



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

HB5165

Introduced 2/9/2024, by Rep. Kevin John Olickal

SYNOPSIS AS INTRODUCED:

735 ILCS 5/9-205	from Ch. 110, par. 9-205
735 ILCS 5/9-207	from Ch. 110, par. 9-207
735 ILCS 5/9-213	from Ch. 110, par. 9-213
765 ILCS 705/25 new	
765 ILCS 705/30 new	

Amends the Code of Civil Procedure. Changes the notice requirements in the Eviction Article for terminating tenancy. Deletes the current requirement that a notice to terminate tenancy from year to year may be given at any time within the last 4 months preceding the last 60 days of the year. Deletes the provisions that the tenant is required to surrender possession and no notice to quit or demand of possession is necessary if the tenancy is for a certain period and the term expires by the terms of the lease. Creates requirements for notice of termination of a residential lease. For any residential tenancy of less than 6 months, the landlord shall notify the tenant in writing at least 30 days before the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement, or increase the rental rate. Provides that, if the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for up to 60 days after the date on which written notice is given to the tenant. Provides that during this occupancy, the terms and conditions of the tenancy remain the same unless rent was waived or abated in the preceding month or months as part of the original rental agreement; if so, the rental amount during this 60-day period shall be at the rate established on the last date that a full rent payment was made. Makes similar changes to a tenancy of longer duration. Provides that the changes for notice of termination of a residential lease do not apply to any existing rental agreement that expires less than 90 days after the effective date of the amendatory Act. Amends the Landlord and Tenant Act. Provides that a tenant of a residential property may not be charged a nonrefundable fee as a condition for lawfully possessing a rental property. Requires a landlord of residential property to provide electronic or wire transfer as an option to a tenant for the return of the tenant's security deposit or the portion of the security deposit to which the tenant is entitled.

LRB103 37693 JRC 67820 b

1 AN ACT concerning civil law.

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

4 Section 5. The Code of Civil Procedure is amended by
5 changing Sections 9-205, 9-207, and 9-213 as follows:

6 (735 ILCS 5/9-205) (from Ch. 110, par. 9-205)

7 Sec. 9-205. Notice to terminate tenancy from year to year.
8 Except as provided in Sections ~~Section~~ 9-206, ~~and Section~~
9 9-207.5, and 9-213 of this Act, in all cases of tenancy from
10 year to year, 60 days' notice, in writing, shall be sufficient
11 to terminate the tenancy at the end of the year. ~~The notice may~~
12 ~~be given at any time within 4 months preceding the last 60 days~~
13 ~~of the year.~~

14 (Source: P.A. 98-514, eff. 11-19-13.)

15 (735 ILCS 5/9-207) (from Ch. 110, par. 9-207)

16 Sec. 9-207. Notice to terminate tenancy for less than a
17 year.

18 (a) Except as provided in Section 9-207.5 and Section
19 9-213 of this Code, in all cases of tenancy from week to week,
20 where the tenant holds over without special agreement, the
21 landlord may terminate the tenancy by 7 days' notice, in
22 writing, and may maintain an action for eviction or ejection.

1 (b) Except as provided in Section 9-207.5 and Section
2 9-213 of this Code, in all cases of tenancy for any term less
3 than one year, other than tenancy from week to week, where the
4 tenant holds over without special agreement, the landlord may
5 terminate the tenancy by 30 days' notice, in writing, and may
6 maintain an action for eviction or ejectment.

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

8 (735 ILCS 5/9-213) (from Ch. 110, par. 9-213)

9 Sec. 9-213. Expiration of term notice or refusal to renew
10 required. The following notice requirements shall apply:

11 (a) For any residential tenancy of less than 6 months, the
12 landlord shall notify the tenant in writing at least 30 days
13 before the stated termination date of the rental agreement of
14 the landlord's intent to terminate a periodic tenancy, not
15 renew a fixed-term rental agreement, or increase the rental
16 rate. If the landlord fails to give the required written
17 notice, the tenant may remain in the dwelling unit for up to 60
18 days after the date on which written notice is given to the
19 tenant, regardless of the termination date specified in the
20 notice or in an existing rental agreement. During such
21 occupancy, the terms and conditions of the tenancy shall be
22 the same as the terms and conditions during the month of
23 tenancy immediately preceding the notice; provided, however,
24 that if rent was waived or abated in the preceding month or
25 months as part of the original rental agreement, the rental

1 amount during such 60-day period shall be at the rate
2 established on the last date that a full rent payment was made.

3 (b) For any residential tenancy of 6 months to 3 years, the
4 landlord shall notify the tenant in writing at least 60 days
5 before the stated termination date of the rental agreement of
6 the landlord's intent to terminate a periodic tenancy, not
7 renew a fixed-term rental agreement, or increase the rental
8 rate. If the landlord fails to give the required written
9 notice, the tenant may remain in the dwelling unit for up to 90
10 days after the date on which written notice is given to the
11 tenant, regardless of the termination date specified in the
12 notice or in an existing rental agreement. During such
13 occupancy, the terms and conditions of the tenancy shall be
14 the same as the terms and conditions during the month of
15 tenancy immediately preceding the notice; provided, however,
16 that if rent was waived or abated in the preceding month or
17 months as part of the original rental agreement, the rental
18 amount during such 90-day period shall be at the rate
19 established on the last date that a full rent payment was made.

20 (c) For any residential tenancy greater than 3 years, the
21 landlord shall notify the tenant in writing at least 120 days
22 before the stated termination date of the rental agreement of
23 the landlord's intent to terminate a periodic tenancy, not
24 renew a fixed-term rental agreement or increase the rental
25 rate. If the landlord fails to give the required written
26 notice, the tenant may remain in the dwelling unit for up to

1 120 days after the date on which written notice is given to the
2 tenant, regardless of the termination date specified in the
3 notice or in an existing rental agreement. During such
4 occupancy, the terms and conditions of the tenancy shall be
5 the same as the terms and conditions during the month of
6 tenancy immediately preceding the notice; provided, however,
7 that if rent was waived or abated in the preceding month or
8 months as part of the original rental agreement, the rental
9 amount during such 120-day period shall be at the rate
10 established on the last date that a full rent payment was made.

11 (d) This Section shall not apply to any existing rental
12 agreement that expires less than 90 days after the effective
13 date of this amendatory Act of the 103rd General Assembly ~~When~~
14 ~~the tenancy is for a certain period, and the term expires by~~
15 ~~the terms of the lease, the tenant is then bound to surrender~~
16 ~~possession, and no notice to quit or demand of possession is~~
17 ~~necessary.~~

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

19 Section 10. The Landlord and Tenant Act is amended by
20 adding Sections 25 and 30 as follows:

21 (765 ILCS 705/25 new)

22 Sec. 25. Nonrefundable move-in fees prohibited. No tenant
23 of a residential property may be charged a nonrefundable fee
24 as a condition for lawfully possessing a rental property.

1 (765 ILCS 705/30 new)

2 Sec. 30. Electronic transfer of security deposit. A
3 landlord of any residential property must provide electronic
4 or wire transfer as an option to a tenant for the return of the
5 tenant's security deposit or the portion of the security
6 deposit to which the tenant is entitled.