



Rep. Edgar Gonzalez, Jr.

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LRB102 25999 LNS 36432 a

1 AMENDMENT TO HOUSE BILL 5390

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 5390 by replacing  
3 everything after the enacting clause with the following:

4 "Section 1. Short title. This Act may be cited as the Keep  
5 Illinois Home Act.

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

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

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

1 renters.

2 (c) Many households that depend on rental housing are  
3 low-income and are rent-burdened, meaning that they pay more  
4 than 30% of the household income on rent. Additionally, some  
5 of these households are severely cost-burdened, meaning that  
6 the household must devote more than 50% of the household  
7 income to paying rent, leaving little for other household  
8 necessities such as health care, education, vocational  
9 training, transportation, or utilities.

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

17 (e) Tenants' inability to find and retain affordable  
18 housing results in increased rates of involuntary  
19 displacement, eviction, and property turnover, creating  
20 additional burdens for landlords and property owners, social  
21 service agencies, local governments, and the judicial system,  
22 as well as renter households.

23 Section 10. Purpose. The purpose of this Act is to promote  
24 the maintenance and expansion of the supply of healthy,  
25 accessible, safe, and affordable rental housing, and to

1 establish the rights and obligations of landlords and tenants  
2 in the rental of dwelling units in the State. This Act is  
3 remedial in its general purpose and shall be construed  
4 liberally to achieve its objectives.

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

6 "Administering entity" means the organization contracted  
7 by or party to a memorandum of agreement with the  
8 Administrative Office of the Illinois Courts to administer the  
9 Right to Counsel Program in accordance with Section 30.

10 "Area median income" means the median income published  
11 annually for each metropolitan and nonmetropolitan area by the  
12 U.S. Department of Housing and Urban Development.

13 "Consideration" includes, but is not limited to, money and  
14 the fair market value of goods and services rendered for the  
15 benefit of the landlord under the rental agreement.

16 "Covered individual" means any party to a covered matter  
17 who is a tenant, lessee, or occupant, for residential  
18 purposes, of any land or building, any apartment in any  
19 building, any dwelling unit, any trailer or mobile  
20 manufactured home, or any land upon which a trailer or mobile  
21 manufactured home is used or stands.

22 "Covered matter" means any notice to quit or notice to  
23 terminate tenancy delivered to, or any summary process action  
24 instituted against, a covered individual under Article IX of  
25 the Code of Civil Procedure or any administrative proceeding

1 against a covered individual necessary to preserve a State or  
2 federal housing subsidy or to prevent a proposed termination  
3 of the lease.

4 "Designated organization" means any not-for-profit legal  
5 services organization that provides legal representation in a  
6 covered matter to a covered individual.

7 "Dwelling" means any privately owned parcel of real  
8 property in the State that is assessed and taxed as an  
9 undivided whole with one or more dwelling units rented or  
10 available for rent for residential use and occupancy on or  
11 after the effective date of this Act. "Dwelling" includes a  
12 dwelling unit within a common-interest community, including a  
13 condominium or cooperative building, that is held out for rent  
14 and not occupied by the owner of record. "Dwelling" does not  
15 include a commercial unit in a mixed-use development, hospital  
16 or skilled nursing facility, transitory dwelling that is not  
17 ordinarily occupied by the same tenant for more than 31 days,  
18 convent or monastery, extended care facility, asylum or  
19 not-for-profit home for the aged, temporary overnight shelter,  
20 transitional shelter, dormitory owned and operated by an  
21 elementary school, high school, or institution of higher  
22 learning, student housing accommodation wherein a housing  
23 agreement or housing contract is entered into between the  
24 student and an institution of higher learning or student  
25 housing wherein the institution exercises control or  
26 supervision of the student, or student housing owned and

1 operated by a tax-exempt organization affiliated with an  
2 institution of higher learning.

3 "Dwelling unit" refers to any building, structure, or part  
4 thereof, or land appurtenant thereto, or any other rental  
5 property rented or offered for rent for residential purposes,  
6 together with all common areas and recreational facilities  
7 held out for use by the tenant. For the purposes of Sections 20  
8 and 25, "dwelling unit" does not include a subsidized housing  
9 unit or unit with rent that is controlled, regulated, or  
10 subsidized by any governmental unit, agency, or authority.

11 "Landlord" means an owner of record, agent, lessor, or  
12 sublessor, or the successor in interest of any of them, of a  
13 dwelling or dwelling unit.

14 "Legal representation" means representation in a covered  
15 matter provided by a designated organization to a covered  
16 individual, and all legal advice, advocacy, and assistance  
17 associated with the representation, subject to and in  
18 accordance with the Illinois Rules of Professional Conduct.

19 "Median area rent" means the median of rent charged for a  
20 residential dwelling unit with the same number of bedrooms in  
21 each county or the other unit of local government as defined by  
22 the Illinois Housing Development Authority.

23 "Person with a disability" has the meaning given to that  
24 term in paragraph (2) of subsection 2FF of the Consumer Fraud  
25 and Deceptive Business Practices Act.

26 "Rent" means the consideration demanded or received in

1 connection with the use and occupancy of a dwelling unit.  
2 "Rent" does not include a security deposit or other fund held  
3 in trust for the tenant but includes other fees, costs, and  
4 consideration, regardless of whether they are denominated as  
5 rent.

6 "Rental agreement" means an agreement, oral, written, or  
7 implied, between a landlord and tenant for use or occupancy of  
8 a dwelling unit and associated services.

9 "Subsidized housing" has the meaning given to that term in  
10 Section 3 of the Subsidized Housing Joint Occupancy Act.

11 "Tenant" means a person entitled by a rental agreement,  
12 subtenancy approved by the landlord, or by sufferance, to  
13 occupy a dwelling unit.

14 Section 20. Establishment of annual rent increase limit.

15 (a) This Section is designed to stabilize rent, prevent  
16 displacement due to sudden and substantial rent increases and  
17 ensure affordability and predictability of future rent  
18 increases. The annual limit on rent increases established by  
19 this Section applies to a rental unit, rather than an  
20 individual tenant household.

21 (b) A landlord may increase the rent no more than once  
22 every 12 months. A landlord may not increase the rent beyond  
23 what is permitted by this Section, regardless of whether a  
24 tenant moves out of, or is otherwise displaced from, the  
25 dwelling unit, or ownership or management of the dwelling unit

1 has changed. If a landlord has not increased the rent within 12  
2 months before a tenant moves into the dwelling unit, the  
3 landlord may only increase the rent to the extent allowed by  
4 this Section.

5 (c) No more than once every 12 months, upon a 90-day  
6 written notice, a landlord may increase the rent for a  
7 dwelling unit in which a tenant resides by a rate no greater  
8 than 5%. The permissible percentage change shall be calculated  
9 using the lowest gross rental rate charged for that dwelling  
10 unit at any time during the 12 months prior to the effective  
11 date of the increase.

12 (d) A landlord who has not registered a particular  
13 dwelling unit with the Residential Rental Registry may not  
14 increase the rent charged for the dwelling unit until the  
15 landlord registers the dwelling unit with the Residential  
16 Rental Registry.

17 (e) A landlord who temporarily removes a dwelling unit  
18 from the rental market and later relists the property for rent  
19 may only increase the rental rate charged for the unit in  
20 accordance with this Section, regardless of how long the  
21 dwelling unit is vacant. If the unit is vacant for more than 12  
22 months, the permissible percentage change shall be calculated  
23 using the gross rental rate charged when the unit was last  
24 occupied.

25 Section 25. Establishment of Residential Rental Registry.

1           (a) The State hereby establishes the Residential Rental  
2 Registry and finds and declares that the rental of a dwelling  
3 unit constitutes a business or activity which impacts the  
4 public health, safety, and general welfare of the people of  
5 the State. The intent of this Section is to protect the public  
6 health, safety, and general welfare of the people of the State  
7 and to further achieve the beneficial purposes of:

8           (1) protecting the character and stability of  
9 residential areas;

10           (2) augmenting the correction and prevention of  
11 housing conditions that adversely affect or are likely to  
12 adversely affect the health, life, safety, and general  
13 welfare, including the physical, mental, and social  
14 well-being of a person occupying a dwelling;

15           (3) gathering information to enable the State, tenant,  
16 and the public to have a better understanding of and  
17 transparency concerning the State's rental housing stock,  
18 its ownership, and condition; and

19           (4) further educating a landlord regarding the  
20 landlord's obligations.

21           (b) No person shall allow to be occupied, or rent to  
22 another for occupancy, or charge, accept, or retain rent for  
23 any dwelling unit unless the landlord has duly registered the  
24 dwelling unit with the Illinois Housing Development Authority.  
25 Each landlord of one or more dwelling unit, including a  
26 condominium and cooperative unit, in the State shall register



1 each dwelling unit by January 15th of each year with the  
2 Illinois Housing Development Authority. For a condominium and  
3 cooperative, the property required to be registered shall be  
4 the individual dwelling unit being rented or offered for rent,  
5 and not the entire building or development. Within 15 days  
6 after a change in ownership of a dwelling unit, the new  
7 landlord shall notify the Illinois Housing Development  
8 Authority of the change.

9 (c) The Illinois Housing Development Authority shall  
10 prepare and make available an Internet registration web form  
11 for a landlord to complete that collects information the  
12 Illinois Housing Development Authority deems desirable and  
13 necessary to fulfill the purposes of this Section. The data  
14 collected pursuant to this Section shall be made publicly  
15 available in the form of a searchable and exportable database.  
16 The information collected from a landlord includes, but is not  
17 limited to:

18 (1) the street address and property index number of  
19 the building within which any dwelling unit is located;

20 (2) the number of dwelling units in the building, the  
21 number of floors in the building, the floor number and  
22 unit number or letter designation for each dwelling unit  
23 that is or may be available for rent at any time, and the  
24 number of bedrooms in each dwelling unit;

25 (3) the rental rate charged at the time of  
26 registration for each dwelling unit;

1           (4) the name, street address, email, and telephone  
2           number of the landlord;

3           (5) if the landlord is a corporation, partnership,  
4           limited partnership, limited liability company, or other  
5           entity, the name, title, street address, telephone number,  
6           associated website address, if any, and email of a  
7           responsible individual partner, member, or officer, and of  
8           any partner, member, or officer holding a 20% or greater  
9           interest in the entity. If no one person holds 20% or  
10          greater interest in the entity, the foregoing information  
11          for each of the 5 persons holding the most interest in the  
12          entity shall be disclosed;

13          (6) the name, street address, email, associated  
14          website address, if any, and telephone number of the  
15          property manager, if different from the landlord; and

16          (7) the name, street address, telephone number, and  
17          email of the person or entity the tenant is to contact when  
18          requesting repairs be made to the tenant's dwelling unit,  
19          and the contact person's business relationship to the  
20          owner.

21          For purposes of this Section, a post office box or  
22          commercial mail receiving service shall not be accepted as the  
23          landlord's or property manager's address. The building and  
24          dwelling unit being registered shall not be accepted as the  
25          landlord's address, unless it is the principal place of  
26          business or residence of the landlord.

1 Failure to provide required information or to pay the  
2 registration fee shall be grounds for Illinois Housing  
3 Development Authority to disallow registration.

4 (d) Unless otherwise provided, any person who violates  
5 this Section, or provides false or misleading information to  
6 the Illinois Housing Development Authority, or violates any  
7 rule adopted hereunder, shall be barred and prohibited from  
8 filing an eviction action or other action under the Code of  
9 Civil Procedure seeking possession of any dwelling unit within  
10 the building for which the false or misleading information was  
11 provided, and shall be fined \$100 per dwelling unit. Each day  
12 that a violation exists shall constitute a separate and  
13 distinct offense. If the failure of a landlord to register a  
14 dwelling unit is willful or a landlord knowingly provides  
15 false information in a registration statement, then the State  
16 shall, in addition to other remedies, claw back or recover any  
17 financial benefit given, awarded, or credited to the landlord  
18 for the 7 years preceding the landlord's act or omission.  
19 Liability for a violation of this Section shall be joint and  
20 several among owners. The remedies available under this  
21 Section are cumulative and not exclusive.

22 (e) The Illinois Housing Development Authority shall  
23 administer this Section and shall adopt rules for the  
24 effective administration of this Section within 90 days of the  
25 effective date of this Act. The Illinois Housing Development  
26 Authority shall consult and cooperate with other pertinent

1 State departments and agencies in the implementation,  
2 administration, and enforcement of the provisions of this  
3 Section. The Illinois Housing Development Authority shall  
4 establish and maintain the rental registry on a user-friendly,  
5 publicly accessible, searchable website, and shall include, in  
6 addition to the registration forms submitted by an owner,  
7 records of registration violations. This website shall  
8 maintain public access to these records for 10 years. The  
9 Illinois Housing Development Authority shall enforce any  
10 provision of this Section through an injunction or any other  
11 suit, action, or proceeding at law or in equity in a court of  
12 competent jurisdiction.

13 Section 30. Right to Counsel Program.

14 (a) There is established the Right to Counsel Program for  
15 the purpose of providing any covered individual with legal  
16 representation at no cost in a covered matter, effective one  
17 year after the effective date of this Act.

18 (b) The Judicial Branch shall contract with or enter a  
19 memorandum of agreement with an administering entity to  
20 administer the Right to Counsel Program. The administering  
21 entity, within the funding available to it for the Right to  
22 Counsel Program, shall fund the provision of legal  
23 representation by designated organizations under this Section.  
24 A designated organization may subcontract with a nonprofit or  
25 community organization to provide legal representation to a

1 covered individual, and to provide tenant outreach and  
2 education. A designated organization shall, at a minimum:

3 (1) have substantial expertise in housing law and  
4 landlord tenant law and substantial experience furnishing  
5 free legal assistance to an eligible individual;

6 (2) have a demonstrated history of serving the  
7 low-income community;

8 (3) identify the geographic area in which the  
9 organization provides legal representation;

10 (4) have a plan to reach and provide legal  
11 representation to an income-eligible person with limited  
12 English proficiency; and

13 (5) provide appropriate supervision and training.

14 (c) The administering entity may receive funds or services  
15 from the State or federal government, corporations,  
16 associations, or individuals to fund:

17 (1) the provision of legal representation to a covered  
18 individual in a covered matter;

19 (2) the administration of the Right to Counsel Program  
20 for the administering entity and designated organization;  
21 and

22 (3) tenant outreach and education.

23 (d) The Judicial Branch, in consultation with the  
24 administering entity and designated organization, shall  
25 approve a one-page, plain language notice to inform a tenant  
26 of the rights under the Right to Counsel Program. Not later

1 than one year after the effective date of this Act, the notice  
2 shall be made available on the Judicial Branch's website and  
3 available to the public. The notice shall include a phone  
4 number for accessing information and applying for assistance.

5 On and after October 1, 2022, an owner, lessor, landlord,  
6 legal representative, or agent of an owner, lessor, or  
7 landlord, a housing authority, or a housing subsidy program  
8 administrator, as applicable, shall attach a copy of the  
9 notice described to:

10 (1) a notice to quit delivered to a covered individual  
11 pursuant to Article IX of the Code of Civil Procedure;

12 (2) a summons and complaint for an eviction action  
13 pursuant to Article IX of the Code of Civil Procedure;

14 (3) a lease termination notice, including for a public  
15 or subsidized housing unit; and

16 (4) a notice to terminate a State or federal housing  
17 subsidy.

18 Any court notice scheduling a mediation or hearing that is  
19 sent to a self-represented party in a covered matter shall  
20 include plain language information about the availability of  
21 legal representation through the Right to Counsel Program and  
22 a phone number for accessing information and applying for  
23 assistance.

24 (e) The administering entity, in consultation with the  
25 designated organization, shall determine how to phase in the  
26 Right to Counsel Program based on all relevant factors,

1 including, but not limited to:

2 (1) the prioritization of certain groups of  
3 individuals by income, zip codes, census tracts, or other  
4 priority criteria developed in consultation with the  
5 designated organization;

6 (2) the availability of program funding;

7 (3) the number of trained legal services attorneys  
8 available to provide legal representation; and

9 (4) the scope of the need for legal representation.

10 (f) Nothing in this Section shall be construed to  
11 establish any right enforceable by a covered individual  
12 against a designated organization or the administering entity.

13 (g) No later than one year after the effective date of this  
14 Act, and annually thereafter, the administering entity shall  
15 submit a report to the joint standing committees of the  
16 General Assembly having cognizance of matters relating to  
17 housing and the Judicial Department. The report shall include:

18 (1) the number of covered individuals provided legal  
19 representation pursuant to this Section;

20 (2) the extent of legal representation provided;

21 (3) any outcomes achieved, such as the rates of tenant  
22 representation, tenant retention of housing, or other  
23 appropriate outcome measures; and

24 (4) the engagement and education of tenants.

25 Section 35. Small Rental Property Owner Repairs and

1 Improvement Fund.

2 (a) The Illinois Housing Development Authority shall  
3 establish a fund that provides financial support in the form  
4 of grants, zero-interest loans, or low-interest loans, to an  
5 owner who owns no more than 12 dwelling units and who seeks to  
6 conduct capital improvements or significant repairs that would  
7 bring one or more dwelling unit into material compliance with  
8 habitability and healthy homes standards. To be eligible to  
9 receive financial support through the Small Rental Property  
10 Owner Repairs and Improvement Fund, the owner shall not charge  
11 rent that exceeds the applicable median area rent.

12 (b) When considering and prioritizing applications for the  
13 Small Rental Property Owner Repairs and Improvement Fund, the  
14 Illinois Housing Development Authority may prioritize, among  
15 other factors, applications from a landlord who:

16 (1) has not increased rent within the past 12 months;

17 (2) has registered with the Residential Rental  
18 Registry;

19 (3) has not received funding from the Small Landlord  
20 Repairs and Improvement Fund in the 3 years prior to  
21 submitting the landlord's application;

22 (4) has maintained a reserve account for maintenance  
23 and repairs;

24 (5) lacks insurance coverage for the repairs to be  
25 conducted;

26 (6) has encountered unexpected repairs that



1 significantly reduce the habitability, health, or safety  
2 of the dwelling; or

3 (7) meets other criteria as the Illinois Housing  
4 Development Authority requires.

5 Section 40. Private enforcement.

6 (a) A landlord who is found liable in a judicial or  
7 administrative proceeding, including an eviction action, to a  
8 tenant of a dwelling unit for charging an amount of rent for  
9 that dwelling unit in excess of that allowed under this Act  
10 shall pay the prevailing tenant damages equal to 3 times the  
11 total monthly rent charged, together with the actual damages,  
12 the tenant's costs, and reasonable attorney's fees.

13 (b) It is an affirmative defense and counterclaim in any  
14 eviction action that the landlord has charged rent in excess  
15 of the amount allowed under this Act.

16 (c) No landlord may terminate or threaten to terminate a  
17 tenancy, refuse to renew a tenancy, increase rent, or decrease  
18 services for a dwelling unit on the ground that the tenant has  
19 complained to the landlord, any governmental authority,  
20 community organization, or media organization of a bona fide  
21 violation of this Act, or worked collectively to organize a  
22 tenant association or other group to advocate for the tenant's  
23 rights under this Act. Any provision in a rental agreement or  
24 other agreement or understanding purporting to waive the  
25 protection provided by this subsection is void and

1 unenforceable. If a landlord is found to have acted in  
2 violation of this subsection, the tenant is entitled to  
3 recover damages in the amount of 3 times the monthly rent  
4 charged, together with the tenant's actual damages, the  
5 tenant's costs, and reasonable attorney's fees. In an action  
6 brought under this subsection, the tenant may also seek to  
7 recover possession of the dwelling unit or terminate the  
8 rental agreement.

9 Section 45. Tenant Bill of Rights.

10 (a) The rental of the following dwelling units shall not  
11 be governed by this Act, unless the rental agreement thereof  
12 is created to avoid the application of this Act:

13 (1) a dwelling unit in a hotel, motel, inn, bed-  
14 and-breakfast establishment, rooming house, and boarding  
15 house, but only until the dwelling unit has been occupied  
16 by a tenant for 32 or more continuous days and the tenant  
17 pays a monthly rent, exclusive of any period of wrongful  
18 occupancy contrary to agreement with an owner. No landlord  
19 shall bring an action to recover possession of the unit or  
20 avoid renting monthly in order to avoid the application of  
21 this Act. Any willful attempt to avoid application of this  
22 Act by an owner may be punishable by a criminal or civil  
23 action;

24 (2) a housing accommodation in any hospital, convent,  
25 monastery, extended care facility, asylum or

1 not-for-profit home for the aged, temporary overnight  
2 shelter, transitional shelter, dormitory owned and  
3 operated by an elementary school, high school, or  
4 institution of higher learning, student housing  
5 accommodation wherein a housing agreement or housing  
6 contract is entered into between the student and an  
7 institution of higher learning or student housing wherein  
8 the institution exercises control or supervision of the  
9 student, or student housing owned and operated by a  
10 tax-exempt organization affiliated with an institution of  
11 higher learning;

12 (3) a dwelling unit that is occupied by a purchaser  
13 pursuant to a real estate purchase contract prior to the  
14 transfer of title to the property to the purchaser, or by a  
15 seller of property pursuant to a real estate purchase  
16 contract subsequent to the transfer of title from the  
17 seller;

18 (4) a dwelling unit occupied by an employee of a  
19 landlord whose right to occupancy is conditional upon  
20 employment in or about the premises; and

21 (5) a dwelling unit in a cooperative occupied by a  
22 holder of a proprietary lease.

23 (b) Identification of owner and agent.

24 (1) A landlord or any person authorized to enter into  
25 an oral or written rental agreement on the landlord's  
26 behalf shall disclose to the tenant in writing at or

1 before the commencement of the tenancy the name, address,  
2 and telephone number of:

3 (A) the owner or person authorized to manage the  
4 premises; and

5 (B) a person authorized to act for and on behalf of  
6 the owner for the purpose of service of process and for  
7 the purpose of receiving and receipting for notices  
8 and demands.

9 (2) A person who enters into a rental agreement and  
10 fails to comply with the requirements of this Section  
11 becomes an agent of the landlord for the purpose of:

12 (A) service of process and receiving and  
13 receipting for notices and demands; and

14 (B) performing the obligations of the landlord  
15 under this Act and under the rental agreement.

16 (3) The information required under this Section shall  
17 be kept current and this Section extends to and is  
18 enforceable against any successor landlord, owner, or  
19 manager.

20 (4) If the landlord fails to comply with this Section,  
21 the tenant may terminate the rental agreement under the  
22 notice provisions of paragraph (2) of subsection (e). If  
23 the landlord fails to comply with the requirements of this  
24 Section after receipt of written notice under paragraph  
25 (2) of subsection (e), the tenant shall recover one  
26 month's rent or actual damages, whichever is greater.

1 (c) Landlord's right of access.

2 (1) A tenant shall not unreasonably withhold consent  
3 to the landlord to enter the dwelling unit:

4 (A) to make a necessary or agreed repair,  
5 decoration, alteration, or improvement;

6 (B) to supply a necessary or agreed service;

7 (C) to conduct an inspection authorized or  
8 required by any governmental agency;

9 (D) to exhibit the dwelling unit to a prospective  
10 or actual purchaser, mortgagee, workman, or  
11 contractor;

12 (E) to exhibit the dwelling unit to a prospective  
13 tenant 60 days or less prior to the expiration of the  
14 existing rental agreement;

15 (F) for practical necessity where repairs or  
16 maintenance elsewhere in the building unexpectedly  
17 require access;

18 (G) to determine a tenant's compliance with  
19 provisions in the rental agreement; and

20 (H) in case of an emergency.

21 (2) A landlord shall not abuse the right of access or  
22 use it to harass the tenant.

23 (3) Except in cases where access is authorized by  
24 subsection (f) or (h), the landlord shall give the tenant  
25 notice of the landlord's intent to enter of no less than 2  
26 days.

1           (A) The notice shall be provided directly to each  
2 dwelling unit by mail, telephone, written notice to  
3 the dwelling unit, or by other reasonable means  
4 designed in good faith to provide notice to the  
5 tenant.

6           (B) If access is required because of repair work  
7 for a common facility or other apartment, a general  
8 notice may be given by the landlord to all potentially  
9 affected tenants that entry may be required.

10           (C) In a case where access is authorized by  
11 subsection (f) or (h), the landlord may enter the  
12 dwelling unit without notice or consent of the tenant.  
13 The landlord shall give the tenant notice of entry  
14 within 2 days after entry.

15           (D) The landlord may enter only at a reasonable  
16 time, except in the case of an emergency. Entry  
17 between 8:00 a.m. and 8:00 p.m. or at any other time  
18 expressly requested by the tenant is presumed  
19 reasonable.

20           (d) The landlord shall maintain the premises in compliance  
21 with all applicable provisions of the relevant law and shall  
22 promptly make any and all repairs necessary to fulfill this  
23 obligation.

24           (e) Tenant remedies.

25           (1) For purposes of this subsection, material  
26 noncompliance with subsection (d) includes, but is not

1 limited to, the:

2 (A) failure to maintain the structural integrity  
3 of the building or structure or parts thereof;

4 (B) failure to maintain floors in compliance with  
5 the safe load-bearing requirements;

6 (C) failure to comply with the applicable  
7 requirements for the number, width, construction,  
8 location, or accessibility of exits;

9 (D) failure to maintain exit, stairway, fire  
10 escape, or directional signs where required;

11 (E) failure to provide smoke alarms, smoke  
12 detectors, sprinkler systems, standpipe systems, fire  
13 alarm systems, automatic fire detectors, or fire  
14 extinguishers where required;

15 (F) failure to maintain elevators as required by  
16 law;

17 (G) failure to provide or maintain in good working  
18 order a flush water closet, lavatory basin, bathtub or  
19 shower, or kitchen sink;

20 (H) failure to maintain heating facilities or  
21 gas-fired appliances as required by law;

22 (I) failure to provide heat or hot water in such  
23 amounts and at such levels and times as required by  
24 law;

25 (J) failure to provide hot and cold running water  
26 as required by law;

1           (K) failure to provide adequate hall or stairway  
2 lighting as required by law;

3           (L) failure to maintain the foundation, exterior  
4 walls, or exterior roof in sound condition and repair,  
5 substantially watertight, and protected against  
6 rodents;

7           (M) failure to maintain floors, interior walls, or  
8 ceilings in sound condition and good repair;

9           (N) failure to maintain windows, exterior doors,  
10 or basement hatchways in sound condition and repair  
11 and substantially tight, and to provide locks or  
12 security devices as required by law, including  
13 deadlatch locks, deadbolt locks, sash or ventilation  
14 locks, and front door windows or peepholes;

15           (O) failure to supply screens where required by  
16 law;

17           (P) failure to maintain stairways or porches in  
18 safe condition and sound repair;

19           (Q) failure to maintain the basement or cellar in  
20 a safe and sanitary condition;

21           (R) failure to maintain facilities, equipment, or  
22 chimneys in safe and sound working condition;

23           (S) failure to prevent the accumulation of  
24 stagnant water;

25           (T) failure to exterminate insects, rodents, or  
26 other pests;



1 (U) failure to supply or maintain facilities for  
2 refuse disposal;

3 (V) failure to prevent the accumulation of  
4 garbage, trash, refuse, or debris as required by law;

5 (W) failure to provide adequate light or  
6 ventilation as required by law;

7 (X) failure to maintain plumbing facilities,  
8 piping, fixtures, appurtenances, and appliances in  
9 good operating condition and repair;

10 (Y) failure to provide or maintain electrical  
11 systems, circuits, receptacles, and devices as  
12 required by law;

13 (Z) failure to maintain and repair any equipment  
14 which the landlord supplies or is required to supply;  
15 or

16 (AA) failure to maintain the dwelling unit and  
17 common areas in a fit and habitable condition.

18 (2) If there is material noncompliance by the landlord  
19 with a rental agreement or with subsection (d) either of  
20 which renders the premises not reasonably fit and  
21 habitable, the tenant, under the rental agreement, may  
22 deliver a written notice to the landlord specifying the  
23 acts or omissions constituting the material noncompliance  
24 and specifying that the rental agreement will terminate on  
25 a date not less than 14 days after receipt of the notice by  
26 the landlord, unless the material noncompliance is

1 remedied by the landlord within the period specified in  
2 the notice. If the material noncompliance is not remedied  
3 within the period specified in the notice, the rental  
4 agreement shall terminate, and the tenant shall deliver  
5 possession of the dwelling unit to the landlord within 30  
6 days after the expiration of the period specified in the  
7 notice. If possession is not delivered, then the tenant's  
8 notice shall be deemed withdrawn and the lease shall  
9 remain in full force and effect. If the rental agreement  
10 is terminated, the landlord shall return all prepaid rent,  
11 security deposits, and interest recoverable by the tenant  
12 under subsection (f).

13 (3) If the landlord fails to deliver possession of the  
14 dwelling unit to the tenant in compliance with the  
15 residential rental agreement or subsection (d), rent for  
16 the dwelling unit shall abate until possession is  
17 delivered, and the tenant may:

18 (A) upon written notice to the landlord, terminate  
19 the rental agreement, and upon termination the  
20 landlord shall return all prepaid rent and security;  
21 or

22 (B) demand performance of the rental agreement by  
23 the landlord and, if the tenant elects, maintain an  
24 action for possession of the dwelling unit against the  
25 landlord or any person wrongfully in possession and  
26 recover the damages sustained by the tenant. If a

1 person's failure to deliver possession is willful, an  
2 aggrieved person may recover from the person  
3 withholding possession an amount not more than 2  
4 months' rent or twice the actual damages sustained by  
5 the tenant, whichever is greater.

6 (4) If there is material noncompliance by the landlord  
7 with the rental agreement or with subsection (d), and the  
8 reasonable cost of compliance does not exceed the greater  
9 of \$500 or one-half of the monthly rent, the tenant may  
10 recover damages for the material noncompliance or may  
11 notify the landlord in writing of the tenant's intention  
12 to correct the condition at the landlord's expense;  
13 however, this paragraph is not applicable if the  
14 reasonable cost of compliance exceeds one month's rent. If  
15 the landlord fails to correct the defect within 14 days  
16 after being notified by the tenant in writing or as  
17 promptly as conditions require in the case of an  
18 emergency, the tenant may have the work done in a  
19 workmanlike manner and in compliance with existing law and  
20 building regulations and, after submitting to the landlord  
21 a paid bill from an appropriate tradesperson or supplier,  
22 deduct from the tenant's rent the amount thereof, not to  
23 exceed the limits specified by this paragraph and not to  
24 exceed the reasonable price then customarily charged for  
25 the work. A tenant shall not repair at the landlord's  
26 expense if the condition was caused by the deliberate or

1 negligent act or omission of the tenant, a member of the  
2 tenant's family, or other person on the premises with the  
3 tenant's consent.

4 (A) Before correcting a condition affecting  
5 facilities shared by more than one dwelling unit, the  
6 tenant shall notify all other affected tenants and  
7 shall cause the work to be done so as to create the  
8 least practical inconvenience to the other tenants.  
9 Nothing herein shall be deemed to grant any tenant any  
10 right to repair any common element or dwelling unit in  
11 a building subject to a condominium regime other than  
12 in accordance with the declaration and bylaws of the  
13 condominium building, so long as the declaration and  
14 bylaws have not been created to avoid the application  
15 of this Act.

16 (B) For purposes of mechanics' lien laws, repairs  
17 performed or materials furnished under this paragraph  
18 shall not be construed as having been performed or  
19 furnished pursuant to the authority of or with  
20 permission of the landlord.

21 (5) If there is material noncompliance by the landlord  
22 with the rental agreement or with subsection (d), the  
23 tenant may notify the landlord in writing of the tenant's  
24 intention to withhold from the monthly rent an amount  
25 which reasonably reflects the reduced value of the  
26 premises due to the material noncompliance. If the

1 landlord fails to correct the condition within 14 days  
2 after being notified by the tenant in writing, the tenant  
3 may, during the time the failure continues, deduct from  
4 the rent the stated amount. A tenant shall not withhold  
5 rent under this paragraph if the condition was caused by  
6 the deliberate or negligent act or omission of the tenant,  
7 a member of the tenant's family, or other person on the  
8 premises with the tenant's consent.

9 (6) If there is material noncompliance by the landlord  
10 with the rental agreement or with subsection (d), the  
11 tenant may obtain injunctive relief or recover damages by  
12 claim or defense. This paragraph does not preclude the  
13 tenant from obtaining other relief to which the tenant may  
14 be entitled under this Act.

15 (7) If there is material noncompliance by the landlord  
16 with the rental agreement or with subsection (d), either  
17 of which constitutes an immediate danger to the health and  
18 safety of the tenant or, if, contrary to the rental  
19 agreement or subsection (d), the landlord fails to supply  
20 heat, running water, hot water, electricity, gas, or  
21 plumbing, the tenant may give written notice to the  
22 landlord specifying the material noncompliance or failure.  
23 If the landlord has, pursuant to this paragraph or in the  
24 rental agreement, informed the tenant of an address at  
25 which a notice to the landlord is to be received, the  
26 tenant shall mail or deliver the written notice required

1 in this paragraph to that address. If the landlord has not  
2 informed the tenant of an address at which a notice to the  
3 landlord is to be received, the written notice required in  
4 this paragraph shall be delivered by mail to the last  
5 known address of the landlord or by other reasonable means  
6 designed in good faith to provide written notice to the  
7 landlord. After the notice is delivered, the tenant may,  
8 during the period of the landlord's noncompliance or  
9 failure:

10 (A) procure reasonable amounts of heat, running  
11 water, hot water, electricity, gas, or plumbing  
12 service, as the case may be and upon presentation to  
13 the landlord of paid receipts deduct the cost from the  
14 rent;

15 (B) recover damages based on the reduction in the  
16 fair rental value of the dwelling unit;

17 (C) procure substitute housing, in which case the  
18 tenant is excused from paying rent for the period of  
19 the landlord's noncompliance. The tenant may recover  
20 the cost of the reasonable value of the substitute  
21 housing up to an amount equal to the monthly rent for  
22 each month or portion thereof of noncompliance as  
23 prorated;

24 (D) withhold from the monthly rent an amount that  
25 reasonably reflects the reduced value of the premises  
26 due to the material noncompliance or failure if the

1 landlord fails to correct the condition within 24  
2 hours after being notified by the tenant; however, no  
3 rent shall be withheld if the failure is due to the  
4 inability of the utility provider to provide service;  
5 or

6 (E) terminate the rental agreement by written  
7 notice to the landlord if the material noncompliance  
8 or failure persists for more than 72 hours after the  
9 tenant has notified the landlord of the material  
10 noncompliance or failure; however, no termination  
11 shall be allowed if the failure is due to the inability  
12 of the utility provider to provide service. If the  
13 rental agreement is terminated, the landlord shall  
14 return all prepaid rent, security deposits, and  
15 interest thereon in accordance with subsection (f),  
16 and tenant shall deliver possession of the dwelling  
17 unit to the landlord within 30 days after the  
18 expiration of the 72-hour period specified in the  
19 notice. If possession is not delivered, then the  
20 tenant's notice shall be deemed withdrawn and the  
21 lease shall remain in full force and effect.

22 If the tenant proceeds under this paragraph, the  
23 tenant may not proceed under subsection (4) or (5). The  
24 tenant may not exercise the tenant's rights under this  
25 paragraph if the condition was caused by the deliberate or  
26 negligent act or omission of the tenant, a member of the

1 tenant's family, or other person on the premises with the  
2 tenant's consent. Before correcting a condition, the  
3 repair of which will affect more than the tenant's own  
4 dwelling unit, the tenant shall notify all other tenants  
5 affected and shall cause the work to be done so as to  
6 result in the least practical inconvenience to other  
7 tenants.

8 (8) If the dwelling unit or common area are damaged or  
9 destroyed by fire or casualty to an extent that the  
10 dwelling unit is in material noncompliance with the rental  
11 agreement or with subsection (d), the tenant may:

12 (A) immediately vacate the premises and notify the  
13 landlord in writing within 14 days thereafter of the  
14 tenant's intention to terminate the rental agreement,  
15 in which case the rental agreement terminates as of  
16 the date of the fire or casualty;

17 (B) if continued occupancy is lawful, vacate any  
18 part of the dwelling unit rendered unusable by the  
19 fire or casualty, in which case the tenant's liability  
20 for rent is reduced in proportion to the reduction in  
21 the fair rental value of the dwelling unit; or

22 (C) if the tenant desires to continue the tenancy,  
23 and if the landlord has promised or begun work to  
24 repair the damage or destruction but fails to carry  
25 out the work to restore the dwelling unit or common  
26 area diligently and within a reasonable time, notify



1           the landlord in writing within 14 days after the  
2           tenant becomes aware that the work is not being  
3           carried out diligently or within a reasonable time of  
4           the tenant's intention to terminate the rental  
5           agreement, in which case the rental agreement  
6           terminates as of the date of the fire or casualty.

7           If the rental agreement is terminated under this  
8           paragraph, the landlord shall return all security deposits  
9           and prepaid rent in accordance with subsection (f).  
10          Accounting for rent in the event of termination or  
11          apportionment shall be made as of the date of the fire or  
12          casualty. A tenant may not exercise remedies in this  
13          paragraph if the fire or casualty damage was caused by the  
14          deliberate or negligent act or omission of the tenant, a  
15          member of the tenant's family, or a person on the premises  
16          with the tenant's consent.

17          (f) Security deposits.

18          (1) A landlord shall hold all security deposits  
19          received by the landlord in a federally insured  
20          interest-bearing account in a bank, savings and loan  
21          association, or other financial institution located in the  
22          State. A security deposit and interest due thereon shall  
23          continue to be the property of the tenant making the  
24          deposit, shall not be commingled with the assets of the  
25          landlord, and shall not be subject to the claims of any  
26          creditor of the landlord or of the landlord's successors

1 in interest, including a foreclosing mortgagee or trustee  
2 in bankruptcy.

3 (2) Notwithstanding paragraph (1), a landlord may  
4 accept the payment of the first month's rent and security  
5 deposit in one check or one electronic funds transfer, and  
6 deposit the check or electronic funds transfer into one  
7 account, if within 5 business days of the acceptance of  
8 the check or electronic transfer, the landlord transfers  
9 the amount of the security deposit into a separate account  
10 that complies with paragraph (1).

11 (3) The name and address of the financial institution  
12 where the security deposit will be deposited shall be  
13 clearly and conspicuously disclosed in the written rental  
14 agreement signed by the tenant. If no written rental  
15 agreement is provided, the landlord shall, within 14 days  
16 of receipt of the security deposit, notify the tenant in  
17 writing of the name and address of the financial  
18 institution where the security deposit was deposited.

19 (4) If, during the pendency of the rental agreement, a  
20 security deposit is transferred from one financial  
21 institution to another, the landlord shall, within 14 days  
22 of the transfer, notify the tenant in writing of the name  
23 and address of the new financial institution.

24 (5) Notwithstanding paragraph (1) of subsection (a), a  
25 landlord shall not be considered to be commingling the  
26 security deposits with the landlord's assets if there is

1 excess interest in the account in which the security  
2 deposits are deposited. As used in this paragraph, "excess  
3 interest" means the amount of money in excess of the total  
4 amount of security deposits deposited into the account  
5 plus any interest due thereon.

6 (6) Except as provided for in paragraph (7), any  
7 landlord who receives a security deposit from a tenant or  
8 prospective tenant shall give the tenant or prospective  
9 tenant at the time of receiving the security deposit a  
10 receipt indicating the amount of the security deposit, the  
11 name of the person receiving it, and, in the case of the  
12 agent, the name of the landlord for whom the security  
13 deposit is received, the date on which it is received, and  
14 a description of the dwelling unit. The receipt shall be  
15 signed by the person receiving the security deposit.  
16 Failure to comply with this paragraph shall entitle the  
17 tenant to immediate return of the security deposit.

18 (7) Upon payment of the security deposit by means of  
19 an electronic funds transfer, the landlord shall give the  
20 tenant a receipt that complies with paragraph (6) or an  
21 electronic receipt that acknowledges the receipt of the  
22 security deposit. The electronic receipt shall set forth  
23 the date of the receipt of the security deposit, the  
24 amount of the deposit, a description of the dwelling unit,  
25 and an electronic or digital signature of the person  
26 receiving the deposit.

1           (8) A landlord who holds a security deposit or prepaid  
2 rent pursuant to this subsection for more than 6 months  
3 shall pay interest to the tenant accruing from the  
4 beginning date of the rental term specified in the rental  
5 agreement. The landlord shall, within 30 days after the  
6 end of each 12-month rental period, pay to the tenant any  
7 interest, by cash or credit, to be applied to the rent due.

8           (9) The landlord shall, within 45 days after the date  
9 that the tenant vacates the dwelling unit or within 7 days  
10 after the date that the tenant provides notice of  
11 termination of the rental agreement pursuant to paragraph  
12 (5) of subsection (e), return to the tenant the security  
13 deposit or any balance thereof and the required interest  
14 thereon; however, the landlord, or successor landlord, may  
15 deduct from the security deposit or interest due thereon  
16 for:

17           (A) any unpaid rent which has not been validly  
18 withheld or deducted pursuant to State or federal law  
19 or local ordinance; and

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

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

11          (10) If there is a sale, lease, transfer of ownership  
12          or control, or other direct or indirect disposition of  
13          residential real property by a landlord who has received a  
14          security deposit or prepaid rent from a tenant, the  
15          successor landlord of the property shall be liable to that  
16          tenant for any security deposit, including statutory  
17          interest, or prepaid rent which the tenant has paid to the  
18          transferor.

19          (11) The successor landlord shall, within 14 days from  
20          the date of the transfer, notify the tenant who made the  
21          security deposit by delivering or mailing to the tenant's  
22          last known address that the security deposit was  
23          transferred to the successor landlord and that the  
24          successor landlord is holding the security deposit. The  
25          notice shall contain the successor landlord's name,  
26          business address, and business telephone number of the

1 successor landlord's agent, if any. The notice shall be in  
2 writing.

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

12 (13) Subject to paragraphs (14) and (15), if the  
13 landlord fails to comply with any provision of paragraphs  
14 (1) through (12), the tenant shall be awarded damages in  
15 an amount equal to 2 times the security deposit plus  
16 interest. This paragraph does not preclude the tenant from  
17 recovering other damages to which the tenant may be  
18 entitled to under this Act.

19 (14) If a landlord pays the interest on a security  
20 deposit or prepaid rent within the 30-day period provided  
21 for in paragraph (8), or within the 45-day period provided  
22 for in paragraph (9), whichever is applicable, but the  
23 amount of interest is deficient, the landlord shall not be  
24 liable for damages under paragraph (13) unless:

25 (A) the tenant gives written notice to the  
26 landlord that the amount of the interest returned was

1           deficient; and

2                   (B) within 14 days of the receipt of the notice,  
3           the landlord fails to either:

4                           (i) pay to the tenant the correct amount of  
5                   interest due plus \$50; or

6                           (ii) provide to the tenant a written response  
7                   which sets forth an explanation of how the  
8                   interest paid was calculated.

9           (15) If the tenant disagrees with the calculation of  
10           the interest, as set forth in the written response, the  
11           tenant may bring a cause of action in a court of competent  
12           jurisdiction challenging the correctness of the written  
13           response. If the court determines that the interest  
14           calculation was not accurate, the tenant shall be awarded  
15           damages in an amount equal to 2 times the security deposit  
16           plus interest.

17           (g) Tenants' notification of foreclosure action.

18                   (1) Within 7 days of being served a foreclosure  
19                   complaint, as defined in Section 15-1504 of the Code of  
20                   Civil Procedure, an owner or landlord of premises that are  
21                   the subject of the foreclosure complaint shall disclose,  
22                   in writing, to all tenants of the premises that a  
23                   foreclosure action has been filed against the owner or  
24                   landlord. An owner or landlord shall also disclose, in  
25                   writing, the notice of foreclosure to any other third  
26                   party who has a consistent pattern and practice of paying

1 rent to the owner or landlord on behalf of a tenant.

2 (2) Before a tenant initially enters into a rental  
3 agreement for a dwelling unit, the owner or landlord shall  
4 disclose, in writing, that the owner or landlord is named  
5 in a foreclosure complaint. The written disclosure shall  
6 include the court in which the foreclosure action is  
7 pending, the case name, and case number and shall include  
8 the following language: "This is not a notice to vacate  
9 the premises. This notice does not mean ownership of the  
10 building has changed. All tenants are still responsible  
11 for the payment of rent and other obligations under the  
12 rental agreement. The owner or landlord is still  
13 responsible for the owner's or landlord's obligations  
14 under the rental agreement. You shall receive additional  
15 notice if there is a change in owner."

16 (3) If the owner or landlord fails to comply with this  
17 subsection, the tenant may terminate the rental agreement  
18 by written notice. The written notice shall specify the  
19 date of termination no later than 30 days from the date of  
20 the written notice. In addition, if a tenant in a civil  
21 legal proceeding against an owner or landlord establishes  
22 that a violation of this subsection has occurred, the  
23 tenant shall be entitled to recover \$200 in damages, in  
24 addition to any other damages or remedies to which the  
25 tenant may also be entitled.

26 (h) It is declared to be against public policy of the State



1 for a landlord to take retaliatory action against a tenant,  
2 except for violation of a rental agreement or violation of a  
3 law or ordinance. A landlord may not knowingly terminate a  
4 tenancy, increase rent, decrease services, bring or threaten  
5 to bring a lawsuit against a tenant for possession, or refuse  
6 to renew a lease or tenancy because the tenant has, in good  
7 faith:

8 (1) complained of a violation applicable to the  
9 premises to a competent governmental agency, elected  
10 representative, or public official charged with the  
11 responsibility for enforcement of a building, housing,  
12 health, or similar requirement;

13 (2) complained of a building, housing, health, or  
14 similar violation or an illegal landlord practice to a  
15 community organization or the news media;

16 (3) sought the assistance of a community organization  
17 or the news media to remedy a violation or illegal  
18 landlord practice;

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

22 (5) becomes a member of a tenant's union or similar  
23 organization;

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

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

1           If the landlord acts in violation of this subsection, the  
2 tenant has a defense in any retaliatory action against the  
3 landlord for possession and is entitled to recover possession  
4 or terminate the rental agreement and, in either case, recover  
5 an amount equal to and not more than 2 months' rent or twice  
6 the damages sustained by the tenant, whichever is greater, and  
7 reasonable attorney's fees. If the rental agreement is  
8 terminated, the landlord shall return all security deposits  
9 and interest recoverable under subsection (f) and all prepaid  
10 rent. In an action by or against the tenant, if there is  
11 evidence of tenant conduct protected herein within one year  
12 prior to the alleged act of retaliation, that evidence shall  
13 create a rebuttable presumption that the landlord's conduct  
14 was retaliatory. The presumption shall not arise if the  
15 protected tenant activity was initiated after the alleged act  
16 of retaliation.

17           Section 50. Prohibition of waiver. The provisions of this  
18 Act may not be waived, and any term of any rental agreement,  
19 contract, or other agreement that purports to waive or limit a  
20 tenant's substantive or procedural rights under this Act is  
21 contrary to public policy, void, and unenforceable.

22           Section 55. Cumulative rights, obligations, and remedies.  
23 The rights, obligations, and remedies set forth in this Act  
24 shall be cumulative and in addition to any others available at

1 law or in equity.

2 Section 60. The State Finance Act is amended by adding  
3 Section 5.970 as follows:

4 (30 ILCS 105/5.970 new)

5 Sec. 5.970. The Small Landlord Repairs and Improvement  
6 Fund.

7 Section 65. The Illinois Income Tax Act is amended by  
8 adding Section 232 as follows:

9 (35 ILCS 5/232 new)

10 Sec. 232. Rental property capital improvement credit.

11 (a) For taxable years beginning after this amendatory Act  
12 of the 102nd General Assembly, there shall be allowed a tax  
13 credit against the tax imposed by subsections (a) and (b) of  
14 Section 201 equal to 3% of the real property taxes paid by a  
15 qualified taxpayer for each dwelling that the qualified  
16 taxpayer owns and that contains at least one dwelling unit  
17 with the Residential Rental Registry. To be qualified to claim  
18 this credit, the taxpayer shall own no more than 12 dwelling  
19 units and not charge rent that exceeds the applicable median  
20 area rent.

21 (b) For taxable years beginning after this amendatory Act  
22 of the 102nd General Assembly, there shall be allowed a tax

1 credit against the tax imposed by subsections (a) and (b) of  
2 Section 201 in an amount equal to the amount of capital  
3 improvements to a dwelling that a taxpayer owns and that  
4 contains at least one dwelling unit registered with the  
5 Residential Rental Registry. The credit allowed under this  
6 subsection in no case may exceed 25% of the real property taxes  
7 paid by the taxpayer for the dwelling for which improvements  
8 are claimed.

9 (c) A taxpayer may apply for a tax credit under subsection  
10 (a) or (b), or both.

11 (d) To obtain a tax credit or tax credits pursuant to this  
12 Section, the taxpayer shall apply with the Department of  
13 Commerce and Economic Opportunity. The Department of Commerce  
14 and Economic Opportunity shall determine the amount of  
15 eligible amounts under subsection (a) or capital improvements  
16 under subsection (b). Upon approval of a tax credit, the  
17 Department of Commerce and Economic Opportunity shall issue a  
18 certificate in the amount of the eligible credits. The  
19 taxpayer shall attach the certificate to the tax return on  
20 which the credits are to be claimed. The Department of  
21 Commerce and Economic Opportunity may adopt rules to implement  
22 this Section.

23 (e) The tax credit under subsection (a) or (b), or both,  
24 may not reduce the taxpayer's liability to less than zero.

25 (f) As used in this Section:

26 "Capital improvements" are capital improvements allowed

1 under Section 263 of the Internal Revenue Code, as codified at  
2 Title 26 of the U.S. Code.

3 "Dwelling" has the meaning given to it in the Keep  
4 Illinois Home Act.

5 "Dwelling unit" has the meaning given to it in the Keep  
6 Illinois Home Act.

7 "Median area rent" has the meaning given to it in the Keep  
8 Illinois Home Act.

9 "Residential Rental Registry" has the meaning given to it  
10 in the Keep Illinois Home Act.

11 Section 70. The Code of Civil Procedure is amended by  
12 changing Sections 9-207, 9-209, 9-210, and 9-211 and by adding  
13 Section 9-205.5 as follows:

14 (735 ILCS 5/9-205.5 new)

15 Sec. 9-205.5. Refusal to renew. In all tenancies or leases  
16 for a term of one year or more, after the lease expires, where  
17 the lessee refuses to renew or extend the rental agreement  
18 within 14 days after receiving written notice requesting that  
19 the lessee renew the tenancy on substantially similar terms as  
20 existed under the prior lease, the lessee's tenancy shall  
21 terminate not fewer than 30 days after the 14-day decision  
22 period expires.

23 To provide the lessor the right to terminate the tenancy  
24 under this Section, the written notice shall include

1 substantially the following language: "You must notify your  
2 landlord of your decision to continue or renew your tenancy  
3 within 14 days of the date of this notice. If you do not  
4 continue or renew your lease, then your tenancy at the  
5 premises now occupied by you, being, etc. (here describe the  
6 premises), shall terminate 30 days after this date (dated at  
7 least 14 days after the date of the notice). If you choose not  
8 to renew or continue your lease, nothing in this notice shall  
9 affect your obligation to pay rent through (here insert date  
10 on which the tenancy shall be terminated if the lessee does not  
11 elect to renew or continue the lease)."

12 (735 ILCS 5/9-207) (from Ch. 110, par. 9-207)

13 Sec. 9-207. Termination of a tenancy for other good cause.  
14 ~~Notice to terminate tenancy for less than a year.~~

15 (a) The lessor may seek, in good faith, to recover  
16 possession of the premises so that the lessor or the lessor's  
17 spouse, domestic partner, child, parent, grandparent, sibling,  
18 or grandchild may occupy the premises as that person's  
19 principal residence for a period of no fewer than 24  
20 continuous months. The lessor or qualified relative shall move  
21 into the premises within 3 months after the original lessee  
22 vacates the unit. The lessor shall provide the lessee with  
23 written notice of no fewer than 120 days before the lessor  
24 intends to occupy the premises before the lessor may terminate  
25 the lease. The notice shall be dated and shall identify the

1 date, at least 120 days after the notice is served, on which  
2 the lessee's tenancy is terminated. The notice shall state  
3 that the lessee is entitled to relocation assistance in the  
4 amount of \$3,000 or 3 months' rent, whichever is greater,  
5 payable within 14 days before the termination of the lessee's  
6 tenancy.

7 (1) If the lessor recovers possession under this  
8 subsection, and continuous occupancy by the lessor or the  
9 lessor's qualified relative is for fewer than 24 months,  
10 the lessor shall be presumed to be in violation of this  
11 subsection and liable to the original lessee for twice the  
12 relocation assistance due to the tenant prior to the  
13 tenant's move from the premises.

14 (2) If the lessor recovers possession under this  
15 subsection, but the lessor or the lessor's qualified  
16 relative fails to occupy the premises within 3 months of  
17 the expiration of the notice period, the lessor shall be  
18 presumed to be in violation of this subsection and liable  
19 to the original lessee for twice the relocation assistance  
20 due to the tenant prior to the tenant's move from the  
21 premises.

22 (3) The lessor may not recover possession of the  
23 premises under this subsection if the lessee notified the  
24 lessor, prior to the lessor's recovery of the premises,  
25 that the lessee:

26 (A) has a disability, as that term is defined

1           under the Americans with Disabilities Act (Section  
2           12102(1) of Title 42 of the U.S. Code); or

3           (B) is suffering from a life-threatening illness  
4           as certified by the lessee's treating physician.

5           (4) If a substantially equivalent replacement dwelling  
6           unit is vacant and available, that unit may be made  
7           available to the original lessee at a substantially  
8           similar rental rate as the lessee's current lease. The  
9           lessee may reject this substitute unit without prejudice  
10           to the lessee's rights to notice and relocation assistance  
11           under this subsection. ~~Except as provided in Section~~  
12           ~~9-207.5 of this Code, in all cases of tenancy from week to~~  
13           ~~week, where the tenant holds over without special~~  
14           ~~agreement, the landlord may terminate the tenancy by 7~~  
15           ~~days' notice, in writing, and may maintain an action for~~  
16           ~~eviction or ejection.~~

17           (b) If the lessor, in good faith, seeks to recover  
18           possession of the premises:

19           (1) in order to comply with a court's or government  
20           agency's order to vacate, order to comply, order to abate,  
21           or any other order that necessitates the vacating of the  
22           dwelling unit as a result of a violation of the housing or  
23           building code or other provision of law. The landlord  
24           shall promptly provide the tenant with a notice of vacate  
25           within the time mandated by the court or government  
26           agency, and include a copy of the order; or



1           (2) if the lessor offers the lessee a substantially  
2           equivalent replacement unit that is vacant and available  
3           and offered at a substantially similar rental rate as the  
4           original premises, the lessee may reject the lessor's  
5           offer of the replacement unit without prejudicing the  
6           lessee's right to relocation assistance. The notice shall  
7           state that the lessee is entitled to relocation assistance  
8           in the amount of \$3,000 or 3 months' rent, whichever is  
9           greater, payable within 14 days before the termination of  
10           the lessee's tenancy. If the lessee prevails on a claim  
11           that the lessor did not act in good faith in seeking to  
12           recover possession under this subsection, the lessor shall  
13           be liable for twice the relocation assistance that would  
14           be due to the lessee had the lessor acted in compliance  
15           with the requirements of this subsection, together with  
16           the lessee's reasonable attorney's fees and costs. ~~Except~~  
17           ~~as provided in Section 9 207.5 of this Code, in all cases~~  
18           ~~of tenancy for any term less than one year, other than~~  
19           ~~tenancy from week to week, where the tenant holds over~~  
20           ~~without special agreement, the landlord may terminate the~~  
21           ~~tenancy by 30 days' notice, in writing, and may maintain~~  
22           ~~an action for eviction or ejection.~~

23           (c) If the lessor, in good faith, intends to recover  
24           possession of the premises to demolish or permanently remove  
25           the premises from residential use, the lessor shall provide  
26           the lessee with no less than 90 days written notice of the

1 intent before the lessor may terminate the lease. The notice  
2 shall be dated and shall identify the date, at least 120 days  
3 after the notice is served, on which the lessee's tenancy is  
4 terminated. The notice shall state that the lessee is entitled  
5 to relocation assistance in the amount of \$3,000 or 3 months'  
6 rent, whichever is greater, payable within 14 days before the  
7 termination of the lessee's tenancy. If the lessee prevails on  
8 a claim that the lessor did not act in good faith in seeking to  
9 recover possession under this subsection, the lessor shall be  
10 liable for twice the relocation assistance that would be due  
11 to the lessee had the lessor acted in compliance with the  
12 requirements of this subsection, together with the lessee's  
13 reasonable attorney's fees and costs.

14 (d) If relocation assistance due under this Section is not  
15 paid within 14 days prior to the date set for termination of  
16 the lessee's tenancy, the lessor shall pay to the lessee twice  
17 the amount of relocation assistance originally due to the  
18 lessee. If the lessee prevails on a claim that the lessor  
19 failed to pay relocation assistance required by this Section,  
20 the lessee shall be entitled to recover the lessee's  
21 reasonable attorney's fees and costs. Failure to pay the  
22 relocation assistance is an affirmative defense and  
23 counterclaim to any action initiated under this Act.

24 (e) A landlord of a building of 12 units or fewer who pays  
25 a relocation assistance fee pursuant to subsection (a), (b), or  
26 (c) may apply to the Illinois Housing Development Authority

1 for reimbursement of up to one-half of the amount paid to the  
2 tenant upon proper documentation of payment as determined by  
3 the Illinois Housing Development Authority. To be eligible to  
4 receive reimbursement, the owner shall not charge rent that  
5 exceeds the applicable median area rent.

6 (Source: P.A. 100-173, eff. 1-1-18.)

7 (735 ILCS 5/9-209) (from Ch. 110, par. 9-209)

8 Sec. 9-209. Demand for rent - eviction action. A landlord  
9 or his or her agent may, any time after rent is due, demand  
10 payment thereof and notify the tenant, in writing, that unless  
11 payment is made within a time mentioned in such notice, not  
12 less than 5 days after service thereof, the lease will be  
13 terminated. If the tenant does not pay the rent due within the  
14 time stated in the notice under this Section, the landlord may  
15 consider the lease ended and commence an eviction or ejectment  
16 action without further notice or demand. A claim for rent may  
17 be joined in the complaint, including a request for the pro  
18 rata amount of rent due for any period that a judgment is  
19 stayed, and a judgment obtained for the amount of rent found  
20 due, in any action or proceeding brought, in an eviction  
21 action under this Section.

22 Notice made pursuant to this Section shall, as hereinafter  
23 stated, not be invalidated by payments of past due rent  
24 demanded in the notice, when the payments do not, at the end of  
25 the notice period, total the amount demanded in the notice.

1 The landlord may, however, agree in writing to continue the  
2 lease in exchange for receiving partial payment. To prevent  
3 invalidation, the notice must prominently state:

4 "Only FULL PAYMENT of the rent demanded in this notice  
5 will waive the landlord's right to terminate the lease under  
6 this notice, unless the landlord agrees in writing to continue  
7 the lease in exchange for receiving partial payment."

8 Tender ~~Collection by the landlord~~ of past rent due after  
9 the filing of a suit for eviction or ejectment pursuant to  
10 failure of the tenant to pay the rent demanded in the notice  
11 shall ~~not~~ invalidate the suit, if the rent then due is tendered  
12 prior to trial being held in the suit for eviction or  
13 ejectment.

14 (Source: P.A. 100-173, eff. 1-1-18.)

15 (735 ILCS 5/9-210) (from Ch. 110, par. 9-210)

16 Sec. 9-210. Notice to quit. When default is made in any of  
17 the material terms of a lease that results in a significant  
18 disturbance of the peaceful enjoyment of the property;  
19 significant damage to the property caused willfully or  
20 negligently, use of any part of the property for criminal  
21 activity that significantly threatens health, safety, or  
22 peaceful enjoyment of the property, or has a significant  
23 adverse effect on the management of the property, or wrongful  
24 denial of access to the premises on 3 or more occasions in a  
25 12-month period to a person duly authorized by the lessor to

1 enter the premises, if the legal requirements for the entries  
2 were observed, it is not necessary to give more than 10 days'  
3 notice to quit, or of the termination of such tenancy, and the  
4 same may be terminated on giving such notice to quit at any  
5 time after such default in any of the material terms of such  
6 lease, if the notice instructs how the alleged default may be  
7 cured before the end of the notice period and allows the lessee  
8 to meet to discuss the alleged default with the lessor or the  
9 lessor's agent that affords the lessee with a meaningful  
10 opportunity to remedy the alleged default. Such notice may be  
11 substantially in the following form:

12 "To A.B.: You are hereby notified that in consequence of  
13 your default in (here insert the character of the default) of  
14 the premises now occupied by you, being, etc., (here describe  
15 the premises) I have elected to terminate your lease, and you  
16 are hereby notified to quit and deliver up possession of the  
17 same to me within 10 days of this date (dated, etc.). You may  
18 request to meet with (here identify the lessor's agent) within  
19 10 days of (dated, etc.) to discuss this notice and how an  
20 eviction action can be avoided. IF YOU DO NOT VACATE OR CURE  
21 THIS DEFAULT WITHIN 10 DAYS BY (here explain how the alleged  
22 default may be cured within the notice period), THEN AN  
23 EVICTION ACTION MAY BE FILED AGAINST YOU."

24 The notice is to be signed by the lessor or his or her  
25 agent, and no other notice or demand of possession or  
26 termination of such tenancy is necessary, if the lessee has

1 not timely cured the alleged default.

2 (Source: P.A. 82-280.)

3 (735 ILCS 5/9-211) (from Ch. 110, par. 9-211)

4 Sec. 9-211. Service of demand or notice. Any demand may be  
5 made or notice served by delivering a written or printed, or  
6 partly written and printed, copy thereof to the tenant, or by  
7 leaving the same with some person of the age of 13 years or  
8 upwards, residing on or in possession of the premises; or by  
9 sending a copy of the notice to the tenant by certified or  
10 registered mail, with a returned receipt from the addressee;  
11 and in case no one is in the actual possession of the premises,  
12 then by posting the same on the premises.

13 Any demand or notice served shall be accessible to the  
14 tenant, including by being presented in the language the  
15 lessor knows or should know is the lessee's primary language,  
16 containing an explicit statement of the basis for the notice  
17 or demand with sufficient specificity to allow the lessee to  
18 prepare a defense, and bearing the following statement: "You  
19 may wish to contact a lawyer or local legal aid or housing  
20 counseling agency to discuss any rights that you may have."

21 (Source: P.A. 83-355.)

22 Section 75. The Condominium Property Act is amended by  
23 changing Section 30 as follows:

1 (765 ILCS 605/30) (from Ch. 30, par. 330)

2 Sec. 30. Conversion condominiums; notice; recording.

3 (a) (1) No real estate may be submitted to the provisions  
4 of the Act as a conversion condominium unless (i) a notice of  
5 intent to submit the real estate to this Act (notice of intent)  
6 has been given to all persons who were tenants of the building  
7 located on the real estate on the date the notice is given.  
8 Such notice shall be given at least 30 days, and not more than  
9 one year prior to the recording of the declaration which  
10 submits the real estate to this Act; and (ii) the developer  
11 executes and acknowledges a certificate which shall be  
12 attached to and made a part of the declaration and which  
13 provides that the developer, prior to the execution by him or  
14 his agent of any agreement for the sale of a unit, has given a  
15 copy of the notice of intent to all persons who were tenants of  
16 the building located on the real estate on the date the notice  
17 of intent was given.

18 (2) If the owner fails to provide a tenant with notice  
19 of the intent to convert as defined in this Section, the  
20 tenant permanently vacates the premises as a direct result  
21 of non-renewal of his or her lease by the owner, and the  
22 tenant's unit is converted to a condominium by the filing  
23 of a declaration submitting a property to this Act without  
24 having provided the required notice, then the owner is  
25 liable to the tenant for the following:

26 (A) the tenant's actual moving expenses incurred

1           when moving from the subject property, not to exceed  
2           \$1,500;

3                   (B) 3 months' rent at the subject property; and

4                   (C) reasonable attorney's fees and court costs.

5           (b) Any developer of a conversion condominium must, upon  
6           issuing the notice of intent, publish and deliver along with  
7           such notice of intent, a schedule of selling prices for all  
8           units subject to the condominium instruments and offer to sell  
9           such unit to the current tenants, except for units to be  
10          vacated for rehabilitation subsequent to such notice of  
11          intent. Such offer shall not expire earlier than 30 days after  
12          receipt of the offer by the current tenant, unless the tenant  
13          notifies the developer in writing of his election not to  
14          purchase the condominium unit.

15          (c) Any tenant who was a tenant as of the date of the  
16          notice of intent and whose tenancy expires (other than for  
17          cause) prior to the expiration of 120 days from the date on  
18          which a copy of the notice of intent was given to the tenant  
19          shall have the right to extend his tenancy on the same terms  
20          and conditions and for the same rental until the expiration of  
21          such 120-day period by the giving of written notice thereof to  
22          the developer within 30 days of the date upon which a copy of  
23          the notice of intent was given to the tenant by the developer.

24          (d) Each lessee in a conversion condominium shall be  
25          informed in writing by the developer at the time the notice of  
26          intent is given whether the lessee's ~~his~~ tenancy will be



1 renewed or terminated upon its expiration. If the tenancy is  
2 to be renewed, the tenant shall be informed of all charges,  
3 rental or otherwise, in connection with the new tenancy and  
4 the length of the term of occupancy proposed in conjunction  
5 therewith. If the tenancy is to be terminated upon expiration  
6 of the notice period, the tenant shall be entitled to  
7 relocation assistance in the amount of 3 times the rent  
8 charged for the unit or \$3,000, whichever is greater, payable  
9 to the tenant within 14 days prior to the expiration of the  
10 notice period. If the tenancy is to be terminated, the notice  
11 of intent shall inform the tenant that relocation assistance  
12 shall be paid within 14 days prior to the expiration of the  
13 notice period. If the relocation assistance is not paid within  
14 14 days prior to the expiration of the notice period, then the  
15 lessor shall pay to the lessee twice the relocation assistance  
16 due to the lessee. If the lessee prevails on a claim that the  
17 lessor failed to pay relocation assistance required by this  
18 Section, the lessee shall be entitled to recover the lessee's  
19 reasonable attorney's fees and costs. Failure to pay the  
20 relocation assistance is an affirmative defense and  
21 counterclaim to any action brought under Article IX of the  
22 Code of Civil Procedure.

23 (e) For a period of 120 days following his receipt of the  
24 notice of intent, any tenant who was a tenant on the date the  
25 notice of intent was given shall be given the right to purchase  
26 his unit on substantially the same terms and conditions as set

1     forth in a duly executed contract to purchase the unit, which  
2     contract shall conspicuously disclose the existence of, and  
3     shall be subject to, the right of first refusal. The tenant may  
4     exercise the right of first refusal by giving notice thereof  
5     to the developer prior to the expiration of 30 days from the  
6     giving of notice by the developer to the tenant of the  
7     execution of the contract to purchase the unit. The tenant may  
8     exercise such right of first refusal within 30 days from the  
9     giving of notice by the developer of the execution of a  
10    contract to purchase the unit, notwithstanding the expiration  
11    of the 120-day period following the tenant's receipt of the  
12    notice of intent, if such contract was executed prior to the  
13    expiration of the 120-day period. The recording of the deed  
14    conveying the unit to the purchaser which contains a statement  
15    to the effect that the tenant of the unit either waived or  
16    failed to exercise the right of first refusal or option or had  
17    no right of first refusal or option with respect to the unit  
18    shall extinguish any legal or equitable right or interest to  
19    the possession or acquisition of the unit which the tenant may  
20    have or claim with respect to the unit arising out of the right  
21    of first refusal or option provided for in this Section. The  
22    foregoing provision shall not affect any claim which the  
23    tenant may have against the landlord for damages arising out  
24    of the right of first refusal provided for in this Section.

25           (f) During the 30-day period after the giving of notice of  
26    an executed contract in which the tenant may exercise the

1 right of first refusal, the developer shall grant to such  
2 tenant access to any portion of the building to inspect any of  
3 its features or systems and access to any reports, warranties,  
4 or other documents in the possession of the developer which  
5 reasonably pertain to the condition of the building. Such  
6 access shall be subject to reasonable limitations, including  
7 as to hours. The refusal of the developer to grant such access  
8 is a business offense punishable by a fine of \$500. Each  
9 refusal to an individual lessee who is a potential purchaser  
10 is a separate violation.

11 (g) Any notice provided for in this Section shall be  
12 deemed given when a written notice is delivered in person or  
13 mailed, certified or registered mail, return receipt requested  
14 to the party who is being given the notice.

15 (h) Prior to their initial sale, units offered for sale in  
16 a conversion condominium and occupied by a tenant at the time  
17 of the offer shall be shown to prospective purchasers only a  
18 reasonable number of times and at appropriate hours. Units may  
19 only be shown to prospective purchasers during the last 90  
20 days of any expiring tenancy.

21 (i) Any provision in any lease or other rental agreement,  
22 or any termination of occupancy on account of condominium  
23 conversion, not authorized herein, or contrary to or waiving  
24 the foregoing provisions, shall be deemed to be void as  
25 against public policy.

26 (j) A tenant is entitled to injunctive relief to enforce

1 the provisions of subsections (a) and (c) of this Section.

2 (k) A non-profit housing organization, suing on behalf of  
3 an aggrieved tenant under this Section, may also recover  
4 compensation for reasonable attorney's fees and court costs  
5 necessary for filing such action.

6 (l) Nothing in this Section shall affect any provision in  
7 any lease or rental agreement in effect before this Act  
8 becomes law.

9 (m) Nothing in this amendatory Act of 1978 shall be  
10 construed to imply that there was previously a requirement to  
11 record the notice provided for in this Section.

12 (Source: P.A. 101-81, eff. 7-12-19.)

13 (50 ILCS 825/Act rep.)

14 Section 80. The Rent Control Preemption Act is repealed.

15 Section 97. Severability. The provisions of this Act are  
16 severable under Section 1.31 of the Statute on Statutes.

17 Section 99. Effective date. This Act takes effect upon  
18 becoming law."