



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

HB3709

Introduced 2/17/2023, by Rep. Lakesia Collins

SYNOPSIS AS INTRODUCED:

See Index

Creates the Keep Illinois Home Act. Provides that no person shall allow to be occupied, or rent to another for occupancy, or charge, accept, or retain rent for any dwelling unit unless the landlord has registered the dwelling unit with the Illinois Housing Development Authority in the residential rental registry created under the provisions. Includes provisions on the form of registration, failure to register, and the administration and enforcement of registry. Provides that the Illinois Supreme Court shall contract with or enter a memorandum of agreement with an administering entity to administer a right to counsel program for tenants. Provides that the administering entity, within the funding available to it for the right to counsel program, shall fund the provision of legal representation by designated organizations under this Section. Provides that a designated organization may subcontract with a nonprofit or community organization to provide legal representation to a covered individual and to provide tenant outreach and education. Contains other requirements for the program. Contains provisions relating to the Small Rental Property Owner Repairs and Improvement Fund, private enforcement of eviction actions, and a Tenant Bill of Rights. Amends the Illinois Income Tax Act adding a rental property capital improvement credit. Amends the State Finance Act, Code of Civil Procedure, Condominium Property Act, and Rent Control Preemption Act making conforming and other changes. Repeals the Retaliatory Eviction Act. Effective immediately.

LRB103 29999 AWJ 56419 b

1 AN ACT concerning government.

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 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
17 renters.

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

1 necessities such as health care, education, vocational
2 training, transportation, or utilities.

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

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

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

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

24 "Administering entity" means the organization contracted

1 by or party to a memorandum of agreement with the
2 Administrative Office of the Illinois Courts to administer the
3 Right to Counsel Program in accordance with Section 30.

4 "Area median income" means the median income published
5 annually for each metropolitan and nonmetropolitan area by the
6 U.S. Department of Housing and Urban Development.

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

10 "Covered individual" means any party to a covered matter
11 who is a tenant, lessee, or occupant, for residential
12 purposes, of any land or building, any apartment in any
13 building, any dwelling unit, any trailer or mobile
14 manufactured home, or any land upon which a trailer or mobile
15 manufactured home is used or stands.

16 "Covered matter" means any notice to quit or notice to
17 terminate tenancy delivered to, or any summary process action
18 instituted against, a covered individual under Article IX of
19 the Code of Civil Procedure or any administrative proceeding
20 against a covered individual necessary to preserve a State or
21 federal housing subsidy or to prevent a proposed termination
22 of the lease.

23 "Designated organization" means any not-for-profit legal
24 services organization that provides legal representation in a
25 covered matter to a covered individual.

26 "Dwelling" means any privately owned parcel of real

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

22 "Dwelling unit" refers to any building, structure, or part
23 thereof, or land appurtenant thereto, or any other rental
24 property rented or offered for rent for residential purposes,
25 together with all common areas and recreational facilities
26 held out for use by the tenant. For the purposes of Sections 20

1 and 25, "dwelling unit" does not include a subsidized housing
2 unit or unit with rent that is controlled, regulated, or
3 subsidized by any governmental unit, agency, or authority.

4 "Landlord" means an owner of record, agent, lessor, or
5 sublessor, or the successor in interest of any of them, of a
6 dwelling or dwelling unit.

7 "Legal representation" means representation in a covered
8 matter provided by a designated organization to a covered
9 individual, and all legal advice, advocacy, and assistance
10 associated with the representation, subject to and in
11 accordance with the Illinois Rules of Professional Conduct.

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

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

19 "Rent" means the consideration demanded or received in
20 connection with the use and occupancy of a dwelling unit.
21 "Rent" does not include a security deposit or other fund held
22 in trust for the tenant but includes other fees, costs, and
23 consideration, regardless of whether they are denominated as
24 rent.

25 "Rental agreement" means an agreement, oral, written, or
26 implied, between a landlord and tenant for use or occupancy of

1 a dwelling unit and associated services.

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

4 "Tenant" means a person entitled by a rental agreement,
5 subtenancy approved by the landlord, or by sufferance, to
6 occupy a dwelling unit.

7 Section 20. Establishment of Residential Rental Registry.

8 (a) The State hereby establishes the Residential Rental
9 Registry and finds and declares that the rental of a dwelling
10 unit constitutes a business or activity which impacts the
11 public health, safety, and general welfare of the people of
12 the State. The intent of this Section is to protect the public
13 health, safety, and general welfare of the people of the State
14 and to further achieve the beneficial purposes of:

15 (1) protecting the character and stability of
16 residential areas;

17 (2) augmenting the correction and prevention of
18 housing conditions that adversely affect or are likely to
19 adversely affect the health, life, safety, and general
20 welfare, including the physical, mental, and social
21 well-being of a person occupying a dwelling;

22 (3) gathering information to enable the State, tenant,
23 and the public to have a better understanding of and
24 transparency concerning the State's rental housing stock,
25 its ownership, and condition; and

1 (4) further educating a landlord regarding the
2 landlord's obligations.

3 (b) No person shall allow to be occupied, or rent to
4 another for occupancy, or charge, accept, or retain rent for
5 any dwelling unit unless the landlord has duly registered the
6 dwelling unit with the Illinois Housing Development Authority.
7 Each landlord of one or more dwelling unit, including a
8 condominium and cooperative unit, in the State shall register
9 each dwelling unit by January 15th of each year with the
10 Illinois Housing Development Authority. For a condominium and
11 cooperative, the property required to be registered shall be
12 the individual dwelling unit being rented or offered for rent,
13 and not the entire building or development. Within 15 days
14 after a change in ownership of a dwelling unit, the new
15 landlord shall notify the Illinois Housing Development
16 Authority of the change.

17 (c) The Illinois Housing Development Authority shall
18 prepare and make available an Internet registration web form
19 for a landlord to complete that collects information the
20 Illinois Housing Development Authority deems desirable and
21 necessary to fulfill the purposes of this Section. The data
22 collected pursuant to this Section shall be made publicly
23 available in the form of a searchable and exportable database.
24 The information collected from a landlord includes, but is not
25 limited to:

26 (1) the street address and property index number of

1 the building within which any dwelling unit is located;

2 (2) the number of dwelling units in the building, the
3 number of floors in the building, the floor number and
4 unit number or letter designation for each dwelling unit
5 that is or may be available for rent at any time, and the
6 number of bedrooms in each dwelling unit;

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

9 (4) the name, street address, email, and telephone
10 number of the landlord;

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

21 (6) the name, street address, email, associated
22 website address, if any, and telephone number of the
23 property manager, if different from the landlord; and

24 (7) the name, street address, telephone number, and
25 email of the person or entity the tenant is to contact when
26 requesting repairs be made to the tenant's dwelling unit,

1 and the contact person's business relationship to the
2 owner.

3 For purposes of this Section, a post office box or
4 commercial mail receiving service shall not be accepted as the
5 landlord's or property manager's address. The building and
6 dwelling unit being registered shall not be accepted as the
7 landlord's address, unless it is the principal place of
8 business or residence of the landlord.

9 Failure to provide required information or to pay the
10 registration fee shall be grounds for Illinois Housing
11 Development Authority to disallow registration.

12 (d) Unless otherwise provided, any person who violates
13 this Section, or provides false or misleading information to
14 the Illinois Housing Development Authority, or violates any
15 rule adopted hereunder, shall be barred and prohibited from
16 filing an eviction action or other action under the Code of
17 Civil Procedure seeking possession of any dwelling unit within
18 the building for which the false or misleading information was
19 provided, and shall be fined \$100 per dwelling unit. Each day
20 that a violation exists shall constitute a separate and
21 distinct offense. If the failure of a landlord to register a
22 dwelling unit is willful or a landlord knowingly provides
23 false information in a registration statement, then the State
24 shall, in addition to other remedies, claw back or recover any
25 financial benefit given, awarded, or credited to the landlord
26 for the 7 years preceding the landlord's act or omission.

1 Liability for a violation of this Section shall be joint and
2 several among owners. The remedies available under this
3 Section are cumulative and not exclusive.

4 (e) The Illinois Housing Development Authority shall
5 administer this Section and shall adopt rules for the
6 effective administration of this Section within 90 days of the
7 effective date of this Act. The Illinois Housing Development
8 Authority shall consult and cooperate with other pertinent
9 State departments and agencies in the implementation,
10 administration, and enforcement of the provisions of this
11 Section. The Illinois Housing Development Authority shall
12 establish and maintain the rental registry on a user-friendly,
13 publicly accessible, searchable website, and shall include, in
14 addition to the registration forms submitted by an owner,
15 records of registration violations. This website shall
16 maintain public access to these records for 10 years. The
17 Illinois Housing Development Authority shall enforce any
18 provision of this Section through an injunction or any other
19 suit, action, or proceeding at law or in equity in a court of
20 competent jurisdiction.

21 Section 25. Right to Counsel Program.

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

1 (b) The Judicial Branch shall contract with or enter a
2 memorandum of agreement with an administering entity to
3 administer the Right to Counsel Program. The administering
4 entity, within the funding available to it for the Right to
5 Counsel Program, shall fund the provision of legal
6 representation by designated organizations under this Section.
7 A designated organization may subcontract with a nonprofit or
8 community organization to provide legal representation to a
9 covered individual, and to provide tenant outreach and
10 education. A designated organization shall, at a minimum:

11 (1) have substantial expertise in housing law and
12 landlord tenant law and substantial experience furnishing
13 free legal assistance to an eligible individual;

14 (2) have a demonstrated history of serving the
15 low-income community;

16 (3) identify the geographic area in which the
17 organization provides legal representation;

18 (4) have a plan to reach and provide legal
19 representation to an income-eligible person with limited
20 English proficiency; and

21 (5) provide appropriate supervision and training.

22 (c) The administering entity may receive funds or services
23 from the State or federal government, corporations,
24 associations, or individuals to fund:

25 (1) the provision of legal representation to a covered
26 individual in a covered matter;

1 (2) the administration of the Right to Counsel Program
2 for the administering entity and designated organization;
3 and

4 (3) tenant outreach and education.

5 (d) The Judicial Branch, in consultation with the
6 administering entity and designated organization, shall
7 approve a one-page, plain language notice to inform a tenant
8 of the rights under the Right to Counsel Program. Not later
9 than one year after the effective date of this Act, the notice
10 shall be made available on the Judicial Branch's website and
11 available to the public. The notice shall include a phone
12 number for accessing information and applying for assistance.

13 On and after October 1, 2022, an owner, lessor, landlord,
14 legal representative, or agent of an owner, lessor, or
15 landlord, a housing authority, or a housing subsidy program
16 administrator, as applicable, shall attach a copy of the
17 notice described to:

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

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

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

24 (4) a notice to terminate a State or federal housing
25 subsidy.

26 Any court notice scheduling a mediation or hearing that is

1 sent to a self-represented party in a covered matter shall
2 include plain language information about the availability of
3 legal representation through the Right to Counsel Program and
4 a phone number for accessing information and applying for
5 assistance.

6 (e) The administering entity, in consultation with the
7 designated organization, shall determine how to phase in the
8 Right to Counsel Program based on all relevant factors,
9 including, but not limited to:

10 (1) the prioritization of certain groups of
11 individuals by income, zip codes, census tracts, or other
12 priority criteria developed in consultation with the
13 designated organization;

14 (2) the availability of program funding;

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

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

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

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

26 (1) the number of covered individuals provided legal

- 1 representation pursuant to this Section;
- 2 (2) the extent of legal representation provided;
- 3 (3) any outcomes achieved, such as the rates of tenant
4 representation, tenant retention of housing, or other
5 appropriate outcome measures; and
- 6 (4) the engagement and education of tenants.

7 Section 30. Small Rental Property Owner Repairs and
8 Improvement Fund.

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

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

- 23 (1) has not increased rent within the past 12 months;
- 24 (2) has registered with the Residential Rental
25 Registry;

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

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

6 (5) lacks insurance coverage for the repairs to be
7 conducted;

8 (6) has encountered unexpected repairs that
9 significantly reduce the habitability, health, or safety
10 of the dwelling; or

11 (7) meets other criteria as the Illinois Housing
12 Development Authority requires.

13 Section 35. Private enforcement.

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

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

24 (c) No landlord may terminate or threaten to terminate a
25 tenancy, refuse to renew a tenancy, increase rent, or decrease

1 services for a dwelling unit on the ground that the tenant has
2 complained to the landlord, any governmental authority,
3 community organization, or media organization of a bona fide
4 violation of this Act, or worked collectively to organize a
5 tenant association or other group to advocate for the tenant's
6 rights under this Act. Any provision in a rental agreement or
7 other agreement or understanding purporting to waive the
8 protection provided by this subsection is void and
9 unenforceable. If a landlord is found to have acted in
10 violation of this subsection, the tenant is entitled to
11 recover damages in the amount of 3 times the monthly rent
12 charged, together with the tenant's actual damages, the
13 tenant's costs, and reasonable attorney's fees. In an action
14 brought under this subsection, the tenant may also seek to
15 recover possession of the dwelling unit or terminate the
16 rental agreement.

17 Section 40. Tenant Bill of Rights.

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

21 (1) a dwelling unit in a hotel, motel, inn, bed-
22 and-breakfast establishment, rooming house, and boarding
23 house, but only until the dwelling unit has been occupied
24 by a tenant for 32 or more continuous days and the tenant
25 pays a monthly rent, exclusive of any period of wrongful

1 occupancy contrary to agreement with an owner. No landlord
2 shall bring an action to recover possession of the unit or
3 avoid renting monthly in order to avoid the application of
4 this Act. Any willful attempt to avoid application of this
5 Act by an owner may be punishable by a criminal or civil
6 action;

7 (2) a housing accommodation in any hospital, convent,
8 monastery, extended care facility, asylum or
9 not-for-profit home for the aged, temporary overnight
10 shelter, transitional shelter, dormitory owned and
11 operated by an elementary school, high school, or
12 institution of higher learning, student housing
13 accommodation wherein a housing agreement or housing
14 contract is entered into between the student and an
15 institution of higher learning or student housing wherein
16 the institution exercises control or supervision of the
17 student, or student housing owned and operated by a
18 tax-exempt organization affiliated with an institution of
19 higher learning;

20 (3) a dwelling unit that is occupied by a purchaser
21 pursuant to a real estate purchase contract prior to the
22 transfer of title to the property to the purchaser, or by a
23 seller of property pursuant to a real estate purchase
24 contract subsequent to the transfer of title from the
25 seller;

26 (4) a dwelling unit occupied by an employee of a

1 landlord whose right to occupancy is conditional upon
2 employment in or about the premises; and

3 (5) a dwelling unit in a cooperative occupied by a
4 holder of a proprietary lease.

5 (b) Identification of owner and agent.

6 (1) A landlord or any person authorized to enter into
7 an oral or written rental agreement on the landlord's
8 behalf shall disclose to the tenant in writing at or
9 before the commencement of the tenancy the name, address,
10 and telephone number of:

11 (A) the owner or person authorized to manage the
12 premises; and

13 (B) a person authorized to act for and on behalf of
14 the owner for the purpose of service of process and for
15 the purpose of receiving and receipting for notices
16 and demands.

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

20 (A) service of process and receiving and
21 receipting for notices and demands; and

22 (B) performing the obligations of the landlord
23 under this Act and under the rental agreement.

24 (3) The information required under this Section shall
25 be kept current and this Section extends to and is
26 enforceable against any successor landlord, owner, or

1 manager.

2 (4) If the landlord fails to comply with this Section,
3 the tenant may terminate the rental agreement under the
4 notice provisions of paragraph (2) of subsection (e). If
5 the landlord fails to comply with the requirements of this
6 Section after receipt of written notice under paragraph
7 (2) of subsection (e), the tenant shall recover one
8 month's rent or actual damages, whichever is greater.

9 (c) Landlord's right of access.

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

12 (A) to make a necessary or agreed repair,
13 decoration, alteration, or improvement;

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

15 (C) to conduct an inspection authorized or
16 required by any governmental agency;

17 (D) to exhibit the dwelling unit to a prospective
18 or actual purchaser, mortgagee, workman, or
19 contractor;

20 (E) to exhibit the dwelling unit to a prospective
21 tenant 60 days or less prior to the expiration of the
22 existing rental agreement;

23 (F) for practical necessity where repairs or
24 maintenance elsewhere in the building unexpectedly
25 require access;

26 (G) to determine a tenant's compliance with

1 provisions in the rental agreement; and

2 (H) in case of an emergency.

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

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

9 (A) The notice shall be provided directly to each
10 dwelling unit by mail, telephone, written notice to
11 the dwelling unit, or by other reasonable means
12 designed in good faith to provide notice to the
13 tenant.

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

18 (C) In a case where access is authorized by
19 subsection (f) or (h), the landlord may enter the
20 dwelling unit without notice or consent of the tenant.
21 The landlord shall give the tenant notice of entry
22 within 2 days after entry.

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

1 reasonable.

2 (d) The landlord shall maintain the premises in compliance
3 with all applicable provisions of the relevant law and shall
4 promptly make any and all repairs necessary to fulfill this
5 obligation.

6 (e) Tenant remedies.

7 (1) For purposes of this subsection, material
8 noncompliance with subsection (d) includes, but is not
9 limited to, the:

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

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

14 (C) failure to comply with the applicable
15 requirements for the number, width, construction,
16 location, or accessibility of exits;

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

19 (E) failure to provide smoke alarms, smoke
20 detectors, sprinkler systems, standpipe systems, fire
21 alarm systems, automatic fire detectors, or fire
22 extinguishers where required;

23 (F) failure to maintain elevators as required by
24 law;

25 (G) failure to provide or maintain in good working
26 order a flush water closet, lavatory basin, bathtub or

1 shower, or kitchen sink;

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

4 (I) failure to provide heat or hot water in such
5 amounts and at such levels and times as required by
6 law;

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

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

11 (L) failure to maintain the foundation, exterior
12 walls, or exterior roof in sound condition and repair,
13 substantially watertight, and protected against
14 rodents;

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

17 (N) failure to maintain windows, exterior doors,
18 or basement hatchways in sound condition and repair
19 and substantially tight, and to provide locks or
20 security devices as required by law, including
21 deadlatch locks, deadbolt locks, sash or ventilation
22 locks, and front door windows or peepholes;

23 (O) failure to supply screens where required by
24 law;

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

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

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

5 (S) failure to prevent the accumulation of
6 stagnant water;

7 (T) failure to exterminate insects, rodents, or
8 other pests;

9 (U) failure to supply or maintain facilities for
10 refuse disposal;

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

13 (W) failure to provide adequate light or
14 ventilation as required by law;

15 (X) failure to maintain plumbing facilities,
16 piping, fixtures, appurtenances, and appliances in
17 good operating condition and repair;

18 (Y) failure to provide or maintain electrical
19 systems, circuits, receptacles, and devices as
20 required by law;

21 (Z) failure to maintain and repair any equipment
22 which the landlord supplies or is required to supply;
23 or

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

26 (2) If there is material noncompliance by the landlord

1 with a rental agreement or with subsection (d) either of
2 which renders the premises not reasonably fit and
3 habitable, the tenant, under the rental agreement, may
4 deliver a written notice to the landlord specifying the
5 acts or omissions constituting the material noncompliance
6 and specifying that the rental agreement will terminate on
7 a date not less than 14 days after receipt of the notice by
8 the landlord, unless the material noncompliance is
9 remedied by the landlord within the period specified in
10 the notice. If the material noncompliance is not remedied
11 within the period specified in the notice, the rental
12 agreement shall terminate, and the tenant shall deliver
13 possession of the dwelling unit to the landlord within 30
14 days after the expiration of the period specified in the
15 notice. If possession is not delivered, then the tenant's
16 notice shall be deemed withdrawn and the lease shall
17 remain in full force and effect. If the rental agreement
18 is terminated, the landlord shall return all prepaid rent,
19 security deposits, and interest recoverable by the tenant
20 under subsection (f).

21 (3) If the landlord fails to deliver possession of the
22 dwelling unit to the tenant in compliance with the
23 residential rental agreement or subsection (d), rent for
24 the dwelling unit shall abate until possession is
25 delivered, and the tenant may:

26 (A) upon written notice to the landlord, terminate

1 the rental agreement, and upon termination the
2 landlord shall return all prepaid rent and security;
3 or

4 (B) demand performance of the rental agreement by
5 the landlord and, if the tenant elects, maintain an
6 action for possession of the dwelling unit against the
7 landlord or any person wrongfully in possession and
8 recover the damages sustained by the tenant. If a
9 person's failure to deliver possession is willful, an
10 aggrieved person may recover from the person
11 withholding possession an amount not more than 2
12 months' rent or twice the actual damages sustained by
13 the tenant, whichever is greater.

14 (4) If there is material noncompliance by the landlord
15 with the rental agreement or with subsection (d), and the
16 reasonable cost of compliance does not exceed the greater
17 of \$500 or one-half of the monthly rent, the tenant may
18 recover damages for the material noncompliance or may
19 notify the landlord in writing of the tenant's intention
20 to correct the condition at the landlord's expense;
21 however, this paragraph is not applicable if the
22 reasonable cost of compliance exceeds one month's rent. If
23 the landlord fails to correct the defect within 14 days
24 after being notified by the tenant in writing or as
25 promptly as conditions require in the case of an
26 emergency, the tenant may have the work done in a

1 workmanlike manner and in compliance with existing law and
2 building regulations and, after submitting to the landlord
3 a paid bill from an appropriate tradesperson or supplier,
4 deduct from the tenant's rent the amount thereof, not to
5 exceed the limits specified by this paragraph and not to
6 exceed the reasonable price then customarily charged for
7 the work. A tenant shall not repair at the landlord's
8 expense if the condition was caused by the deliberate or
9 negligent act or omission of the tenant, a member of the
10 tenant's family, or other person on the premises with the
11 tenant's consent.

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

24 (B) For purposes of mechanics' lien laws, repairs
25 performed or materials furnished under this paragraph
26 shall not be construed as having been performed or

1 furnished pursuant to the authority of or with
2 permission of the landlord.

3 (5) If there is material noncompliance by the landlord
4 with the rental agreement or with subsection (d), the
5 tenant may notify the landlord in writing of the tenant's
6 intention to withhold from the monthly rent an amount
7 which reasonably reflects the reduced value of the
8 premises due to the material noncompliance. If the
9 landlord fails to correct the condition within 14 days
10 after being notified by the tenant in writing, the tenant
11 may, during the time the failure continues, deduct from
12 the rent the stated amount. A tenant shall not withhold
13 rent under this paragraph if the condition was caused by
14 the deliberate or negligent act or omission of the tenant,
15 a member of the tenant's family, or other person on the
16 premises with the tenant's consent.

17 (6) If there is material noncompliance by the landlord
18 with the rental agreement or with subsection (d), the
19 tenant may obtain injunctive relief or recover damages by
20 claim or defense. This paragraph does not preclude the
21 tenant from obtaining other relief to which the tenant may
22 be entitled under this Act.

23 (7) If there is material noncompliance by the landlord
24 with the rental agreement or with subsection (d), either
25 of which constitutes an immediate danger to the health and
26 safety of the tenant or, if, contrary to the rental

1 agreement or subsection (d), the landlord fails to supply
2 heat, running water, hot water, electricity, gas, or
3 plumbing, the tenant may give written notice to the
4 landlord specifying the material noncompliance or failure.
5 If the landlord has, pursuant to this paragraph or in the
6 rental agreement, informed the tenant of an address at
7 which a notice to the landlord is to be received, the
8 tenant shall mail or deliver the written notice required
9 in this paragraph to that address. If the landlord has not
10 informed the tenant of an address at which a notice to the
11 landlord is to be received, the written notice required in
12 this paragraph shall be delivered by mail to the last
13 known address of the landlord or by other reasonable means
14 designed in good faith to provide written notice to the
15 landlord. After the notice is delivered, the tenant may,
16 during the period of the landlord's noncompliance or
17 failure:

18 (A) procure reasonable amounts of heat, running
19 water, hot water, electricity, gas, or plumbing
20 service, as the case may be and upon presentation to
21 the landlord of paid receipts deduct the cost from the
22 rent;

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

25 (C) procure substitute housing, in which case the
26 tenant is excused from paying rent for the period of

1 the landlord's noncompliance. The tenant may recover
2 the cost of the reasonable value of the substitute
3 housing up to an amount equal to the monthly rent for
4 each month or portion thereof of noncompliance as
5 prorated;

6 (D) withhold from the monthly rent an amount that
7 reasonably reflects the reduced value of the premises
8 due to the material noncompliance or failure if the
9 landlord fails to correct the condition within 24
10 hours after being notified by the tenant; however, no
11 rent shall be withheld if the failure is due to the
12 inability of the utility provider to provide service;
13 or

14 (E) terminate the rental agreement by written
15 notice to the landlord if the material noncompliance
16 or failure persists for more than 72 hours after the
17 tenant has notified the landlord of the material
18 noncompliance or failure; however, no termination
19 shall be allowed if the failure is due to the inability
20 of the utility provider to provide service. If the
21 rental agreement is terminated, the landlord shall
22 return all prepaid rent, security deposits, and
23 interest thereon in accordance with subsection (f),
24 and tenant shall deliver possession of the dwelling
25 unit to the landlord within 30 days after the
26 expiration of the 72-hour period specified in the

1 notice. If possession is not delivered, then the
2 tenant's notice shall be deemed withdrawn and the
3 lease shall remain in full force and effect.

4 If the tenant proceeds under this paragraph, the
5 tenant may not proceed under subsection (4) or (5). The
6 tenant may not exercise the tenant's rights under this
7 paragraph if the condition was caused by the deliberate or
8 negligent act or omission of the tenant, a member of the
9 tenant's family, or other person on the premises with the
10 tenant's consent. Before correcting a condition, the
11 repair of which will affect more than the tenant's own
12 dwelling unit, the tenant shall notify all other tenants
13 affected and shall cause the work to be done so as to
14 result in the least practical inconvenience to other
15 tenants.

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

20 (A) immediately vacate the premises and notify the
21 landlord in writing within 14 days thereafter of the
22 tenant's intention to terminate the rental agreement,
23 in which case the rental agreement terminates as of
24 the date of the fire or casualty;

25 (B) if continued occupancy is lawful, vacate any
26 part of the dwelling unit rendered unusable by the

1 fire or casualty, in which case the tenant's liability
2 for rent is reduced in proportion to the reduction in
3 the fair rental value of the dwelling unit; or

4 (C) if the tenant desires to continue the tenancy,
5 and if the landlord has promised or begun work to
6 repair the damage or destruction but fails to carry
7 out the work to restore the dwelling unit or common
8 area diligently and within a reasonable time, notify
9 the landlord in writing within 14 days after the
10 tenant becomes aware that the work is not being
11 carried out diligently or within a reasonable time of
12 the tenant's intention to terminate the rental
13 agreement, in which case the rental agreement
14 terminates as of the date of the fire or casualty.

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

25 (f) Security deposits.

26 (1) A landlord shall hold all security deposits

1 received by the landlord in a federally insured
2 interest-bearing account in a bank, savings and loan
3 association, or other financial institution located in the
4 State. A security deposit and interest due thereon shall
5 continue to be the property of the tenant making the
6 deposit, shall not be commingled with the assets of the
7 landlord, and shall not be subject to the claims of any
8 creditor of the landlord or of the landlord's successors
9 in interest, including a foreclosing mortgagee or trustee
10 in bankruptcy.

11 (2) Notwithstanding paragraph (1), a landlord may
12 accept the payment of the first month's rent and security
13 deposit in one check or one electronic funds transfer, and
14 deposit the check or electronic funds transfer into one
15 account, if within 5 business days of the acceptance of
16 the check or electronic transfer, the landlord transfers
17 the amount of the security deposit into a separate account
18 that complies with paragraph (1).

19 (3) The name and address of the financial institution
20 where the security deposit will be deposited shall be
21 clearly and conspicuously disclosed in the written rental
22 agreement signed by the tenant. If no written rental
23 agreement is provided, the landlord shall, within 14 days
24 of receipt of the security deposit, notify the tenant in
25 writing of the name and address of the financial
26 institution where the security deposit was deposited.

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

6 (5) Notwithstanding paragraph (1) of subsection (a), a
7 landlord shall not be considered to be commingling the
8 security deposits with the landlord's assets if there is
9 excess interest in the account in which the security
10 deposits are deposited. As used in this paragraph, "excess
11 interest" means the amount of money in excess of the total
12 amount of security deposits deposited into the account
13 plus any interest due thereon.

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

26 (7) Upon payment of the security deposit by means of

1 an electronic funds transfer, the landlord shall give the
2 tenant a receipt that complies with paragraph (6) or an
3 electronic receipt that acknowledges the receipt of the
4 security deposit. The electronic receipt shall set forth
5 the date of the receipt of the security deposit, the
6 amount of the deposit, a description of the dwelling unit,
7 and an electronic or digital signature of the person
8 receiving the deposit.

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

16 (9) The landlord shall, within 45 days after the date
17 that the tenant vacates the dwelling unit or within 7 days
18 after the date that the tenant provides notice of
19 termination of the rental agreement pursuant to paragraph
20 (5) of subsection (e), return to the tenant the security
21 deposit or any balance thereof and the required interest
22 thereon; however, the landlord, or successor landlord, may
23 deduct from the security deposit or interest due thereon
24 for:

25 (A) any unpaid rent which has not been validly
26 withheld or deducted pursuant to State or federal law

1 or local ordinance; and

2 (B) a reasonable amount necessary to repair any
3 damage caused to the premises by the tenant or any
4 person under the tenant's control or on the premises
5 with the tenant's consent, reasonable wear and tear
6 excluded. In case of such damage, the landlord shall
7 deliver or mail to the last known address of the tenant
8 within 30 days an itemized statement of the damages
9 allegedly caused to the premises and the estimated or
10 actual cost for repairing or replacing each item on
11 that statement, attaching copies of the paid receipts
12 for the repair or replacement. If an estimated cost is
13 given, the landlord shall furnish the tenant with
14 copies of paid receipts or a certification of actual
15 costs of repairs of damage if the work was performed by
16 the landlord's employees within 30 days from the date
17 the statement showing estimated cost was furnished to
18 the tenant.

19 (10) If there is a sale, lease, transfer of ownership
20 or control, or other direct or indirect disposition of
21 residential real property by a landlord who has received a
22 security deposit or prepaid rent from a tenant, the
23 successor landlord of the property shall be liable to that
24 tenant for any security deposit, including statutory
25 interest, or prepaid rent which the tenant has paid to the
26 transferor.

1 (11) The successor landlord shall, within 14 days from
2 the date of the transfer, notify the tenant who made the
3 security deposit by delivering or mailing to the tenant's
4 last known address that the security deposit was
5 transferred to the successor landlord and that the
6 successor landlord is holding the security deposit. The
7 notice shall contain the successor landlord's name,
8 business address, and business telephone number of the
9 successor landlord's agent, if any. The notice shall be in
10 writing.

11 (12) The transferor shall remain jointly and severally
12 liable with the successor landlord to the tenant for the
13 security deposit or prepaid rent, unless and until the
14 transferor transfers the security deposit or prepaid rent
15 to the successor landlord and provides notice, in writing,
16 to the tenant of the transfer of the security deposit or
17 prepaid rent, specifying the name, business address and
18 business telephone number of the successor landlord or the
19 successor landlord's agent within 10 days of the transfer.

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

1 (14) If a landlord pays the interest on a security
2 deposit or prepaid rent within the 30-day period provided
3 for in paragraph (8), or within the 45-day period provided
4 for in paragraph (9), whichever is applicable, but the
5 amount of interest is deficient, the landlord shall not be
6 liable for damages under paragraph (13) unless:

7 (A) the tenant gives written notice to the
8 landlord that the amount of the interest returned was
9 deficient; and

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

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

14 (ii) provide to the tenant a written response
15 which sets forth an explanation of how the
16 interest paid was calculated.

17 (15) If the tenant disagrees with the calculation of
18 the interest, as set forth in the written response, the
19 tenant may bring a cause of action in a court of competent
20 jurisdiction challenging the correctness of the written
21 response. If the court determines that the interest
22 calculation was not accurate, the tenant shall be awarded
23 damages in an amount equal to 2 times the security deposit
24 plus interest.

25 (g) Tenants' notification of foreclosure action.

26 (1) Within 7 days of being served a foreclosure

1 complaint, as defined in Section 15-1504 of the Code of
2 Civil Procedure, an owner or landlord of premises that are
3 the subject of the foreclosure complaint shall disclose,
4 in writing, to all tenants of the premises that a
5 foreclosure action has been filed against the owner or
6 landlord. An owner or landlord shall also disclose, in
7 writing, the notice of foreclosure to any other third
8 party who has a consistent pattern and practice of paying
9 rent to the owner or landlord on behalf of a tenant.

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

24 (3) If the owner or landlord fails to comply with this
25 subsection, the tenant may terminate the rental agreement
26 by written notice. The written notice shall specify the

1 date of termination no later than 30 days from the date of
2 the written notice. In addition, if a tenant in a civil
3 legal proceeding against an owner or landlord establishes
4 that a violation of this subsection has occurred, the
5 tenant shall be entitled to recover \$200 in damages, in
6 addition to any other damages or remedies to which the
7 tenant may also be entitled.

8 (h) It is declared to be against public policy of the State
9 for a landlord to take retaliatory action against a tenant,
10 except for violation of a rental agreement or violation of a
11 law or ordinance. A landlord may not knowingly terminate a
12 tenancy, increase rent, decrease services, bring or threaten
13 to bring a lawsuit against a tenant for possession, or refuse
14 to renew a lease or tenancy because the tenant has, in good
15 faith:

16 (1) complained of a violation applicable to the
17 premises to a competent governmental agency, elected
18 representative, or public official charged with the
19 responsibility for enforcement of a building, housing,
20 health, or similar requirement;

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

24 (3) sought the assistance of a community organization
25 or the news media to remedy a violation or illegal
26 landlord practice;

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

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

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

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

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

25 Section 50. Prohibition of waiver. The provisions of this

1 Act may not be waived, and any term of any rental agreement,
2 contract, or other agreement that purports to waive or limit a
3 tenant's substantive or procedural rights under this Act is
4 contrary to public policy, void, and unenforceable.

5 Section 55. Cumulative rights, obligations, and remedies.
6 The rights, obligations, and remedies set forth in this Act
7 shall be cumulative and in addition to any others available at
8 law or in equity.

9 Section 900. The State Finance Act is amended by adding
10 Section 5.990 as follows:

11 (30 ILCS 105/5.990 new)

12 Sec. 5.990. The Small Rental Property Owner Repairs and
13 Improvement Fund.

14 Section 905. The Illinois Income Tax Act is amended by
15 adding Section 234 as follows:

16 (35 ILCS 5/234 new)

17 Sec. 234. Rental property capital improvement credit.

18 (a) For taxable years beginning after this amendatory Act
19 of the 103rd General Assembly, there shall be allowed a tax
20 credit against the tax imposed by subsections (a) and (b) of
21 Section 201 equal to 3% of the real property taxes paid by a

1 qualified taxpayer for each dwelling that the qualified
2 taxpayer owns and that contains at least one dwelling unit
3 registered with the residential rental registry. To be
4 qualified to claim this credit, the taxpayer must own no more
5 than 12 dwelling units, and not charge rents that exceed the
6 applicable median area rent.

7 (b) For taxable years beginning after this amendatory Act
8 of the 103rd General Assembly, there shall be allowed a tax
9 credit against the tax imposed by subsections (a) and (b) of
10 Section 201 in an amount equal to the amount of capital
11 improvements to a dwelling that a taxpayer owns and that
12 contains at least one dwelling unit registered with the
13 residential rental registry. The credit allowed under this
14 subsection in no case may exceed 25% of the real property taxes
15 paid by the taxpayer for the dwelling for which improvements
16 are claimed.

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

19 (d) To obtain a tax credit or tax credits pursuant to this
20 Section, the taxpayer must apply with the Department of
21 Commerce and Economic Opportunity. The Department of Commerce
22 and Economic Opportunity shall determine the amount of
23 eligible amounts under subsection (a) or capital improvements
24 under subsection (b). Upon approval of a tax credit, the
25 Department of Commerce and Economic Opportunity shall issue a
26 certificate in the amount of the eligible credits. The

1 taxpayer must attach the certificate to the tax return on
2 which the credits are to be claimed. The Department of
3 Commerce and Economic Opportunity may adopt rules to implement
4 this Section.

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

7 (f) As used in this Section:

8 "Capital improvements" means capital improvements
9 allowed under Section 263 of the Internal Revenue Code, as
10 codified at Title 26 of the U.S. Code.

11 "Dwelling", "dwelling unit", and "median area rent",
12 have the meanings given to those terms in the Keep
13 Illinois Home Act.

14 "Residential rental registry" means the registry
15 created under Section 20 of the Keep Illinois Home Act.

16 Section 910. The Rent Control Preemption Act is amended by
17 changing Sections 5, 6, and 10 as follows:

18 (50 ILCS 825/5)

19 Sec. 5. Rent control prohibited; exceptions.

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

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

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

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

8 (50 ILCS 825/6 new)

9 Sec. 6. Rent control regulation.

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

1 residential or commercial property?". The referendum shall be
2 submitted to the voters of the unit of local government at the
3 next election at which such referendum may be voted upon.

4 (b) Legal voters of a district, precinct, ward, or other
5 similar subdivision of a unit of local government may, by
6 petition, propose a referendum to determine whether the unit
7 of local government shall no longer be prohibited from
8 enacting, maintaining, or enforcing an ordinance or resolution
9 that would have the effect of controlling the amount of rent
10 charged for leasing private residential or commercial property
11 within that district, precinct, ward, or similar subdivision.
12 Such a petition shall, at least 104 days before an election, be
13 filed in the office of the clerk of such unit of local
14 government and contain the signatures of not less than 16% of
15 the legal voters registered with the board of election
16 commissioners or county clerk, as the case may be, from the
17 district, precinct, ward, or similar subdivision. The
18 referendum shall substantially be in the following form:
19 "Shall (unit of local government) be permitted to enact,
20 maintain, or enforce an ordinance or resolution that would
21 have the effect of controlling the amount of rent charged for
22 leasing private residential or commercial property within
23 (district, precinct, ward, or other similar subdivision)?".
24 The referendum shall be submitted to the voters of the
25 district, precinct, ward, or other similar subdivision of the
26 unit of local government at the next election at which such

1 referendum may be voted upon.

2 (c) The referendum shall be submitted to the voters under
3 subsection (a) or (b) when the petition has been filed in
4 proper form with the clerk. If more than one set of petitions
5 are presented to the clerk for submission at the same
6 election, the petition presented first shall be given
7 preference; however, the clerk shall provisionally accept any
8 other set of petitions set forth the same (or substantially
9 the same) referendum. If the first set of petitions for a
10 referendum is found to be in proper form and is not found to be
11 invalid, it shall be accepted by the clerk and all
12 provisionally accepted sets of petitions setting for the same
13 (or substantially the same) referendum shall be rejected by
14 the clerk. If the first set of petitions for a referendum is
15 found not to be in proper form or is found to be invalid, the
16 clerk shall (i) reject the first set of petitions, (ii) accept
17 the first provisionally accepted set of petitions that is in
18 proper form and is not found to be invalid, and (iii) reject
19 all other provisionally accepted sets of petitions setting
20 forth the same (or substantially the same) referendum. Notice
21 of the filing of the petition and the result of the election
22 shall be given to the Secretary of State. A return of the
23 result of the election shall be made to the clerk of the unit
24 of local government. If a majority of voters voting upon such
25 referendum vote "YES", the unit of local government shall be
26 exempt from subsection (a) of Section 5 either for the entire

1 unit or for the district, precinct, ward, or similar
2 subdivision stated in the referendum.

3 (d) If a unit of local government chooses to adopt an
4 ordinance or resolution, or enforce an existing ordinance,
5 under this Section that would have the effect of controlling
6 the amount of rent charged for leasing private residential or
7 commercial property, it may also take measures to address the
8 economic impact of such ordinance or resolution upon
9 owner-occupied residential properties of 6 or fewer units.

10 (50 ILCS 825/10)

11 Sec. 10. Home rule preemption. A home rule unit may not
12 regulate or control the amount of rent charged for leasing
13 private residential or commercial property in a manner
14 inconsistent with this Act. This Section is a denial and
15 limitation of home rule powers and functions under subsection
16 (i) ~~(g)~~ of Section 6 of Article VII of the Illinois
17 Constitution.

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

19 Section 915. The Code of Civil Procedure is amended by
20 adding Sections 9-205.5, 9-207.1, 9-209, 9-210, and 9-211 as
21 follows:

22 (735 ILCS 5/9-205.5 new)

23 Sec. 9-205.5. Refusal to renew. In all tenancies or leases

1 for a term of one year or more, after the lease expires, the
2 lessee refuses to renew or extend the rental agreement within
3 14 days after receiving written notice requesting that the
4 lessee renew the tenancy on substantially similar terms as
5 existed under the prior lease, the lessee's tenancy shall
6 terminate not fewer than 30 days after such 14-day decision
7 period expires. To provide the lessor the right to terminate
8 the tenancy under this Section, the written notice must
9 include substantially the following language: "You must notify
10 your landlord of your decision to continue or renew your
11 tenancy within 14 days of the date of this notice. If you do
12 not continue or renew your lease, then your tenancy at the
13 premises now occupied by you, being, etc. (describe the
14 premises), shall terminate 30 days after this date (dated at
15 least 14 days after the date of the notice). If you choose not
16 to renew or continue your lease, nothing in this notice shall
17 affect your obligation to pay rent through (insert date on
18 which the tenancy shall be terminated if the lessee does not
19 elect to renew or continue the lease).".

20 (735 ILCS 5/9-207.1 new)

21 Sec. 9-207.1. Termination of a tenancy for other good
22 cause.

23 (a) Occupation by landlord or qualified relative. The
24 lessor may seek in good faith to recover possession of the
25 premises so that the lessor or the lessor's spouse, domestic

1 partner, child, parent, grandparent, sibling, or grandchild
2 may occupy the premises as that person's principal residence
3 for a period of no fewer than 24 continuous months. The lessor
4 or such qualified relative must move into the premises within
5 3 months after the original lessee vacates the unit. The
6 lessor must provide the lessee with written notice of no fewer
7 than 120 days that the lessor intends to occupy the premises
8 before the lessor may terminate the lease. Such notice shall
9 be dated and shall identify the date, at least 120 days after
10 the notice is served, on which the lessee's tenancy is
11 terminated. Such notice shall also state that the lessee is
12 entitled to relocation assistance in the amount of \$3,000 or
13 3-months' rent, whichever is greater, payable within 14 days
14 before the termination of the lessee's tenancy.

15 (1) If the lessor recovers possession under this
16 subsection, and continuous occupancy by the lessor or the
17 lessor's qualified relative is for fewer than 24 months,
18 the lessor shall be presumed to be in violation of this
19 subsection and liable to the original lessee for twice the
20 relocation assistance due to such tenant prior to

21 (2) If the lessor recovers possession under this
22 subsection, but the lessor or the lessor's qualified
23 relative fails to occupy the premises within 3 months of
24 the expiration of the notice period, the lessor shall be
25 presumed to be in violation of this subsection and liable
26 to the original lessee for twice the relocation assistance

1 due to such tenant prior to such tenant's move from the
2 premises.

3 (3) The lessor may not recover possession of the
4 premises under this subsection if the lessee notified the
5 lessor, prior to the lessor's recovery of the premises,
6 that the lessee (A) has a disability, as that term is
7 defined under the Americans with Disabilities Act (Section
8 12102(1) of Title 42 of the U.S. Code) or (B) is suffering
9 from a life-threatening illness as certified by the
10 lessee's treating physician.

11 (4) If a substantially equivalent replacement dwelling
12 unit is vacant and available, that unit may be made
13 available to the original lessee at a substantially
14 similar rental rate as the lessee's current lease. The
15 lessee may reject this substitute unit without prejudice
16 to the lessee's rights to notice and relocation assistance
17 under this subsection.

18 (b) Significant repairs. If the lessor in good faith seeks
19 to recover possession of the premises:

20 (1) In order to comply with a court or government
21 agency's order to vacate, order to comply, order to abate,
22 or any other order that necessitates the vacating of the
23 dwelling unit as a result of a violation of the Housing or
24 Building Code or other provision of law. The landlord
25 shall promptly provide the tenant with a notice of vacate
26 within the time mandated by the court or government

1 agency, and include a copy of the order; or

2 (2) If the lessor offers the lessee a substantially
3 equivalent replacement unit that is vacant and available
4 and offered at a substantially similar rental rate as the
5 original premises, the lessee may reject the lessor's
6 offer of such replacement unit without prejudicing the
7 lessee's right to relocation assistance. Such notice shall
8 also state that the lessee is entitled to relocation
9 assistance in the amount of \$3,000 or 3-months' rent,
10 whichever is greater, payable within 14 days before the
11 termination of the lessee's tenancy. If the lessee
12 prevails on a claim that the lessor did not act in good
13 faith in seeking to recover possession under this
14 subsection, the lessor shall be liable for twice the
15 relocation assistance that would be due to the lessee has
16 the lessor acted in compliance with the requirements of
17 this subsection, together with the lessee's reasonable
18 attorney's fees and costs.

19 (c) Demolition or removal. If the lessor in good faith
20 intends to recover possession of the premises to demolish or
21 permanently remove the premises from residential use, the
22 lessor must provide the lessee with no less than 90 days'
23 written notice of such intent before the lessor may terminate
24 the lease. Such notice shall be dated and shall identify the
25 date, at least 120 days after the notice is served, on which
26 the lessee's tenancy is terminated. Such notice shall also

1 state that the lessee is entitled to relocation assistance in
2 the amount of \$3,000 or 3-months' rent, whichever is greater,
3 payable within 14 days before the termination of the lessee's
4 tenancy. If the lessee prevails on a claim that the lessor did
5 not act in good faith in seeking to recover possession under
6 this subsection, the lessor shall be liable for twice the
7 relocation assistance that would be due to the lessee has the
8 lessor acted in compliance with the requirements of this
9 subsection, together with the lessee's reasonable attorney's
10 fees and costs.

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

22 (e) A landlord of a building of 12 units or fewer who pays
23 a relocation assistance fee pursuant to subsection (a), (b),
24 or (c) may apply to the Illinois Housing Development Authority
25 for reimbursement of up to one-half of the amount paid to the
26 tenant, upon proper documentation of payment, as determined by

1 the Authority. To be eligible to receive reimbursement, the
2 owner must not charge rents that exceed the applicable median
3 area rent, as that term is defined in Section 15 of the Keep
4 Illinois Home Act.

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

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

20 Notice made pursuant to this Section shall, as hereinafter
21 stated, not be invalidated by payments of past due rent
22 demanded in the notice, when the payments do not, at the end of
23 the notice period, total the amount demanded in the notice.
24 The landlord may, however, agree in writing to continue the
25 lease in exchange for receiving partial payment. To prevent

1 invalidation, the notice must prominently state:

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

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

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

13 (735 ILCS 5/9-210) (from Ch. 110, par. 9-210)

14 Sec. 9-210. Notice to quit. When default is made in any of
15 the material terms of a lease that results in a significant
16 disturbance of the peaceful enjoyment of the property;
17 significant damage to the property caused willfully or
18 negligently; use of any part of the property for criminal
19 activity that significantly threatens health, safety, or
20 peaceful enjoyment of the property, or has a significant
21 adverse effect on the management of the property; or wrongful
22 denial of access to the premises on 3 or more occasions in a
23 12-month period to persons authorized by the lessor to enter
24 the premises, provided the legal requirements for such entries
25 were observed, it is not necessary to give more than 10 days'

1 notice to quit, or of the termination of such tenancy, and the
2 same may be terminated on giving such notice to quit at any
3 time after such default in any of the material terms of such
4 lease, provided that such notice instructs how the alleged
5 default may be cured before the end of the notice period and
6 allows the lessee to meet to discuss the alleged default with
7 the lessor or the lessor's agent that affords the lessee with a
8 meaningful opportunity to remedy the alleged default. Such
9 notice may be substantially in the following form:

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

22 The notice is to be signed by the lessor or his or her
23 agent, and no other notice or demand of possession or
24 termination of such tenancy is necessary, provided that the
25 lessee has not timely cured the alleged default.

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

1 (735 ILCS 5/9-211) (from Ch. 110, par. 9-211)

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

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

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

20 (735 ILCS 5/9-207 rep.)

21 Section 920. The Code of Civil Procedure is amended by
22 repealing Section 9-207.

23 Section 925. The Condominium Property Act is amended by

1 changing Section 30 as follows:

2 (765 ILCS 605/30) (from Ch. 30, par. 330)

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

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

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

1 liable to the tenant for the following:

2 (A) the tenant's actual moving expenses incurred
3 when moving from the subject property, not to exceed
4 \$1,500;

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

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

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

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

26 (d) Each lessee in a conversion condominium shall be

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

25 (e) For a period of 120 days following his receipt of the
26 notice of intent, any tenant who was a tenant on the date the

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

1 (f) During the 30-day period after the giving of notice of
2 an executed contract in which the tenant may exercise the
3 right of first refusal, the developer shall grant to such
4 tenant access to any portion of the building to inspect any of
5 its features or systems and access to any reports, warranties,
6 or other documents in the possession of the developer which
7 reasonably pertain to the condition of the building. Such
8 access shall be subject to reasonable limitations, including
9 as to hours. The refusal of the developer to grant such access
10 is a business offense punishable by a fine of \$500. Each
11 refusal to an individual lessee who is a potential purchaser
12 is a separate violation.

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

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

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

1 against public policy.

2 (j) A tenant is entitled to injunctive relief to enforce
3 the provisions of subsections (a) and (c) of this Section.

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

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

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

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

15 (765 ILCS 720/Act rep.)

16 Section 930. The Retaliatory Eviction Act is repealed.

17 Section 999. Effective date. This Act takes effect upon
18 becoming law.

1	INDEX	
2	Statutes amended in order of appearance	
3	New Act	
4	30 ILCS 105/5.990 new	
5	35 ILCS 5/234 new	
6	50 ILCS 825/5	
7	50 ILCS 825/6 new	
8	50 ILCS 825/10	
9	735 ILCS 5/9-205.5 new	
10	735 ILCS 5/9-207.1 new	
11	735 ILCS 5/9-209	from Ch. 110, par. 9-209
12	735 ILCS 5/9-210	from Ch. 110, par. 9-210
13	735 ILCS 5/9-211	from Ch. 110, par. 9-211
14	735 ILCS 5/9-207 rep.	
15	765 ILCS 605/30	from Ch. 30, par. 330
16	765 ILCS 720/Act rep.	