 (3) waive any written termination of tenancy notice or
9 manner of service of the written termination provided
10 under State law or this Section, summons, copy of
11 complaint, petition, right to notice, motion, entry of
12 appearance, or other documents from the court as
13 established through the judicial process in the manner
14 provided by the Code of Civil Procedure or any action,
15 regardless of good cause or cost;

16 (4) agree to a nondisparagement clause that limits any
17 written or oral statements, remarks, or other
18 communications, public or private, directly or indirectly
19 made by tenants regarding the landlord, property,
20 management, staff, officers, directors, representatives,
21 investors, shareholders, administrators, affiliates,
22 employees, affiliated corporations, divisions, or
23 subsidiaries;

24 (5) limit any liability of the tenant or landlord
25 arising under law or indemnify the tenant or landlord for
26 that liability or the costs connected with that liability;

1 (6) waive the right of any party to a trial by jury;

2 (7) agree that the tenant will pay the landlord's
3 attorney's fees of a lawsuit arising out of the tenancy,
4 except as provided for by law. This paragraph also applies
5 to a mobile home owner who, as a tenant, rents a mobile
6 home lot in a mobile home park, as those terms are defined
7 or used in the Mobile Home Landlord and Tenant Rights Act;

8 (8) agree that either party may cancel or terminate a
9 rental agreement at a different time or within a shorter
10 time period than the other party, unless these terms are
11 disclosed in a separate written notice;

12 (9) agree that a tenant shall pay a charge, fee or
13 penalty in excess of \$10 per month for the first \$1,000 in
14 monthly rent plus 5% per month for any amount in excess of
15 \$1,000 in monthly rent for the late payment of rent. This
16 paragraph also applies to a mobile home owner who, as a
17 tenant, rents a mobile home lot in a mobile home park, as
18 those terms are defined or used in the Mobile Home
19 Landlord and Tenant Rights Act;

20 (10) agree that a tenant shall receive a discount in
21 excess of \$10 per month for the first \$1,000 in monthly
22 rent plus 5% per month for any amount in excess of \$1,000
23 in monthly rent if the tenant pays rent before a specified
24 date or within a specified time period in the month;

25 (11) agree that a landlord shall apply rent payments
26 to a charge other than rent, including, but not limited

1 to, utilities, fines, late fees, or other charges; or

2 (12) agree that the landlord shall impose a fee in
3 excess of the reasonable cost of that expense, including,
4 but not limited to, credit check fees and move-in fees. A
5 landlord shall not rename a fee or charge to avoid
6 application of this paragraph.

7 (g) A landlord shall not enforce a provision prohibited by
8 this Section. If a landlord deliberately uses a rental
9 agreement containing any provision known by the landlord to be
10 prohibited, the tenant may recover actual damages or 2 months'
11 rent, whichever is greater.

12 (h) Subsection (f) applies to rental agreements entered
13 into on or after June 1, 2025.

14 Section 30. Tenant rights.

15 (a) In addition to any rights provided under federal or
16 State law, a tenant has the rights specified in this Section
17 under the circumstances set forth in this Section.

18 (b) A tenant has the following rights relating to
19 disclosure of costs:

20 (1) The tenant has the right to disclosure of utility
21 costs. A landlord shall disclose to the tenant whether the
22 landlord or tenant bears the responsibility for payment of
23 the cost of a utility for the dwelling unit.

24 (2) In rental agreements in which the tenant pays the
25 cost of a utility for a dwelling unit and is directly

1 responsible to the utility company, the utility service
2 shall be individually metered to the dwelling unit and the
3 landlord shall disclose to the tenant in the rental
4 agreement the annual cost of service from the utility
5 providing the primary service during the previous 12
6 months, if known.

7 (3) In rental agreements in which the tenant pays the
8 cost of a utility for a dwelling unit to the landlord, the
9 landlord shall disclose to the tenant in the rental
10 agreement the annual cost of service from the utility
11 providing the primary service during the previous 12
12 months. If the landlord did not own the dwelling unit
13 during the previous 12 months or did not pay the utility
14 costs to the utility provider on behalf of the tenant
15 during the previous 12 months, the landlord may satisfy
16 this requirement by providing cost of service for a
17 similar dwelling unit, if known, or disclose to the tenant
18 that the utility costs are unknown to the landlord.

19 (4) When the landlord charges a move-in fee, the
20 landlord shall provide the tenant with an itemized list of
21 the landlord's reasonable estimate of the costs that
22 comprise the move-in fee and shall not charge the tenant
23 moving into the premises for costs associated with routine
24 maintenance and the upkeep of the premises.

25 (c) A tenant has the following rights relating to
26 habitability of a dwelling unit:

1 (1) A tenant has the right to a dwelling that
2 materially complies with habitability standards and shall
3 have the right to a remedy when the property is not in
4 material compliance with habitability standards.

5 (2) Where the property is in a municipality that has
6 adopted a municipal building code or in unincorporated
7 areas of a county that has adopted a county building code,
8 the landlord and tenant may use that municipal building
9 code or that county building code as reference for
10 determining habitability standards.

11 (3) Habitability standards include, but are not
12 limited to, any of the following circumstances:

13 (A) floors with structural integrity, in sound
14 condition, and maintained in good repair, with the
15 safe load-bearing requirements;

16 (B) buildings, structures, and parts of buildings
17 with structural integrity, in sound condition, and
18 maintained in good repair;

19 (C) appropriate number, width, construction,
20 location, and accessibility of exits, stairway, fire
21 escape, or directional signs with structural
22 integrity, in sound condition, and maintained in good
23 repair;

24 (D) appropriate number, location, and
25 accessibility of smoke alarms, smoke detectors,
26 sprinkler systems, standpipe systems, fire alarm

1 systems, automatic fire detectors, and fire
2 extinguishers;

3 (E) elevators with structural integrity, in sound
4 condition, and maintained in good repair;

5 (F) flush toilet, bathroom sink, bathtub or
6 shower, and kitchen sink with structural integrity, in
7 sound condition, and maintained in good repair;

8 (G) heating facilities and gas-fired appliances
9 with structural integrity, in sound condition, and
10 maintained in good repair;

11 (H) adequate heat, cold water, and hot water in
12 amounts and at levels and times as required by law;

13 (I) adequate hall or stairway lighting with
14 structural integrity, in sound condition, and
15 maintained in good repair;

16 (J) foundation, exterior walls, and exterior roof
17 with structural integrity, in sound condition,
18 maintained in good repair, and substantially
19 watertight and protected against rodents;

20 (K) floors, interior walls, and ceilings with
21 structural integrity, in sound condition, and
22 maintained in good repair;

23 (L) windows, exterior doors, and basement
24 hatchways with structural integrity, in sound
25 condition, maintained in good repair, and
26 substantially tight with locks or security devices,

1 including deadlatch locks, deadbolt locks, sash and
2 ventilation locks, and front door windows or
3 peepholes;

4 (M) screens with structural integrity, in sound
5 condition, and maintained in good repair;

6 (N) stairways or porches with structural
7 integrity, in sound condition, and maintained in good
8 repair;

9 (O) basement and cellar with structural integrity,
10 in sound condition, maintained in good repair, and in
11 a safe and sanitary condition;

12 (P) facilities, equipment, and chimneys in safe
13 with structural integrity, maintained in good repair,
14 and in sound working condition;

15 (Q) prevention against the accumulation of
16 stagnant water;

17 (R) extermination of insects, rodents, and other
18 pests;

19 (S) adequate facilities for refuse disposal;

20 (T) prevention against the accumulation of
21 garbage, trash, refuse, or debris;

22 (U) adequate light and ventilation with structural
23 integrity, in sound condition, and maintained in good
24 repair;

25 (V) plumbing facilities, piping, fixtures,
26 appurtenances, and appliances with structural

1 integrity, in good operating condition, and maintained
2 in sound repair;

3 (W) electrical systems, circuits, receptacles, and
4 devices with structural integrity, in sound condition,
5 and maintained in good repair;

6 (X) any other equipment that the landlord agrees
7 to or is required to supply, by any applicable law,
8 with structural integrity, in sound operating
9 condition, and maintained in good repair; and

10 (Y) a dwelling unit and common areas in a fit and
11 habitable condition and in compliance with all
12 applicable laws.

13 (d) A tenant has a right to adequate heat. From September
14 15 through June 1 of each year, landlords shall maintain the
15 temperature inside a dwelling unit to be at least 68 degrees
16 from 8:30 a.m. to 10:30 p.m. and at least 66 degrees from 10:30
17 p.m. to 8:30 a.m.

18 (e) A tenant has the following rights relating to
19 exclusive possession and to be free from unlawful entry:

20 (1) If the landlord fails to deliver possession of the
21 dwelling unit to the tenant in compliance with the rental
22 agreement, rent abates until the landlord delivers
23 possession and the tenant may:

24 (A) on written notice to the landlord, terminate
25 the rental agreement and, upon termination, the
26 landlord shall return within 48 hours all security

1 deposits; or

2 (B) demand performance of the rental agreement
3 and, if the tenant elects, the tenant may maintain an
4 action for possession of the dwelling unit against the
5 landlord or any person wrongfully in possession and
6 recover the damages sustained by the tenant.

7 (2) A tenant may recover from the person withholding
8 possession an amount not more than 2 months' rent or twice
9 the actual damages sustained by the tenant, whichever is
10 greater, and reasonable attorney's fees.

11 (3) If the landlord makes an unlawful entry or a
12 lawful entry in an unreasonable manner or makes repeated
13 demands for entry otherwise lawful, but which has the
14 effect of harassing the tenant, the tenant may obtain
15 injunctive relief to prevent the recurrence of the conduct
16 or terminate the rental agreement. In each case, the
17 tenant may recover an amount equal to not more than 2
18 months' rent or twice the damages sustained by the tenant,
19 whichever is greater, and reasonable attorney's fees.

20 (f) At any time prior to the issuance of any order of
21 possession or eviction order made under Article IX of the Code
22 of Civil Procedure, the tenant has a one-time right to cure the
23 nonpayment of rent by paying the landlord unpaid rent, owed
24 from the date of nonpayment to the date of payment, together
25 with all filing fees and costs paid by the landlord and all
26 fees and costs expended by the landlord for service of

1 process, but not including attorney fees. If the tenant pays
2 under this subsection, then the Court shall vacate any order
3 of possession or eviction order and dismiss the case. If the
4 landlord refuses to provide the total amount due, the tenant
5 may cure by making a good faith payment of the amount that the
6 tenant believes to be due.

7 Section 35. Tenant remedies.

8 (a) If the landlord is not in material compliance with the
9 rental agreement or with Section 30, the tenant may deliver a
10 written notice to the landlord specifying the items of
11 material noncompliance. The tenant may deliver this written
12 notice at any time of month. The written notice shall indicate
13 that the tenant will withhold rent on the next rent payment
14 date if the landlord has not remedied the material
15 noncompliance within 14 days after receipt of written notice.
16 The tenant may withhold an amount of rent that reasonably
17 reflects the reduced value of the premises. The tenant may not
18 withhold for a condition caused by the deliberate or negligent
19 act or omission of the tenant, a member of the tenant's family,
20 or other person on the premises with the tenant's consent.

21 (b) If the landlord is not in material compliance with the
22 rental agreement or with Section 30, the tenant may deliver a
23 written notice to the landlord specifying the items of
24 material noncompliance. The tenant may deliver this written
25 notice at any time of month. The written notice shall indicate

1 that the tenant will terminate the rental agreement and vacate
2 the property if the landlord has not remedied the material
3 noncompliance within 14 days after receipt of written notice.
4 The tenant may not terminate for a condition caused by the
5 deliberate or negligent act or omission of the tenant, a
6 member of the tenant's family, or other person on the premises
7 with the tenant's consent. If the tenant does not vacate the
8 property within one month after the expiration of the 14-day
9 period or the end of the next rental period, whichever is
10 longer, then the tenant's written notice shall be deemed
11 withdrawn and the rental agreement shall remain in full force
12 and effect. If the rental agreement is terminated, the
13 landlord shall return the security deposit immediately upon
14 the tenant tendering possession.

15 (c) If the landlord is not in material compliance with the
16 rental agreement or with Section 30, the tenant may recover
17 damages and obtain injunctive relief for any material
18 noncompliance by the landlord with the rental agreement or
19 with Section 30. The landlord shall have an affirmative
20 defense to this action that the condition was caused by a
21 deliberate or negligent act or omission of the tenant, a
22 member of the tenant's family, or other person on the premises
23 with the tenant's consent.

24 (d) A tenant has the following remedies for denial of
25 essential services:

26 (1) If the landlord fails to supply heat, running

1 water, hot water, electricity, gas, or plumbing that the
2 rental agreement requires the landlord to provide, or
3 Internet access if the rental agreement requires the
4 landlord to provide Internet access, the tenant shall
5 deliver a written notice to the landlord specifying the
6 service to be restored. If the landlord fails to correct
7 the condition within 24 hours after being notified by the
8 tenant, the tenant may:

9 (A) withhold from the monthly rent an amount that
10 reasonably reflects the reduced value of the premises
11 due to the material noncompliance or failure;

12 (B) procure reasonable amounts of heat, running
13 water, hot water, electricity, gas, or plumbing
14 service and, upon presentation to the landlord of paid
15 receipts, deduct the cost from the tenant's rent;

16 (C) recover damages based upon the diminution in
17 the fair rental value of the dwelling unit and
18 reasonable attorney fees; or

19 (D) procure substitute housing and not pay rent
20 for the period of noncompliance. The tenant may
21 recover the cost of reasonable value of the substitute
22 housing up to an amount equal to the monthly rent and
23 reasonable fees.

24 (2) In addition to the remedy under paragraph (1), the
25 tenant may terminate the rental agreement by written
26 notice to the landlord if the landlord fails to supply

1 heat, running water, hot water, electricity, gas, or
2 plumbing that the rental agreement requires the landlord
3 to provide, or Internet access if the rental agreement
4 requires the landlord to provide Internet access, for more
5 than 72 hours after the tenant has notified the landlord.
6 If the rental agreement is terminated, the landlord shall
7 return all security deposits and the tenant shall deliver
8 possession of the dwelling unit to the landlord within 30
9 days after the expiration of the 72-hour time period
10 specified in the written notice or the end of the next
11 rental period, whichever is longer. The landlord shall
12 return the security deposit immediately upon the tenant
13 delivering possession. If the tenant does not vacate the
14 property within 30 days after the notification of
15 termination or the end of the next rental period,
16 whichever is longer, then the tenant's written notice
17 shall be deemed withdrawn and the rental agreement shall
18 remain in full force and effect.

19 (3) The tenant may not exercise the tenant's rights
20 under subsection (c) of Section 35 if the condition was
21 caused by the inability of a utility supplier or Internet
22 provider to provide service, unless the landlord caused
23 the inability of the utility supplier or Internet
24 provider, or by the deliberate or negligent act or
25 omission of the tenant, a member of the tenant's family,
26 or other person on the premises with the tenant's consent.

1 (e) A tenant has the following remedies if there is a fire
2 or casualty:

3 (1) If the dwelling unit or premises is damaged or
4 destroyed by fire or casualty to an extent that the
5 dwelling unit or premises is in material noncompliance
6 with the rental agreement or with subsection (c) of
7 Section 35, the tenant may immediately vacate the premises
8 and notify the landlord in writing within 14 days after
9 vacating the premises of the tenant's intention to
10 terminate the rental agreement, in which case the rental
11 agreement terminates as of the date of fire or casualty.

12 (2) If continued occupancy is lawful, the tenant may
13 vacate any part of the dwelling unit rendered unusable by
14 the fire or casualty, in which case the tenant's liability
15 for rent is reduced in proportion to the diminution in the
16 fair rental value of the dwelling unit.

17 (3) If the tenant desires to continue the tenancy and
18 if the landlord has promised or begun work to repair the
19 damage or destruction but fails to carry out the work to
20 restore the dwelling unit or common area diligently and
21 within a reasonable time, the tenant may notify the
22 landlord in writing within 14 days after the tenant
23 becomes aware that work is not being carried out
24 diligently or within a reasonable time of the tenant's
25 intention to terminate the rental agreement, in which case
26 the rental agreement terminates as of the date of the fire

1 or casualty.

2 (4) If the rental agreement is terminated, the
3 landlord shall return the security deposit within 48
4 hours. When the landlord accounts for rent after the
5 tenant has terminated the rental agreement, the landlord
6 may not charge rent to the tenant for any date after the
7 date of the fire or casualty.

8 (5) A tenant may not exercise remedies in this
9 subsection if the fire or casualty damage was caused by
10 the deliberate or negligent act or omission of the tenant,
11 a member of the tenant's family, or a person on the
12 premises with the tenant's consent.

13 (f) A tenant may withhold rent to undertake minor repairs
14 as follows:

15 (1) If the landlord is not in material compliance with
16 the rental agreement or with Section 30 and the reasonable
17 cost of compliance does not exceed \$500 or one-half
18 month's rent, whichever amount is greater, the tenant may
19 notify the landlord in writing that, if the landlord does
20 not remedy the condition within 14 days after receipt of
21 the written notice or as promptly as conditions require in
22 case of emergency, the tenant will correct the condition
23 and withhold the cost of the repair from the tenant's next
24 rent payment. The tenant shall have work done in a
25 workmanlike manner. The tenant shall submit to the
26 landlord a paid bill from an appropriate tradesperson or

1 supplier at the same time as deducting the amount from the
2 tenant's rent. The tenant may not expend or deduct more
3 than the amount specified in this subsection.

4 (2) A tenant shall not repair at the landlord's
5 expense or deduct rent if the condition was caused by the
6 deliberate or negligent act or omission of the tenant, a
7 member of the tenant's family, or other person on the
8 premises with the tenant's permission.

9 (3) Before correcting a condition affecting facilities
10 shared by more than one dwelling unit, the tenant shall
11 notify all other affected tenants of the tenant's plans
12 and so arrange the work as to create the least practicable
13 inconvenience to the other tenants.

14 Section 40. Tenant obligations. The tenant shall:

15 (1) comply with all obligations imposed upon tenants
16 by law applicable to the dwelling unit;

17 (2) keep the part of the premises that the tenant
18 occupies and uses as safe as the condition of the premises
19 permits;

20 (3) dispose from the dwelling unit all ashes, rubbish,
21 garbage, and other waste in a clean and safe manner;

22 (4) keep all plumbing fixtures in the dwelling unit or
23 used by the tenant as clean as conditions permits;

24 (5) reasonably use all electrical, plumbing, sanitary,
25 heating, ventilating, air conditioning, and other

1 facilities and appliances, including elevators, in the
2 premises;

3 (6) not deliberately destroy, deface, damage, impair,
4 or remove any part of the premises or knowingly permit any
5 person to do so;

6 (7) not disturb the tenant's neighbors' peaceful
7 enjoyment of the premises; and

8 (8) unless otherwise agreed, only occupy the dwelling
9 unit as a dwelling unit.

10 Section 45. Landlord rights.

11 (a) In addition to any rights provided under federal and
12 State law, a landlord has the rights specified in this
13 Section.

14 (b) A landlord has the following rights of entry and
15 restrictions on entry:

16 (1) A tenant shall not unreasonably withhold consent
17 to allow the landlord to enter the dwelling unit to:

18 (A) inspect the premises or conduct inspections
19 authorized or required by any governmental agency;

20 (B) make necessary or agreed repairs, decorations,
21 alterations, or improvements, including when work
22 elsewhere in the building requires access through the
23 tenant's premises;

24 (C) supply necessary or agreed upon services;

25 (D) exhibit the dwelling unit to prospective or

1 actual purchasers, mortgagees, workers, or
2 contractors;

3 (E) exhibit the dwelling unit to prospective
4 tenants 60 days or less prior to the expiration of the
5 existing rental agreement; or

6 (F) determine a tenant's compliance with
7 provisions in the rental agreement.

8 (2) The landlord may only enter at reasonable times,
9 except in case of an emergency. An entry between 8:00 a.m.
10 and 8:00 p.m. or at any other time expressly requested by
11 the tenant shall be presumed reasonable. The following
12 also apply to the landlord's entry:

13 (A) A landlord may enter the dwelling unit without
14 consent of the tenant in case of an emergency.

15 (B) The landlord shall not abuse the right of
16 access or use it to harass the tenant.

17 (C) Except in cases of an emergency, the landlord
18 shall give the tenant at least 2 days' written notice
19 of the landlord's intent to enter. The landlord shall
20 provide this written notice directly to each dwelling
21 unit by mail, telephone, or written notice or by other
22 reasonable means designed in good faith to provide
23 written notice to the tenant. If access is required
24 because of repair work for common facilities or
25 multiple apartments, a general written notice may be
26 given by the landlord to all potentially affected

1 tenants that entry may be required. When access is
2 authorized due to an emergency, the landlord shall
3 give the tenant written notice of entry within 2 days
4 after the entry.

5 (D) If the tenant refuses to allow lawful access,
6 the landlord may obtain injunctive relief to compel
7 access or terminate the rental agreement. In either
8 case, the landlord may recover damages and reasonable
9 attorney's fees.

10 (E) If the landlord makes an unlawful entry or
11 entry in an unreasonable manner, or makes repeated
12 unreasonable demands for entry that have the effect of
13 harassing the tenant, the tenant may obtain injunctive
14 relief to prevent the recurrence of the conduct or
15 terminate the rental agreement. In each case, the
16 tenant may recover an amount equal to one month's rent
17 or twice the damages sustained, whichever is greater,
18 and reasonable attorney's fees.

19 (c) A landlord has a right to adopt rules and regulations
20 as follows:

21 (1) The landlord may adopt general rules or
22 regulations concerning the tenant's use and occupancy of
23 the premises. Rules and regulations are enforceable only
24 if in writing and if they are:

25 (A) made to promote the convenience, safety, and
26 welfare of the tenants in the premises, made to

1 preserve the landlord's property from abusive use, or
2 a fair distribution of services and facilities among
3 tenants;

4 (B) reasonably related to the purpose for which
5 they are adopted;

6 (C) applied fairly to all tenants in the premises;

7 (D) sufficiently clear to inform the tenant of
8 what the tenant must or must not do to comply;

9 (E) not for the purpose of evading the obligations
10 of the landlord; and

11 (F) not for the purpose of preventing tenants to
12 assemble or otherwise communicate with each other
13 about the premises.

14 (2) A rule or regulation adopted after the tenant
15 enters into the rental agreement that substantially
16 modifies the rental agreement is not enforceable unless
17 the tenant consents in writing.

18 Section 50. Landlord remedies.

19 (a) The landlord has the following remedies when the
20 tenant fails to pay rent:

21 (1) If the tenant is not in material compliance with
22 the obligation to pay rent, the landlord may deliver to
23 the tenant a written notice of the landlord's intention to
24 terminate the rental agreement. The landlord shall serve
25 the written notice in compliance with State law. If the

1 tenant does not materially comply with the written notice
2 within 5 days after receipt, the landlord may file an
3 eviction action to terminate the rental agreement.

4 (2) Nothing in this subsection shall affect a
5 landlord's obligation to provide notice of termination of
6 tenancy in subsidized housing as required under federal
7 law or regulations.

8 (3) A landlord may also maintain an action for rent or
9 damages without terminating the rental agreement.

10 (b) If the landlord alleges that the tenant is not in
11 material compliance with a rental agreement or the obligations
12 in Section 40, the landlord may deliver written notice to the
13 tenant specifying the acts and omissions constituting the
14 alleged breach. The landlord shall serve the written notice in
15 compliance with State law. The written notice may provide that
16 the rental agreement will terminate upon a date no less than 10
17 days after the date of the written notice. The tenant shall
18 have the amount of time specified in the written notice to
19 remedy any alleged breach by the tenant prior to the date of
20 termination. If the breach is not remedied, the landlord may
21 file an eviction to terminate the rental agreement, as
22 provided in the written notice. The landlord may recover
23 damages and obtain injunctive relief for any material
24 noncompliance by the tenant with the rental agreement or the
25 obligations in Section 40. If the landlord does not file an
26 eviction action within 30 days after the notification of

1 termination or the end of the next rental period, whichever is
2 longer, then the landlord's written notice shall be deemed
3 withdrawn and the rental agreement shall remain in full force
4 and effect.

5 (c) The landlord has the right to determine abandonment of
6 the dwelling unit and dispose of personal property. The
7 landlord may determine that the tenant has abandoned the
8 dwelling unit and personal property in the following
9 circumstances:

10 (1) The tenant has provided written notice to the
11 landlord indicating the tenant's intention not to return
12 to the dwelling unit.

13 (2) All persons entitled under a rental agreement have
14 been absent from the dwelling unit for a period of 32 days,
15 or for one rental period when the rental agreement is for
16 less than a month, and the persons have removed their
17 personal property from the premises and rent for that
18 period is unpaid. However, if any person entitled to
19 occupancy provides the landlord with written notice
20 indicating that a tenant intends to occupy the dwelling
21 unit and make full payments of all amounts due to the
22 landlord, then the landlord may not determine that the
23 tenant has abandoned the property.

24 (3) If the tenant abandons the dwelling unit, the
25 landlord shall make a good faith effort to rent it at a
26 fair rental value. A good faith effort includes the

1 acceptance of reasonable subleases. If the landlord
2 succeeds in renting the dwelling unit at a fair rental
3 value, the tenant shall only be liable for the amount by
4 which the rent due from the date of abandonment to the
5 termination of the initial rental agreement exceeds the
6 fair rental value subsequently received by the landlord
7 from the date of abandonment to the termination of the
8 initial rental agreement. If the landlord makes a good
9 faith effort to rent the dwelling unit at a fair rental
10 value and is unsuccessful, the tenant shall be liable for
11 the rent due for the period of the rental agreement. The
12 tenant shall also be liable for reasonable advertising and
13 redecoration costs incurred by the landlord in re-renting
14 the dwelling unit.

15 (4) Unless otherwise agreed, if, upon termination of a
16 tenancy, including, but not limited to, a termination
17 after expiration of a lease or by surrender or abandonment
18 of the premises, a tenant has left personal property on
19 the premises, and the landlord reasonably believes that
20 the tenant has abandoned the personal property, the
21 landlord may dispose of the property according to the
22 following procedures:

23 (A) If the landlord in good faith reasonably
24 determines that the tenant has left personal property
25 that is valueless or of such little value that the cost
26 of storing and conducting a sale would probably exceed

1 the amount that would be realized from the sale, the
2 landlord shall retain the property either in the
3 dwelling unit or remove and store the abandoned
4 property from the dwelling unit and may dispose of the
5 property after 7 days. The landlord shall not be
6 required to provide written notice to the tenant of
7 the landlord's intent to dispose of property pursuant
8 to this subsection.

9 (B) If the landlord in good faith reasonably
10 determines that the tenant has left personal property
11 that has value, the landlord shall notify the tenant
12 in writing of the landlord's demand that the tenant
13 remove the property within dates set forth in the
14 written notice, but no less than 7 days after delivery
15 of the written notice. The landlord may deliver this
16 written notice by posting it in a prominent location
17 inside the dwelling unit or on the front door of the
18 dwelling unit or by electronic means if the parties
19 had previously communicated electronically.

20 (C) If the tenant does not remove the property
21 within the time specified, the landlord may sell the
22 property at a public sale or at a commercially
23 reasonable private sale. The landlord may retain the
24 proceeds of the sale to recover any rent owed by the
25 tenant to the landlord. If the proceeds, less
26 reasonable costs incurred by the sale or storage,

1 exceed any rent owed to the landlord, the landlord
2 shall retain the proceeds for one year. If the tenant
3 does not claim the proceeds within one year, the
4 proceeds shall be the property of the landlord.

5 (5) At any time that the landlord is storing personal
6 property pursuant to this subsection, the landlord shall
7 exercise reasonable care of the property, but shall not be
8 responsible to the tenant for any loss except for damage
9 caused by the landlord's deliberate or negligent act or
10 omission. The landlord may elect to store the property in
11 or about the previously vacated premises. The landlord
12 shall be entitled to the cost of storage for the period of
13 time that the property has remained in the landlord's
14 safekeeping. In this case, the storage shall not exceed
15 commercially reasonable storage rates. If the tenant's
16 property is removed to a commercial storage company, the
17 storage cost shall include the actual charge for the
18 storage and removal from the premises to the place of
19 storage.

20 (6) If the tenant timely responds in writing of the
21 tenant's intention to remove the personal property from
22 the premises and does not do so within the time period in
23 the landlord's written notice or a mutually agreeable
24 date, whichever is later, it is conclusively presumed that
25 they have abandoned the property.

26 (d) If the landlord accepts rent, including holding

1 payment, knowing that the landlord alleges a lease violation,
2 including a default in the payment of rent by the tenant, the
3 landlord waives the right to terminate the rental agreement
4 for that breach.

5 (e) If the rental agreement is terminated, the landlord
6 may file a claim for possession or for rent and a separate
7 claim for damages for breach of the rental agreement.

8 (f) No tenant shall be required to renew a rental
9 agreement more than 60 days prior to the termination date of
10 the rental agreement. If the landlord violates this
11 subsection, the tenant shall recover one month's rent or
12 actual damages, whichever is greater.

13 The landlord shall notify the tenant in writing at least
14 60 days prior to the stated termination date of the rental
15 agreement of the landlord's intent to terminate a
16 month-to-month tenancy or not renew an existing rental
17 agreement. If the landlord fails to give required written
18 notice, the tenant may remain in the dwelling unit for up to
19 120 days after the date on which the required written notice is
20 given to the tenant, regardless of the date specified in the
21 existing rental agreement. During the 120 days, the terms and
22 conditions of the tenancy shall be the same as the terms and
23 conditions during the last month of tenancy.

24 Section 55. Landlord obligations.

25 (a) The landlord shall maintain the premises in compliance

1 with all applicable provisions of law, including subsection
2 (c) of Section 30, and shall promptly make any and all repairs
3 to fulfill this obligation.

4 (b) The landlord and tenant of any dwelling unit may agree
5 that the tenant is to perform specified repairs, maintenance
6 tasks, alterations, or remodeling only if:

7 (1) the agreement of the parties is entered into in
8 good faith and not for the purpose of evading obligations
9 of the landlord and is set forth in a separate writing
10 signed by the parties and supported by adequate
11 consideration; and

12 (2) the agreement does not diminish or affect the
13 obligation of the landlord to other tenants on the
14 premises.

15 (c) A landlord has the following obligations relating to
16 providing a written notice concerning habitability:

17 (1) Before a tenant initially enters into or renews a
18 rental agreement for a dwelling unit, the landlord, or any
19 person authorized to enter into a rental agreement on the
20 landlord's behalf, shall disclose to the tenant in
21 writing:

22 (A) any code violations which have been cited by
23 the municipality or other oversight body during the
24 previous 12 months for the dwelling unit and common
25 areas and provide written notice of the pendency of
26 any code enforcement litigation or administrative

1 hearing. The written notice shall provide the case
2 number of the litigation or the identification number
3 of the administrative hearing proceeding and a listing
4 of any code violations cited; and

5 (B) any notice of intent by the municipality or
6 any utility provider to terminate water, gas,
7 electrical, or other utility service to the dwelling
8 unit or common areas. The disclosure shall state the
9 type of service being terminated, the intended date of
10 termination, and whether the termination will affect
11 the dwelling unit, common areas, or both.

12 (2) If the landlord fails to comply with this
13 subsection, the tenant may terminate the rental agreement
14 by written notice. The written notice shall specify the
15 date of termination no later than 30 days after the date of
16 written notice. In addition, if a tenant, in a civil
17 proceeding against an owner or landlord, establishes that
18 the landlord has violated this subsection, the tenant
19 shall be entitled to recover one month's rent or actual
20 damages, whichever is greater, and reasonable attorney's
21 fees.

22 (d) A landlord has the following obligations to maintain
23 the premises free from bedbugs:

24 (1) Landlords subject to this Section must provide to
25 all prospective and current lessees with a copy of the
26 current, approved United States Environmental Protection

1 Agency pamphlet on bedbug prevention, detection, and
2 control.

3 (2) In any rental dwelling unit in which an
4 infestation of bedbugs is found or reasonably suspected,
5 it is the responsibility of the landlord to:

6 (A) provide pest control services by a pest
7 management professional licensed under the Structural
8 Pest Control Act until no evidence of bedbugs can be
9 found; and

10 (B) maintain a written record of the pest control
11 measures performed by the licensed pest management
12 professional on the rental dwelling unit. The record
13 shall include reports and receipts prepared by the
14 licensed pest management professional. The record
15 shall be maintained for 3 years and shall be open to
16 inspection by authorized local personnel, including,
17 but not limited to, employees of the departments of
18 health and buildings.

19 (3) In any rental multiple dwelling unit building in
20 which an infestation of bedbugs is found or reasonably
21 suspected, it is the responsibility of the landlord to:

22 (A) provide pest control services by a licensed
23 pest management professional until no evidence of
24 bedbugs can be found within the building or portion of
25 the building, including the individual rental dwelling
26 units; and

1 (B) maintain a written record of the pest control
2 measures performed by the licensed pest management
3 professional on the building. The record shall include
4 reports and receipts prepared by the pest management
5 professional. The record shall be maintained for 3
6 years and shall be open to inspection by authorized
7 local personnel, including, but not limited to,
8 employees of the departments of health and buildings.

9 (4) A landlord shall provide the pest control services
10 within 10 days after:

11 (A) a bedbug is found or reasonably suspected
12 anywhere on the premises; or

13 (B) being notified in writing by a tenant of a
14 known or reasonably suspected bedbug infestation on
15 the premises or in the tenant's rental dwelling unit.

16 (5) The extermination of bedbugs shall be by
17 inspection and treatment, and if necessary, the inspection
18 and treatment of the dwelling unit on either side of the
19 affected dwelling unit and the dwelling unit directly
20 above and below the affected dwelling unit. This pattern
21 of inspection and treatment shall be continued until no
22 further infestation is detected.

23 (6) The tenant shall notify the landlord in writing of
24 any bedbug detection within 48 hours after noticing the
25 presence of any bedbugs.

26 (7) If the landlord fails to notify the tenant of the

1 intention to comply with this subsection after receipt of
2 written notice, the tenant may terminate the rental
3 agreement by written notice. However, the tenant may
4 exercise the right to terminate the rental agreement only
5 if the tenant first gives the landlord written notice of
6 the landlord's breach of this Section and the landlord
7 does not remedy the breach within 2 business days after
8 the tenant delivered the written notice of breach. The
9 written notice that the tenant intends to terminate the
10 rental agreement shall specify the date of termination no
11 later than 30 days after the date of written notice. The
12 written notices required by this Section may be delivered
13 electronically if the parties have previously communicated
14 electronically. In addition, if a tenant in a civil
15 proceeding against an owner or landlord establishes that a
16 violation of this Section has occurred, the tenant shall
17 recover one month's rent or actual damages, whichever is
18 greater, and reasonable attorney's fees. The tenant does
19 not have this remedy if the tenant unreasonably refused to
20 cooperate with or unreasonably delayed the extermination
21 process.

22 (e) The landlord has an obligation to disclose lead
23 hazards as follows:

24 (1) The landlord must follow all applicable local,
25 State, and federal regulations regarding the presence of
26 lead and must specifically:

1 (A) provide all prospective and current lessees
2 with a copy of the current, approved United States
3 Environmental Protection Agency pamphlet on lead-based
4 paint disclosure; and

5 (B) disclose any known lead hazards.

6 (2) If the landlord fails to comply with paragraph (1)
7 after receipt of a written notice of the landlord's
8 failure, the tenant shall recover one month's rent or
9 actual damages, whichever is greater, and reasonable
10 attorney's fees.

11 (f) The landlord has an obligation to disclose information
12 about ownership, management, and agents as follows:

13 (1) The landlord or any person authorized to enter
14 into a rental agreement on the landlord's behalf shall
15 disclose to the tenant in writing, on or before the
16 commencement of tenancy, the name, address, and telephone
17 number of:

18 (A) the owner or person authorized to manage the
19 premises; and

20 (B) a person authorized to act for or on the behalf
21 of the owner for the purpose of service of process and
22 for the purpose of receiving of notices and demands.

23 (2) A person who fails to comply with this subsection
24 becomes an agent of each person who is a landlord for the
25 purpose of:

26 (A) service of process and receiving of notices

1 and demands; and

2 (B) performing the obligations of the landlord
3 under this Section and under the rental agreement and
4 expending or making available for that purpose all
5 rent collected from the premises.

6 (3) The information required to be furnished by this
7 Section shall be kept current.

8 (4) This Section extends to any successor landlord,
9 owner, or manager.

10 (5) If the landlord fails to comply with this
11 subsection after receipt of a written notice of the
12 landlord's failure, the tenant may terminate the rental
13 agreement by written notice. However, the tenant may
14 exercise the right to terminate the rental agreement only
15 if the tenant first gives the landlord written notice of
16 the landlord's breach of this Section and the landlord
17 does not remedy the breach within 2 business days after
18 the tenant delivered the written notice of breach. The
19 written notice that the tenant intends to terminate the
20 rental agreement shall specify the date of termination no
21 later than 30 days after the date of written notice. The
22 written notices required by this Section may be delivered
23 electronically if the parties have previously communicated
24 electronically. In addition, if a tenant in a legal
25 proceeding against an owner or landlord establishes that a
26 violation of this Section has occurred, the tenant shall

1 recover \$200 in damages in addition to any other damages,
2 attorney's fees, or remedies to which the tenant may also
3 be entitled.

4 (g) The landlord has an obligation to disclose foreclosure
5 as follows:

6 (1) Within 7 days after being served a foreclosure
7 complaint, an owner or landlord of property that is
8 subject to the foreclosure complaint shall disclose, in
9 writing, to all tenants of the property that a foreclosure
10 action has been filed against the owner or landlord. An
11 owner or landlord shall also disclose, in writing, the
12 notice of a foreclosure to any other third party who has a
13 consistent pattern and practice of paying rent to the
14 owner or landlord on behalf of a tenant.

15 (2) Before a tenant initially enters into a rental
16 agreement for a dwelling unit, the owner or landlord shall
17 also disclose, in writing, that the owner or landlord is
18 named in a foreclosure complaint.

19 (3) The written disclosure shall include the court in
20 which the foreclosure action is pending, the case name,
21 and the case number and shall include the following
22 language:

23 "This is not a notice to vacate the premises. This
24 notice does not mean ownership of the building has
25 changed. All tenants are still responsible for payment of
26 rent and other obligations under the rental agreement. The

1 owner or landlord is still responsible for the owner's or
2 landlord's obligations under the rental agreement. You
3 shall receive additional notice if there is a change in
4 ownership.".

5 (4) If the owner or landlord fails to comply with this
6 subsection, the tenant may terminate the rental agreement
7 by written notice. The written notice shall specify the
8 date of termination no later than 30 days after the date of
9 written notice. In addition, if a tenant in a civil
10 proceeding against an owner or landlord establishes that a
11 violation of this Section has occurred, the tenant shall
12 recover \$200 in damages in addition to any other damages,
13 attorney's fees, or remedies to which the tenant may also
14 be entitled.

15 (h) The liability of a landlord or manager is limited as
16 follows:

17 (1) Unless otherwise agreed upon, a landlord who sells
18 the premises is relieved of liability under the agreement
19 and this Section for events occurring after the conveyance
20 and occurring after written notice to the tenant of the
21 sale.

22 (2) Unless otherwise agreed, the manager of the
23 premises is relieved of liability under the rental
24 agreement and this Section for events occurring after
25 written notice to the tenant of the termination of the
26 manager's management.

1 (i) If the landlord fails to comply with the landlord's
2 duties under Section 75, the tenant may terminate the rental
3 agreement by written notice. However, the tenant may exercise
4 the right to terminate the rental agreement only if the tenant
5 first gives the landlord a written notice of the landlord's
6 breach of Section 75 that also provides notice that the
7 landlord must remedy the breach within 2 business days after
8 the tenant delivered the written notice of breach. The written
9 notice that the tenant intends to terminate the rental
10 agreement shall specify the date of termination no later than
11 30 days after the date of written notice. The written notices
12 required by this subsection may be delivered electronically if
13 the parties have previously communicated electronically. In
14 addition, if a tenant in a civil proceeding against an owner or
15 landlord establishes that the landlord has violated Section 75
16 and failed to remedy the breach within 2 business days after
17 the date the tenant delivered written notice of the breach,
18 the tenant shall recover \$200 in damages in addition to any
19 other damages, attorney's fees, or remedies to which the
20 tenant may also be entitled.

21 Section 60. Security deposits.

22 (a) A landlord may not demand or receive a security
23 deposit in an amount in excess of one and one-half months'
24 rent. A landlord may not avoid the coverage of this subsection
25 by labeling the fee or charge as anything other than a security

1 deposit.

2 (b) A tenant shall pay the landlord, at the time the tenant
3 moves into the premises or at any other time mutually agreed
4 upon by the parties, the amount of the security required by the
5 landlord. Any portion in excess of one month's rent, at the
6 election of the tenant, shall be paid either at the time the
7 tenant pays the initial security deposit, or shall be paid in
8 no more than 6 equal installments no later than 6 months after
9 the effective date of the lease.

10 (c) Upon termination of the tenancy, property or money
11 held by the landlord as a security deposit shall be returned to
12 the tenant within 30 days after the tenant has vacated the
13 tenant's dwelling, except the landlord or successor landlord
14 may deduct from the security deposit the following:

15 (1) any unpaid rent that has not been validly withheld
16 or deducted pursuant to law and any courts costs (but not
17 attorney's fees) awarded by a court in a case that has not
18 been subsequently settled; or

19 (2) any reasonable amount necessary to repair any
20 damage caused to the premises by the tenant, or any person
21 under the tenant's control or on the premises with the
22 tenant's consent, reasonable wear and tear excluded. If
23 the tenant caused damage to the premises, the landlord
24 shall deliver or mail to the last known address of the
25 tenant, within 30 days, an itemized statement of the
26 damages allegedly caused to the premises and the estimated

1 or actual cost for repairing or replacing each item on
2 that statement, attaching copies of the paid receipts for
3 the repair or replacement. If estimated cost is given, the
4 landlord shall furnish the tenant with copies of paid
5 receipts, or a certification of actual costs of repairs of
6 damage if the work was performed by the landlord's
7 employees, within 30 days after the date the statement
8 showing estimated costs was furnished to the tenant.

9 (d) A landlord shall hold all security deposits in a
10 federally insured account in a bank, savings and loan
11 association, or other financial institution located in the
12 State. A security deposit shall continue to be the property of
13 the tenant making the deposit, shall not be commingled with
14 the assets of the landlord, and shall not be subject to the
15 claims of a creditor of the landlord or of the landlord's
16 successors in interest, including a foreclosing mortgagee or
17 trustee in bankruptcy.

18 (e) Notwithstanding any other provision in this Section, a
19 landlord may accept the payment of the first month's rent and
20 security deposit in one check or one electronic funds transfer
21 and deposit the check or electronic funds transfer into one
22 account if, within 7 business days after acceptance of the
23 check or electronic funds transfer, the landlord transfers the
24 amount of the security deposit into a separate account that
25 complies with this Section.

26 (f) The landlord shall clearly and conspicuously disclose

1 the name of the financial institution where the landlord has
2 deposited the security deposit in the written rental agreement
3 signed by the tenant.

4 (g) If, during the pendency of the rental agreement, the
5 landlord transfers the security deposit from one financial
6 institution to another, the landlord shall notify the tenant
7 in writing of the name of the new financial institution within
8 14 days after the transfer or within a reasonable time, given
9 all circumstances.

10 (h) A landlord who receives a security deposit from a
11 tenant shall give a receipt indicating the amount of the
12 security deposit, the name of the person receiving it, and, in
13 the case of the agent, the name of the landlord for whom the
14 security deposit is received, the date on which it is
15 received, and a description of the dwelling unit. The receipt
16 shall be signed by the person receiving the security deposit.
17 Failure to comply with this subsection entitles the tenant to
18 immediate return of the security deposit.

19 (i) Upon payment of the security deposit by means of an
20 electronic funds transfer, the landlord shall give the tenant
21 a receipt or an electronic receipt that acknowledges the
22 receipt of the security deposit, a description of the dwelling
23 unit, and an electronic or digital signature of the person
24 receiving the deposit.

25 (j) If a landlord who has received a security deposit
26 sells, leases, or transfers ownership or otherwise transfers

1 control or other direct or indirect disposition of residential
2 real property, the successor landlord of the property shall be
3 liable to that tenant for any security deposit that has been
4 paid to the transferor.

5 (k) The transferor shall remain jointly and severally
6 liable with the successor landlord to the tenant for the
7 security deposit unless and until this transferor transfers
8 the security deposit to the successor landlord and provides
9 written notice to the tenant of the transfer, specifying the
10 name, business address, and business telephone number of the
11 successor landlord or the landlord's agent within 10 days
12 after the transfer.

13 (l) Within 14 days after the date of the transfer, the
14 successor landlord shall notify the tenant, in writing, that
15 the security deposit was transferred to the successor landlord
16 and that the successor landlord is holding the security
17 deposit. This written notice shall also contain the name,
18 business address, and business telephone number of the
19 successor landlord or the successor landlord's agent.

20 (m) If the landlord fails to comply with this Section, the
21 tenant has a right to seek damages as follows:

22 (1) If the landlord fails to comply with subsection
23 (a), (b), or (c), the tenant shall be awarded damages in an
24 amount equal to 2 times the security deposit and
25 reasonable attorney's fees. This Section does not preclude
26 the landlord or tenant from recovering other damages to

1 which the landlord or tenant may be entitled under this
2 Section.

3 (2) If the landlord fails to comply with one or more of
4 the administrative requirements under subsections (d)
5 through (l), the tenant may notify the landlord of the
6 landlord's failure to comply with this Section by written
7 notice. Within 2 business days after the receipt of the
8 tenant's written notice, the landlord shall remedy and
9 provide the administrative requirements as described in
10 subsections (d) through (l). The written notices required
11 by this paragraph may be delivered electronically if the
12 parties have previously communicated electronically. The
13 written notice from the tenant to the landlord must
14 include that there has been a breach of the rental
15 agreement and that the landlord must remedy the breach
16 within 2 business days after the tenant delivered the
17 written notice or face damages. If the landlord fails to
18 remedy within 2 business days, the tenant shall be awarded
19 damages in an amount equal to 2 times the security deposit
20 and reasonable attorney fees. This subsection does not
21 preclude the landlord or tenant from recovering other
22 damages to which the landlord or tenant may be entitled
23 under this Section.

24 Section 65. Retaliatory conduct.

25 (a) Except as provided for in this Section, a landlord may

1 not retaliate by increasing rent or decreasing services, by
2 bringing or threatening to bring action for possession, or by
3 refusing to renew a rental agreement because the tenant has in
4 good faith done any of the following:

5 (1) complained of code violations to a governmental
6 agency, elected representative, or public official charged
7 with responsibility for enforcement of a building,
8 housing, health, or similar code;

9 (2) complained of a building, housing, health, or
10 similar code violation or an illegal landlord practice to
11 a community organization or the news media;

12 (3) sought the assistance of a community organization,
13 including a legal aid organization, or the news media to
14 remedy a code violation or illegal landlord practice;

15 (4) requested the landlord make repairs to the
16 premises as required by a building code, health ordinance,
17 other regulation, or the residential rental agreement;

18 (5) organized or became a member of a tenant union or
19 similar organization;

20 (6) testified in any court or administrative
21 proceeding concerning the condition of the premises; or

22 (7) exercised any right or remedy provided by law.

23 (b) If the landlord violates this Section, the tenant has
24 a cause of action against the landlord or a defense in any
25 retaliatory action against the tenant and is entitled to the
26 following remedies:

1 (1) If the landlord attempts to terminate the rental
2 agreement, the tenant may retain possession by raising
3 this Section as a defense. If the tenant prevails on this
4 defense, the tenant shall recover an amount equal to not
5 more than 2 months' rent or twice the damages sustained by
6 the tenant, whichever is greater, and reasonable
7 attorney's fees.

8 (2) The tenant may terminate the rental agreement and
9 vacate the property by giving the landlord written notice
10 of the tenant's intent to terminate the rental agreement.
11 If the tenant does not vacate the property within one
12 month after giving written notice, or the end of the next
13 rental period, whichever is longer, then the tenant's
14 written notice shall be deemed withdrawn and the rental
15 agreement remains in full force and effect. If the rental
16 agreement is terminated, the landlord shall return the
17 security deposit within 3 days after the tenant tenders
18 possession.

19 (3) If the tenant files a cause of action against the
20 landlord, the tenant shall recover an amount equal to not
21 more than 2 months' rent or twice the damages sustained by
22 the tenant, whichever is greater, and reasonable
23 attorney's fees.

24 (c) In an action by or against the tenant, if the tenant
25 presents evidence of a complaint within one year prior to the
26 alleged act of retaliation, the court shall presume that the

1 landlord's conduct is retaliatory. The landlord may rebut the
2 presumption of retaliation by proving a legitimate,
3 nonretaliatory basis for the conduct.

4 (d) The presumption shall not arise if the tenant made the
5 complaint after written notice of a proposed rent increase.

6 (e) A landlord's behavior shall not be considered
7 retaliatory if any code violation was caused primarily by the
8 lack of care of the tenant, a member of the tenant's family, or
9 other person on the premises with the tenant's consent.

10 Section 70. Prohibition against lockouts.

11 (a) The landlord, or any person acting at the direction of
12 the landlord, may not oust or dispossess, or threaten or
13 attempt to oust or dispossess, any tenant from a dwelling unit
14 without authority of law by plugging, changing, adding, or
15 removing any lock or latching device; by blocking any entrance
16 into the dwelling unit; by removing any door or window from the
17 dwelling unit; by interfering with the services to the
18 dwelling unit, including, but not limited to, electricity,
19 gas, hot or cold water, plumbing, heat, telephone service, or
20 Internet; by removing a tenant's personal property from the
21 dwelling unit; by the removal or incapacitating of appliances
22 or fixtures, except for the purpose of making necessary
23 repairs; by the use or threat of force, violence, or injury to
24 a tenant's person or property; or by any act rendering a
25 dwelling unit or any part of the dwelling unit inaccessible or

1 uninhabitable or any personal property located in the dwelling
2 unit inaccessible. This subsection does not apply if:

3 (1) a landlord acts in compliance with the eviction
4 laws of Illinois pertaining to eviction and engages the
5 sheriff or other lawfully deputized officer to forcibly
6 evict a tenant or the tenant's personal property;

7 (2) a landlord interferes temporarily with possession
8 only as necessary to make needed repairs or inspection and
9 only as provided by law;

10 (3) the landlord acts in compliance with Part 3 of
11 Article IX of the Code of Civil Procedure for the removal
12 of personal property; or

13 (4) the tenant has abandoned the dwelling unit under
14 paragraph (2) of subsection (b) of Section 50.

15 (b) If a tenant, in a civil proceeding against the
16 landlord, establishes that the landlord has violated Section
17 70, the tenant may recover possession of the dwelling unit and
18 personal property. In addition, the tenant shall recover an
19 amount equal to not more than 2 months' rent or twice the
20 actual damages sustained by the tenant, whichever is greater,
21 and reasonable attorney's fees.

22 Section 75. Summary attachment to rental agreement.

23 (a) The Attorney General shall create a summary of this
24 Act that describes the respective rights, obligations, and
25 remedies of landlords and tenants under this Act, and the

1 Attorney General shall make the summary available for public
2 inspection and copying. A copy of the summary shall be made
3 available in multiple languages on the Office of the Attorney
4 General's website. A copy of the summary shall be attached to
5 each written rental agreement when the agreement is initially
6 offered to any tenant or prospective tenant by or on behalf of
7 a landlord and whether the agreement is for rental or renewal
8 of the agreement.

9 (b) If the landlord acts in violation of this Section, the
10 tenant may terminate the rental agreement by written notice
11 under subsection (i) of Section 55.

12 Section 80. Conflict with the Mobile Home Landlord and
13 Tenant Rights Act. Where a dwelling unit is also governed by
14 the Mobile Home Landlord and Tenant Rights Act, this Act shall
15 augment and not replace the rights of both landlords and
16 tenants under that Act. Where there is a direct conflict
17 between the provisions of this Act and that Act, this Act shall
18 take precedence except for the following Sections of that Act,
19 which shall remain as the governing provisions: Section 6,
20 Section 8, and Section 9.5.

21 Section 85. Prohibition of waiver. The provisions of this
22 Act may not be waived, and any term of any rental agreement,
23 contract, or other agreement that purports to waive or limit a
24 tenant's substantive or procedural rights under this Act is

contrary to public policy, void, and unenforceable.

Section 90. Cumulative rights, obligations, and remedies. The rights, obligations, and remedies set forth in this Act shall be cumulative and in addition to any others available at law or in equity.

Section 900. The Rent Control Preemption Act is amended by changing Sections 5, 6, and 10 as follows:

(50 ILCS 825/5)

Sec. 5. Rent control prohibited; exceptions.

(a) A unit of local government, as defined in Section 1 of Article VII of the Illinois Constitution, shall not enact, maintain, or enforce an ordinance or resolution that would have the effect of controlling the amount of rent charged for leasing private residential or commercial property.

(b) This Act does not impair the right of a unit of local government to manage and control residential property in which the unit of local government has a property interest.

(c) The prohibition in subsection (a) does not apply if voters of a unit of local government have approved a referendum under Section 6.

(Source: P.A. 90-313, eff. 8-1-97.)

(50 ILCS 825/6 new)

1 Sec. 6. Rent control regulation.

2 (a) Legal voters of a unit of local government may, by
3 petition, propose a referendum to determine whether the unit
4 of local government shall no longer be prohibited from
5 enacting, maintaining, or enforcing an ordinance or resolution
6 that would have the effect of controlling the amount of rent
7 charged for leasing private residential or commercial
8 property. The petition shall, at least 104 days before an
9 election, be filed in the office of the clerk of the unit of
10 local government and contain signatures of not less than 8% of
11 the total votes cast for candidates for Governor in the
12 preceding gubernatorial election by the registered voters of
13 the unit of local government. The referendum shall
14 substantially be in the following form: "Shall (unit of local
15 government) be permitted to enact, maintain, or enforce an
16 ordinance or resolution that would have the effect of
17 controlling the amount of rent charged for leasing private
18 residential or commercial property?". The referendum shall be
19 submitted to the voters of the unit of local government at the
20 next election at which the referendum may be voted upon.

21 (b) Legal voters of a district, precinct, ward, or other
22 similar subdivision of a unit of local government may, by
23 petition, propose a referendum to determine whether the unit
24 of local government shall no longer be prohibited from
25 enacting, maintaining, or enforcing an ordinance or resolution
26 that would have the effect of controlling the amount of rent

1 charged for leasing private residential or commercial property
2 within that district, precinct, ward, or similar subdivision.
3 The petition shall, at least 104 days before an election, be
4 filed in the office of the clerk of the unit of local
5 government and contain the signatures of not less than 16% of
6 the legal voters registered with the board of election
7 commissioners or county clerk, as the case may be, from the
8 district, precinct, ward, or similar subdivision. The
9 referendum shall substantially be in the following form:
10 "Shall (unit of local government) be permitted to enact,
11 maintain, or enforce an ordinance or resolution that would
12 have the effect of controlling the amount of rent charged for
13 leasing private residential or commercial property within
14 (district, precinct, ward, or other similar subdivision)?".
15 The referendum shall be submitted to the voters of the
16 district, precinct, ward, or other similar subdivision of the
17 unit of local government at the next election at which the
18 referendum may be voted upon.

19 (c) The referendum shall be submitted to the voters under
20 subsection (a) or (b) when the petition has been filed in
21 proper form with the clerk. If more than one set of petitions
22 are presented to the clerk for submission at the same
23 election, the petition presented first shall be given
24 preference; however, the clerk shall provisionally accept any
25 other set of petitions set forth the same (or substantially
26 the same) referendum. If the first set of petitions for a

1 referendum is found to be in proper form and is not found to be
2 invalid, it shall be accepted by the clerk and all
3 provisionally accepted sets of petitions setting for the same
4 (or substantially the same) referendum shall be rejected by
5 the clerk. If the first set of petitions for a referendum is
6 found not to be in proper form or is found to be invalid, the
7 clerk shall (i) reject the first set of petitions, (ii) accept
8 the first provisionally accepted set of petitions that is in
9 proper form and is not found to be invalid, and (iii) reject
10 all other provisionally accepted sets of petitions setting
11 forth the same (or substantially the same) referendum. Notice
12 of the filing of the petition and the result of the election
13 shall be given to the Secretary of State. A return of the
14 result of the election shall be made to the clerk of the unit
15 of local government. If a majority of voters voting upon the
16 referendum vote "YES", the unit of local government shall be
17 exempt from subsection (a) of Section 5 either for the entire
18 unit or for the district, precinct, ward, or similar
19 subdivision stated in the referendum.

20 (d) If a unit of local government chooses to adopt an
21 ordinance or resolution, or enforce an existing ordinance,
22 under this Section that would have the effect of controlling
23 the amount of rent charged for leasing private residential or
24 commercial property, it may also take measures to address the
25 economic impact of the ordinance or resolution upon
26 owner-occupied residential properties of 6 or fewer units.

1 (50 ILCS 825/10)

2 Sec. 10. Home rule preemption.

3 (a) A home rule unit may not regulate the rental of
4 residential dwelling units in a manner that is inconsistent
5 with, diminishes, or undermines the protections of this Act.
6 This subsection is a limitation of home rule powers and
7 functions under subsection (i) of Section 6 of Article VII of
8 the Illinois Constitution. ~~A home rule unit may not regulate~~
9 ~~or control the amount of rent charged for leasing private~~
10 ~~residential or commercial property. This Section is a denial~~
11 ~~and limitation of home rule powers and functions under~~
12 ~~subsection (g) of Section 6 of Article VII of the Illinois~~
13 ~~Constitution.~~

14 (b) Notwithstanding subsection (a), a home rule unit may
15 augment the protections of this Act or establish additional
16 rights, obligations, or remedies through its concurrent
17 exercise of home rule power.

18 (Source: P.A. 90-313, eff. 8-1-97.)

19 (765 ILCS 720/Act rep.)

20 Section 905. The Retaliatory Eviction Act is repealed.

21 Section 910. The Mobile Home Landlord and Tenant Rights
22 Act is amended by changing Section 18 as follows:

(765 ILCS 745/18) (from Ch. 80, par. 218)

Sec. 18. Security deposit; Interest. Security deposits and interest under this Act are governed by Section 60 of the Let the People Lift the Ban Act.

~~(a) If the lease requires the tenant to provide any deposit with the park owner for the term of the lease, or any part thereof, said deposit shall be considered a Security Deposit. Security Deposits shall be returned in full to the tenant, provided that the tenant has paid all rent due in full for the term of the lease and has caused no actual damage to the premises.~~

~~The park owner shall furnish the tenant, within 15 days after termination or expiration of the lease, an itemized list of the damages incurred upon the premises and the estimated cost for the repair of each item. The tenant's failure to object to the itemized list within 15 days shall constitute an agreement upon the amount of damages specified therein. The park owner's failure to furnish such itemized list of damages shall constitute an agreement that no damages have been incurred upon the premises and the entire security deposit shall become immediately due and owing to the tenant.~~

~~The tenant's failure to furnish the park owner a forwarding address shall excuse the park owner from furnishing the list required by this Section.~~

~~(b) A park owner of any park regularly containing 25 or more mobile homes shall pay interest to the tenant, on any~~

1 ~~deposit held by the park owner, computed from the date of the~~
2 ~~deposit at a rate equal to the interest paid by the largest~~
3 ~~commercial bank, as measured by total assets, having its main~~
4 ~~banking premises in this State on minimum deposit passbook~~
5 ~~savings accounts as of December 31 of the preceding year on any~~
6 ~~such deposit held by the park owner for more than 6 months.~~
7 ~~However, in the event that any portion of the amount deposited~~
8 ~~is utilized during the period for which it is deposited in~~
9 ~~order to compensate the owner for non payment of rent or to~~
10 ~~make a good faith reimbursement to the owner for damage caused~~
11 ~~by the tenant, the principal on which the interest accrues may~~
12 ~~be recomputed to reflect the reduction for the period~~
13 ~~commencing on the first day of the calendar month following~~
14 ~~the reduction.~~

15 ~~The park owner shall, within 30 days after the end of each~~
16 ~~12 month period, pay to the tenant any interest owed under~~
17 ~~this Section in cash, provided, however, that the amount owed~~
18 ~~may be applied to rent due if the owner and tenant agree~~
19 ~~thereto.~~

20 ~~A park owner who willfully fails or refuses to pay the~~
21 ~~interest required by this Act shall, upon a finding by a~~
22 ~~circuit court that he willfully failed or refused to pay, be~~
23 ~~liable for an amount equal to the amount of the security~~
24 ~~deposit, together with court costs and a reasonable attorney's~~
25 ~~fee.~~

26 ~~(c) A park owner, as landlord, shall hold in trust all~~

~~security deposits received from a tenant in one or more banks, savings banks, or credit unions, the accounts of which are insured by the Federal Deposit Insurance Corporation, the National Credit Union Administration Share Insurance Fund, or other applicable entity under law. A security deposit and the interest due under subsection (b) of this Section is the property of the tenant until the deposit is returned to the tenant or used to compensate, or applied to the tenant's obligations to, the park owner, as landlord, in accordance with the lease or applicable State and local law. The security deposit shall not be commingled with the assets of the park owner, and shall not be subject to the claims of any creditor of the park owner or any party claiming an interest in the deposit through the park owner, including a foreclosing mortgagee or trustee in bankruptcy; provided that this subsection does not prevent a foreclosing mortgagee, receiver, or trustee from taking over control of the applicable bank account holding the security deposits, which may include moving the security deposits to another bank account meeting the requirements of this Section, provided that the mortgagee, receiver, or trustee:~~

~~(1) shall continue to hold the security deposits in trust as provided in, and subject to, the provisions of this Section; and~~

~~(2) is entitled to use a security deposit to compensate, and apply a security deposit to discharge the~~

1 ~~obligations of the tenant to, the park owner as permitted~~
2 ~~by the lease or applicable State and local law.~~

3 (Source: P.A. 98-1062, eff. 1-1-15.)

4 Section 999. Effective date. This Act takes effect upon
5 becoming law.