



93RD GENERAL ASSEMBLY

State of Illinois

2003 and 2004

HB4388

Introduced 02/03/04, by Larry McKeon

SYNOPSIS AS INTRODUCED:

New Act

Creates the Residential Landlord-Tenant Act. Applies to residential tenancies. Contains provisions regarding: creation of tenancies; rights and responsibilities of landlords and tenants; the rights of tenants to organize; changes in the terms of tenancies; termination of tenancies; security deposits; and other matters.

LRB093 18223 LCB 43918 b

A BILL FOR

1 AN ACT concerning residential tenancies.

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

4 ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

5 Section 1-1. Short title. This Act may be cited as the
6 Residential Landlord-Tenant Act.

7 Section 1-5. Application. This Act applies to, regulates,
8 and determines rights, obligations, and remedies under a
9 residential lease, wherever made, for a dwelling place located
10 within this State.

11 Section 1-10. Exclusions. Unless created to avoid the
12 application of this Act, the following arrangements are not
13 governed by this Act:

14 (1) occupancy in an emergency and transitional shelter that
15 provides no more than 120 days of housing without rent being
16 paid;

17 (2) occupancy of less than 30 consecutive days in a hotel
18 subject to the Hotel Operators' Occupation Tax Act;

19 (3) residence at an institution if that residence is
20 incidental to the provision of medical, geriatric,
21 educational, counseling, religious, or similar services;

22 (4) occupancy under a contract for sale of a dwelling unit
23 or the property of which it is a part, if the occupant is the
24 purchaser or the person who succeeds to the purchaser's
25 interest;

26 (5) occupancy by an owner of a condominium unit or a holder
27 of a proprietary lease in a cooperative; and

28 (6) residential relationships governed by the Mobile Home
29 Landlord and Tenant Rights Act.

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

2 "Tenant" means a person entitled by written or oral lease
3 to occupy a dwelling place.

4 "Landlord" means the owner, agent, employee, lessor,
5 sublessor, or the successor in interest of any of them of a
6 dwelling place or the building of which the dwelling place is a
7 part.

8 "Owner" means one or more persons, jointly or severally, in
9 whom is vested all or part of the legal title to property, or
10 all or part of the beneficial ownership and a right to present
11 use and enjoyment of the premises, including a mortgagee in
12 possession.

13 "Dwelling place" means a structure or the part of a
14 structure that is used as a home, residence, or sleeping place
15 by one or more persons who maintain a household, together with
16 the common areas, land, and appurtenant buildings and all
17 housing services, privileges, furnishings, and facilities
18 supplied in connection with its use or occupancy including
19 garage and parking facilities.

20 "Rent" means any consideration, including any payment,
21 bonus, benefit, or gratuity demanded or received by a landlord
22 for or in connection with the use or occupancy of a dwelling
23 unit, but excluding security deposits, late fees, charges
24 associated with damage caused by the tenant, utility payments,
25 and any other irregular or conditional charges.

26 ARTICLE 2. CREATION OF TENANCY

27 Section 2-5. Application fees. The landlord shall not
28 charge any application fee except for the actual cost of
29 running a credit report. If a landlord chooses not to rent to
30 an applicant because of information contained on a credit
31 report, the landlord shall provide the notice required by the
32 federal Fair Credit Reporting Act.

33 Section 2-10. Written lease agreements.

1 (a) Any lease provision in conflict with the provisions of
2 this Act is void.

3 (b) If the landlord and tenant enter into a written lease,
4 the landlord must tender to the tenant a copy of the lease
5 within 10 days of its execution. If the landlord fails to
6 tender the lease to the tenant within the 10-day period, the
7 lease is voidable by the tenant in whole or in part.

8 (c) All written leases must be in the language used by the
9 landlord to negotiate the lease. A written lease that does not
10 comply with this term is unenforceable by the landlord. A
11 landlord who employs a translator shall use a lease written
12 in the language spoken between the translator and the
13 prospective tenant.

14 (d) If the landlord accepts a deposit and holds the deposit
15 for more than 10 days without entering into a lease, the payor
16 of the deposit may at his or her election deem to have entered
17 into a lease with the landlord for the rent amount and the
18 rental period negotiated prior to acceptance of a security
19 deposit. All other terms of the lease are limited to the terms
20 of this Act. In the alternative, the tenant may elect not to
21 rent from the landlord and may collect damages for the
22 landlord's failure to return the deposit in the amount of 3
23 times the deposit plus attorney's fees and costs.

24 (e) A written lease may not include a provision in which
25 the tenant confesses judgment or waives the right to trial by
26 jury.

27 (f) The following summary of this Act shall be attached to
28 all written leases and tendered to the tenant at the time of
29 execution of any oral lease:

30 "SUMMARY OF ILLINOIS'

31 RESIDENTIAL LANDLORD-TENANT ACT

32 As a residential tenant, State laws control many of your
33 rights and responsibilities. This is a summary of one of the
34 most comprehensive laws that speaks to many common problems

1 faced by tenants and their landlords. More details are in the
2 Act itself.

3 Application Fees: Landlords may not charge tenants
4 application fees, but may charge tenants for the actual cost of
5 a credit check.

6 Written Leases: You do not need to have a written lease. If
7 you do, it must be in the language your landlord used to
8 negotiate the lease, and your landlord must give you a copy
9 within 10 days of when you signed it.

10 Landlord Identification: When you agree to lease an
11 apartment, your landlord must tell you the name, street
12 address, and phone number of the people:

- 13 -responsible for making repairs;
- 14 -collecting rent; and
- 15 -receiving court papers in a lawsuit.

16 Security Deposit Amount: Your security deposit cannot be
17 larger than one month's rent payment. Every year your landlord
18 must pay you interest on that deposit.

19 Inventory Checklists: Both when you move in and when you
20 move out, you and your landlord must create an inventory
21 checklist detailing the condition of the apartment.

22 Tenant Responsibilities: As a tenant you must:

- 23 -comply with building, housing or fire codes affecting
24 health and safety;
- 25 -keep the apartment reasonably clean;
- 26 -appropriately dispose of garbage;
- 27 -use all appliances appropriately; and
- 28 -respect your neighbors' right to live undisturbed in
29 their own dwellings.

30 Damage You Cause: If you damage your apartment, your
31 landlord will:

32 (1) give you written notice asking you to discuss the cause
33 of the damage and how to make the repair; and

34 (2) if you cannot work out a way to repair the damage with
35 your landlord, the landlord will repair it and give you 30 days
36 to pay back the cost of repair.

1 Landlord Responsibilities: Your landlord must:

2 -comply with building and housing codes affecting
3 health and safety;

4 -make repairs in a timely manner;

5 -keep the common areas in a clean and safe condition;

6 -supply running water and reasonable amounts of hot
7 water;

8 -supply heat at 68 degrees Fahrenheit from September
9 15th to June 1st; and

10 -provide you with written receipts.

11 Conditions Problems: If your landlord fails to keep the
12 apartment in the required condition, you may give the landlord
13 10 days written notice of the problem. If the landlord does not
14 substantially fix the problem in those 10 days:

15 (1) you may get an estimate of the cost to repair the
16 defect in the unit;

17 (2) if the estimate for the repair is less than one month's
18 rent, you may pay for the repair yourself, and take the amount
19 you spent out of your rent payment; or

20 (3) if the estimate is for more than one month's rent, you
21 may withhold 50% of your rent until the problem is
22 substantially repaired.

23 Essential Services: If the landlord is responsible for you
24 not having sufficient heat, running water, hot water, electric,
25 gas, or other basic shelter service, you may tell the landlord
26 of the problem. The next day, if the problem is not fixed, you
27 may:

28 (1) withhold all your rent; and

29 (2) get the essential service on your own and bill the
30 landlord for the cost.

31 If the problem is not fixed in 72 hours, you may tell the
32 landlord that you are ending the lease and leave the property
33 at your convenience.

34 Right to Organize: You have a right to organize a tenant
35 organization and to participate in such an organization. Your
36 landlord must also give such an organization access to existing

1 common areas.

2 Landlord's Right of Entry: Your landlord may enter your
3 unit without advance notice to respond to an emergency.
4 Otherwise, your landlord may enter your unit for maintenance,
5 repair, inspection, or showing to a prospective tenant, but
6 only after giving you 48 hours notice.

7 Lockout Prohibited: You may not be locked out of your unit.
8 Only a Sheriff can evict you. If your landlord makes your
9 apartment unlivable to try to get you to leave, that may also
10 be a prohibited lockout.

11 Fees in Addition to Rent: Your landlord may charge you for
12 fees in addition to rent only if:

13 (1) the fee was disclosed to you in a lease, and separately
14 initialed by you;

15 (2) the fee is not for maintenance; and

16 (3) the fee is not in excess of the actual cost paid by the
17 landlord.

18 Rent increase: Your landlord cannot raise your rent until
19 the end of your lease. In order to do so, your landlord must
20 give you written notice of the intent to raise your rent. Your
21 landlord must give you:

22 -30 days notice for an increase of 5% or less;

23 -60 days notice for an increase of more than 5% but not
24 more than 10%; or

25 -90 days for an increase of more than 10%.

26 A landlord cannot raise the rent if the landlord has been
27 cited for 10 or more violations of your locality's building
28 code, until those violations are repaired.

29 Right to Sublease: Your landlord must accept a reasonable
30 sublease.

31 Return of Security Deposit: If your landlord is not seeking
32 to have you pay for damage to the unit, and if you do not owe
33 rent, your landlord must return your security deposit within 10
34 days of when you tell your landlord you left the apartment.

35 Prohibition on Retaliation: Your landlord may not
36 retaliate if you take certain actions in good faith, including:

1 -reporting code violations;
2 -requesting repairs; or
3 -testifying in court."

4 Section 2-15. Unconscionability.

5 (a) If the court finds:

6 (1) A lease or any provision thereof is unconscionable
7 when made, the court shall refuse to enforce the agreement,
8 enforce the remainder of the agreement without the
9 unconscionable provision, or limit the application of any
10 unconscionable provision to avoid an unconscionable
11 result.

12 (2) A settlement is unconscionable, the court shall
13 refuse to enforce the settlement, enforce the remainder of
14 the settlement without the unconscionable provision, or
15 limit the application of any unconscionable provision to
16 avoid an unconscionable result.

17 (b) If unconscionability is put into issue by a party or by
18 the court upon its own motion, the parties shall be afforded a
19 reasonable opportunity to present evidence as to the setting,
20 purpose, and effect of the lease or settlement to aid the court
21 in making the determination.

22 Section 2-20. Agents.

23 (a) At the same time as the creation of either a written or
24 oral lease, a landlord must provide the tenant in writing with
25 the name, street address, and phone number for the individual
26 responsible for making repairs to the unit, for collecting
27 rent, and for receipt of process. It is insufficient to provide
28 a post office box address for receipt of process.

29 (b) If the landlord fails to provide this notice, the
30 tenant may withhold rent until such time as the notice is
31 provided.

32 (c) If the dwelling place is purchased by a new owner, the
33 new owner must serve the notice required by subsection (a) of
34 this Section on the tenant, along with written notice that

1 title to the dwelling place has passed to the new owner. Until
2 the notice is served, the tenant may withhold rent.

3 Section 2-25. Security deposits.

4 (a) A landlord shall neither demand nor receive a security
5 deposit in excess of one month's rent.

6 (b) All security deposits shall be held in a federally
7 insured interest-bearing account in a bank, savings and loan
8 association, or other financial institution located in this
9 State. A security deposit and all interest earned thereon
10 remains the property of the tenant. The security deposit may
11 not be commingled with the assets of the landlord and shall not
12 be subject to the claims of any creditor of the landlord or of
13 the landlord's successor in interest, including a foreclosing
14 mortgagee or trustee in bankruptcy.

15 (c) Within 30 days of the end of each 12 month rental
16 period, the landlord shall directly pay interest to the tenant
17 computed from the date of the deposit, or the last date for
18 which interest was paid, at a rate equal to the interest paid
19 by the largest commercial bank, as measured by total assets,
20 having its main banking premises in this State on minimum
21 deposit passbook savings accounts as of December 31 of the
22 calendar year immediately preceding the end of the 12 month
23 period.

24 (d) If the landlord violates this Section, the tenant may
25 file suit and shall be entitled to damages in the amount of 2
26 times the security deposit, plus interest, reasonable
27 attorneys' fees, and costs.

28 Section 2-30. Inventory checklists.

29 (a) Prior to or during the tenancy, the landlord shall
30 create an inventory checklist with the tenant detailing the
31 condition of the dwelling place. Concurrently, the landlord
32 shall supply a copy of any checklists completed with the
33 previous tenant to the new tenant. The checklist shall detail
34 the condition of all items in the unit owned by the landlord,

1 including, but not limited to, carpeting, draperies,
2 appliances, windows, furniture, walls, closets, shelves,
3 paint, doors, plumbing fixtures, and electrical fixtures. The
4 checklist shall be signed by the landlord and the tenant.

5 (b) Any damage to the dwelling place existing prior to
6 creation of the inventory checklist shall be presumed to have
7 existed prior to occupancy by the current tenant, absent clear
8 and convincing evidence to the contrary.

9 (c) The landlord must provide the tenant with a copy of the
10 tenant's checklist within 10 days of completing the checklist.

11 ARTICLE 3. TENANCY

12 Section 3-5. Tenant responsibilities. A tenant:

13 (1) shall comply with all obligations primarily imposed
14 upon tenants by applicable provisions of any building, housing
15 or fire code materially affecting health and safety;

16 (2) shall keep the part of the premises that the tenant
17 occupies and uses reasonably clean, within the limits imposed
18 by the condition of the premises;

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

21 (4) shall keep all plumbing in the dwelling unit or used by
22 the tenant reasonably clean, within the limits imposed by the
23 condition of the fixtures;

24 (5) shall use in a reasonable manner all electrical,
25 plumbing, sanitary, heating, ventilating, air-conditioning,
26 kitchen, and other facilities and appliances including
27 elevators in the premises;

28 (6) shall not deliberately or wantonly destroy, deface,
29 damage, impair, or remove a part of the premises or knowingly
30 permit any person to do so;

31 (7) shall not unreasonably disturb or permit others on the
32 premises with the tenant's consent to unreasonably disturb a
33 neighbor's peaceful enjoyment of the premises; and

34 (8) shall not change the locks on the doors, except in case

1 of emergency. In case of emergency, the tenant may change the
2 locks and, within 72 hours, shall give the landlord notice that
3 the locks have been changed and provide the landlord with keys
4 to all changed locks. If the emergency is caused by the
5 landlord's access to the unit, and if the tenant is terminating
6 the tenancy pursuant to Section 3-25, then the tenant may
7 refuse to turn over the new keys until after tenant has vacated
8 the unit.

9 A violation of this Section shall be remedied in accordance
10 with Section 3-15 or by an action to evict the tenant.

11 Section 3-10. Tenants' right to organize.

12 (a) Tenants shall have the right to organize and operate
13 independent tenant organizations for the purpose of addressing
14 issues related to their living environment, including but not
15 limited to the terms and conditions of their tenancy.

16 (b) In a building or development with 6 or more dwelling
17 places, a landlord may not interfere with a tenant's access to
18 existing common areas for meetings or interfere with reasonable
19 means of tenant communication between tenants or organizations
20 working with those tenants, including posting notices,
21 leafleting, and canvassing.

22 (c) A landlord may not interfere with outside organizers or
23 community organizations working with tenants exercising their
24 right to organize.

25 (d) A landlord may not attend tenant organization meetings,
26 except at the request of the tenant organization.

27 (e) If the landlord violates this Section, an injured
28 individual or organization may file a lawsuit and shall be
29 entitled to injunctive relief, actual monetary damages, a
30 penalty in the amount of twice the average monthly rent paid by
31 tenants in the building where the organizational activities
32 were intended to occur, and reasonable attorney's fees and
33 court costs.

34 (f) Protected activities include, but are not limited to,
35 the following:

- 1 (1) distributing leaflets in lobby areas;
- 2 (2) placing leaflets at or under tenants' doors;
- 3 (3) distributing leaflets in common areas;
- 4 (4) conducting door to door surveys of tenants to
- 5 ascertain interest in establishing a tenant organization
- 6 and to offer information about tenant organizations or
- 7 tenant rights;
- 8 (5) initiating reasonable contact with tenants;
- 9 (6) posting information within the building;
- 10 (7) assisting tenants in tenant organization
- 11 activities; and
- 12 (8) convening regularly scheduled tenant organization
- 13 meetings in a space on site and accessible to tenants and
- 14 in a manner that is fully independent of management
- 15 representatives. In order to preserve the independence of
- 16 tenant organizations, management representatives may not
- 17 attend the meetings unless invited by the tenant
- 18 organization to discuss a specific issue.

19 Section 3-15. Damage caused by the tenant.

20 (a) If a tenant damages the tenant's rental unit beyond the

21 normal wear and tear of the unit, the landlord shall:

22 (1) Within 10 days of learning of the damage, give the

23 tenant written notice of the alleged damage, advising the

24 tenant of the tenant's right to discuss the cause of the damage

25 and the remedy for the damage with the landlord.

26 (2) If no arrangement is reached between the landlord and

27 tenant within 10 days of receipt of the written notice, give

28 the tenant written notice of the landlord's demand for

29 repayment for the cost of repair of the unit. The demand for

30 repayment shall include copies of all receipts for repair work

31 to the premises. The landlord shall allow the tenant 30 days

32 from the date of the receipt of the landlord's demand to pay

33 for the repairs.

34 (b) If the tenant pays the landlord the amount demanded,

35 the landlord may not terminate the tenancy for the damage

1 caused.

2 (c) If the tenant fails to pay the amount demanded, the
3 landlord may serve the tenant with a notice of termination of
4 tenancy in accordance with Section 6-5 and Article IX of the
5 Code of Civil Procedure.

6 (d) If after serving notice of termination the landlord
7 files an eviction action, and the finder of fact determines
8 that the damages for which the landlord sought recovery
9 amounted only to reasonable wear and tear, the landlord shall
10 pay the tenant for all of the tenant's reasonable attorney's
11 fees and costs incurred defending the suit.

12 Section 3-20. Landlord's responsibilities.

13 (a) A landlord shall:

14 (1) comply with the requirements of applicable
15 building and housing codes materially affecting health and
16 safety;

17 (2) make all repairs and do whatever is necessary to
18 put and keep the premises in a fit and habitable condition,
19 including extermination and snow and ice removal, in a
20 timely manner;

21 (3) keep all common areas of the premises in a clean
22 and safe condition;

23 (4) maintain in good and safe working condition all
24 electrical, plumbing, sanitary, heating, ventilating,
25 air-conditioning, and other facilities and appliances,
26 including elevators, supplied or required to be supplied by
27 the landlord;

28 (5) provide and maintain appropriate receptacles for
29 the removal of ashes, garbage, rubbish, and other waste
30 incidental to the occupancy of the dwelling unit and
31 arrange for their removal;

32 (6) supply running water and reasonable amounts of hot
33 water, unless hot water is generated by an installation
34 within the exclusive control of the tenant and supplied by
35 a direct public utility connection, in which case the

1 landlord is prohibited from interfering with the tenant's
2 procurement of hot water;

3 (7) supply heat to inhabited rooms from September 15th
4 of each year to June 1st of the succeeding year at a
5 minimum temperature of 68 degrees Fahrenheit, unless heat
6 is generated by an installation within the exclusive
7 control of the tenant and supplied by a direct public
8 utility connection, in which case the landlord is
9 prohibited from interfering with the tenant's procurement
10 of heat;

11 (8) not unreasonably interfere with the tenant's quiet
12 enjoyment of the unit;

13 (9) make security deposit records available during
14 office hours;

15 (10) provide a written receipt for any payment made by
16 the tenant or on behalf of the tenant to the landlord
17 within 10 days of receiving the payment. Each receipt shall
18 identify the amount received, the date on which the amount
19 was received, and the obligation the landlord considered
20 satisfied by the payment; and

21 (11) disclose to the tenants at the time the lease is
22 negotiated any arrangement for annual municipal
23 inspections of the dwelling unit.

24 (b) In addition to the remedies set forth in Section 3-30,
25 which apply to paragraphs (1)-(7) of subsection (a) of this
26 Section, if a landlord acts in violation of this Section a
27 tenant may, during the time that the violation continues, file
28 suit and shall be entitled to injunctive relief, actual
29 damages, reasonable attorney's fees, and costs.

30 Section 3-25. Landlord's right of entry.

31 (a) In an emergency, a landlord may enter a tenant's
32 dwelling place to the extent necessary to respond to the
33 emergency. Within 48 hours of the emergency entrance, the
34 landlord shall give written notice to the tenant of the entry
35 that discloses the actions taken.

1 (b) If entrance is not required to respond to an emergency,
2 the landlord may enter a tenant's dwelling place only after
3 providing 48 hours notice to the tenant of the date and time
4 when the landlord will enter. Unless otherwise agreed, the
5 landlord may enter the dwelling place only between the hours of
6 9:00 a.m. and 7:00 p.m. A landlord may enter a dwelling place
7 only for purposes of assessing or providing maintenance or
8 repair for the dwelling place, for any inspections required by
9 the lease, or to show the dwelling place to a prospective
10 renter.

11 (c) If the landlord violates this Section, the tenant may
12 file suit and shall be entitled to 2 months rent and the
13 tenant's reasonable attorney's fees and costs.

14 (d) If the landlord violates this Section twice, the tenant
15 may terminate the lease.

16 (e) If the tenant unreasonably denies the landlord entrance
17 into the dwelling place despite proper notice, the landlord may
18 file suit seeking injunctive relief and actual damages or may
19 seek possession of the dwelling place with proper notice in
20 accordance with Section 6-5 and Article IX of the Code of Civil
21 Procedure.

22 Section 3-30. Condition violation.

23 (a) If the condition of a dwelling place falls below the
24 standard required by this Act due to the action or omission of
25 the landlord and if the condition in violation of this Act was
26 not caused by the tenant, the tenant may, within 10 days of
27 learning of the violation, give the landlord written notice of
28 the alleged damage, and permit the landlord 10 days to remedy
29 the violation.

30 (b) If the violation is not substantially remedied within
31 those 10 days, the tenant may obtain an estimate of the cost of
32 repair. If the tenant fails to obtain an estimate of the cost
33 of repair, the tenant may not withhold more than one month's
34 rent to cover repair costs actually paid by the tenant, but may
35 proceed under subsection (d) of this Section so long as a

1 reasonable person would assume that the repair cost was greater
2 than one month's rent. No estimate need be obtained to proceed
3 with the remedies for denial of an essential service.

4 (c) If the estimate of the repair is equal to or less than
5 one month's rental payment, the tenant may pay for the repair
6 and deduct the actual cost of repair and the cost of the
7 estimate from rent due.

8 (d) If the estimate of the repair is greater than one
9 month's rent, the tenant may withhold one-half of the monthly
10 rental amount in satisfaction of the tenant's rental obligation
11 until the violation is substantially repaired. In addition, the
12 tenant may deduct the cost of the estimate.

13 (e) If the estimate of the repair is greater than one
14 month's rent, and if the landlord commences repair within the
15 10 days provided, but is unable to complete repair within that
16 time frame, the tenant may deduct one quarter of the monthly
17 rental amount in satisfaction of the tenant's rental obligation
18 until the violation is substantially repaired. However, if the
19 landlord fails to make a good faith effort to complete the
20 repairs in a timely fashion, the tenant may increase the
21 withholding to one-half of the monthly rental amount until the
22 violation is substantially repaired.

23 (f) If the violation amounts to a denial of an essential
24 service, such as failure to supply sufficient heat, running
25 water, hot water, electric, gas, or other basic shelter issue,
26 the tenant may begin withholding all of the monthly rent
27 beginning the day after the tenant gives the landlord notice of
28 the denial of the essential service. Concurrently, the tenant
29 may procure reasonable amounts of the essential service or
30 services not supplied and bill the landlord for the cost of
31 that service or deduct the cost of service from the rent.

32 (g) If the violation of the essential service continues for
33 72 hours, the tenant may either continue with the remedies
34 specified in subsection (f) of this Section or give the
35 landlord notice that the tenant will terminate the lease and
36 vacate the property at will.

1 Section 3-35. Prohibition of lock-out.

2 (a) A landlord shall not lock a tenant out of the tenant's
3 dwelling place. The following actions constitute a lock-out:

4 (1) plugging, changing, adding, or removing any lock or
5 latching device;

6 (2) blocking any entrance into the dwelling place;

7 (3) removing any door or window from the dwelling
8 place;

9 (4) interfering with services to the dwelling place,
10 including gas, hot or cold water, plumbing, heat, or
11 telephone service;

12 (5) removing the tenant's personal property from the
13 dwelling place;

14 (6) removing or incapacitating appliances or fixtures;

15 (7) using force or violence against a tenant;

16 (8) threatening to use force or violence against a
17 tenant; or

18 (9) any other act making the dwelling place or any part
19 of the dwelling place or any personal property of the
20 tenant in the dwelling place inaccessible or
21 uninhabitable.

22 (b) The following actions do not constitute a lock-out:

23 (1) eviction by the sheriff after a judgment for
24 possession has been obtained under Article IX of the Code
25 of Civil Procedure;

26 (2) temporary interference with possession only as
27 necessary to make needed repairs or inspection and only as
28 provided by law and with proper written notice; or

29 (3) entry after all tenants have abandoned a dwelling
30 place.

31 (c) In addition to any other remedy supplied in this Act or
32 under other law, if the landlord violates this Section, the
33 tenant may file suit and shall be entitled to both injunctive
34 relief and damages. Injunctive relief includes, but is not
35 limited to, restoration of possession of the tenant's dwelling

1 place and personal property, restoration of utility service,
2 and relief against future interference. Damages shall be either
3 in the amount of twice the tenant's actual damages, or 6 times
4 the monthly rent for the unit, whichever is greater, plus the
5 tenant's reasonable attorney's fees and court costs.

6 Section 3-40. Fees.

7 (a) A landlord may not charge a tenant any fee in addition
8 to rent unless the fee:

9 (1) is disclosed on the lease and separately initialed
10 by the tenant;

11 (2) is not for maintenance of the dwelling place; and

12 (3) is not in excess of the actual cost born by the
13 landlord.

14 (b) A lease may not include a tenant-paid fee for late
15 payment of rent or discount for early payment of rent in excess
16 of \$10 per month for the first \$500 in monthly rent plus 5% per
17 month for any amount of rent in excess of \$500.

18 Section 3-45. Payment of rent. When this Act permits a
19 tenant to withhold rent, the tenant's rental payment is deemed
20 paid on the date due, continuing for each date on which rent is
21 due until the condition permitting the tenant to withhold rent
22 is remedied.

23 ARTICLE 4. CHANGE IN TERMS OF TENANCY

24 Section 4-5. Rent increase.

25 (a) At the expiration of a lease term, a landlord may
26 demand any increase in rent desired subject to subsection (e)
27 and the notice requirements of this Section.

28 (b) For rent increases of 5% or less, the landlord must
29 provide 30 days written notice of the increase before the
30 increase may take effect.

31 (c) For rent increases of greater than 5% and up to 10% of
32 the rental rate, the landlord must provide 60 days written

1 notice of the increase in rent before it may take effect.

2 (d) For rent increases of more than 10% of the rental rate,
3 the landlord must provide 90 days written notice of the
4 increase before it may take effect.

5 (e) A landlord with 10 or more existing violations of the
6 law of the locality concerning habitability, health, or safety
7 may not increase a tenant's rent until the violations have been
8 remedied.

9 Section 4-10. End of written or oral lease term. At the end
10 of the lease period, any lease for a term of greater than one
11 month shall revert to month-to-month tenancies under the same
12 terms as the expiring lease unless either the landlord or the
13 tenant gives 30 days notice of the intent to change a term in
14 the lease other than rent.

15 Section 4-15. Tenant's right to sublease. A landlord must
16 accept all reasonable sublessees offered by the tenant under
17 the same terms provided to the original tenant, provided that a
18 landlord renting a subsidized dwelling place may refuse a
19 sublease so long as the landlord complies with the terms of the
20 subsidy affecting that dwelling place. If a tenant wishes to
21 sublease the dwelling place, the tenant must pay all costs
22 associated with advertising the sublease, but the landlord
23 cannot charge the tenant a fee for subletting the dwelling
24 place.

25 Section 4-20. Landlord's duty to mitigate damages. If a
26 tenant gives notice of the tenant's intent to vacate the
27 dwelling place, or if the landlord otherwise discovers that the
28 tenant has vacated the dwelling place, the landlord shall make
29 all reasonable efforts to re-let the dwelling place for the
30 remainder of the lease period at the same lease terms. The
31 original tenant is responsible to the landlord only for those
32 damages that could not have been mitigated.

1 ARTICLE 5. END OF LEASE TERM

2 Section 5-5. Closing inventory checklist.

3 (a) Upon notice to the landlord that the tenant either will
4 vacate the dwelling place or has vacated the dwelling place,
5 the landlord shall make himself or herself available to create
6 a closing inventory checklist before admitting a new tenant to
7 occupancy of the dwelling place. The closing inventory
8 checklist shall be on substantially the same form as the
9 inventory checklist. The landlord shall provide a copy of the
10 closing inventory checklist to the tenant within 10 days of the
11 creation of the checklist.

12 (b) If the tenant is not reasonably available to create a
13 closing inventory checklist, the landlord may create the
14 closing inventory checklist without the tenant, but must
15 photograph any damage claimed beyond normal wear and tear on
16 the dwelling place, or be barred from seeking to recover for
17 that damage.

18 Section 5-10. Return of security deposits.

19 (a) The security deposit and all interest earned thereon
20 shall be returned to the tenant within 10 days of the date on
21 which the tenant gives notice to the landlord that the tenant
22 has vacated the dwelling place, unless one of the following
23 applies:

24 (1) the landlord is proceeding under Section 3-15 for
25 damage caused by the tenant; or

26 (2) the tenant owes rent and the landlord has withheld
27 an amount from the security deposit equal to the amount of
28 rent owed.

29 (b) If the landlord violates this Section, the tenant or
30 tenant may file suit and shall be entitled to damages in the
31 amount of 2 times the security deposit, plus interest, the
32 tenant's reasonable attorney's fees, and court costs.

33 Section 5-15. Abandonment. Abandonment of the dwelling

1 place shall be deemed to have occurred only when:

2 (1) written notice has been provided to the landlord by a
3 tenant expressing the intention of all of the tenants of the
4 dwelling place to permanently vacate the dwelling place;

5 (2) all of the tenants have been absent from the dwelling
6 place for the greater of 21 days or one rental period, the
7 tenants have removed their personal property from the dwelling
8 place, and the rent for the period is unpaid; or

9 (3) all tenants have been absent from the dwelling place
10 for a period of 60 days and the rent for that period is unpaid.

11 ARTICLE 6. LANDLORD'S ACTION TO TERMINATE POSSESSION

12 Section 6-5. Residential notice of termination.

13 (a) In addition to the notice requirements to initiate an
14 action for forcible entry under Article IX of the Code of Civil
15 Procedure, the notice of termination must:

16 (1) state that the landlord is demanding that the
17 tenant leave the dwelling place on a date specified in the
18 notice;

19 (2) state the reasons for the landlord's action with
20 enough specificity to enable the tenant to prepare a
21 defense; and

22 (3) advise the tenant that if he or she remains in the
23 dwelling place after the date specified, the landlord may
24 seek to evict the tenant from the dwelling place only by
25 taking the tenant to court, at which time the tenant may
26 present a defense.

27 (b) If a tenant does not turn over possession in response
28 to a notice under subsection (a) of this Section, then the
29 tenancy and the tenant's right of possession remain in effect
30 until such time as they are terminated by a court order of
31 possession.

32 Section 6-10. Tenant lease termination to accommodate a
33 handicap. After providing one month's notice, a tenant who

1 suffers from a handicap as that term is defined by the Illinois
2 Human Rights Act may terminate his or her lease, if the
3 termination is necessary to obtain the benefits of any program
4 directed at providing housing services or aid to individuals
5 with a handicap.

6 Section 6-15. Right to cure. Within the period provided by
7 the notice required to initiate an action under Article IX of
8 the Code of Civil Procedure, the tenant may cure any lease
9 violation, whether for failure to pay rent or for any violation
10 of the terms of the lease or this Act. If the tenant cures the
11 lease violation within the time provided, the landlord may not
12 file an action to evict the tenant on that basis.

13 Section 6-20. Waiver for payment of amount demanded. The
14 landlord waives the right to proceed with an action for
15 nonpayment of rent if, at any time before judgment, the
16 landlord accepts the rent due and owing.

17 Section 6-25. Prohibition on retaliation.

18 (a) A landlord may not retaliate against a tenant because
19 the tenant has in good faith:

20 (1) complained of code violations in the dwelling place
21 or an illegal landlord practice to a government agency,
22 public official, or elected representative;

23 (2) complained of a code violation or an illegal
24 landlord practice to a community organization or the news
25 media;

26 (3) sought the assistance of the news media or a
27 community organization to remedy a code violation or an
28 illegal landlord practice;

29 (4) requested that the landlord make repairs in the
30 dwelling place;

31 (5) testified in court or in an administrative
32 proceeding about the condition of the dwelling place or the
33 building in which the dwelling place is located;

1 (6) testified in court or in an administrative
2 proceeding about the landlord's conduct as a landlord;

3 (7) refused any unwanted sexual advance made by the
4 landlord to the tenant; or

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

6 (b) Actionable retaliation, if taken in retaliation for the
7 actions specified in subsection (a), shall include, but not be
8 limited to, the following:

9 (1) increasing rent;

10 (2) decreasing any service, including, but not limited
11 to, the provision of gas, heat, or electricity, or use of
12 facilities or common areas;

13 (3) making any alteration to the premises that has an
14 adverse effect upon the tenant;

15 (4) making any threat of physical force or use of
16 physical force against the tenant or tenant's family
17 member;

18 (5) making any threat to use a government agency to
19 cause harm to the tenant or the tenant's family member,
20 including, but not limited to, incarceration, deportation,
21 or the loss of a government subsidy;

22 (6) placing a tenant's name on a list of disfavored
23 tenants; or

24 (7) attempting to terminate the tenancy of the tenant.

25 (c) If a landlord acts in violation of this Section, the
26 tenant may plead the violation as an affirmative defense and
27 counterclaim to an action, or may commence a civil action in an
28 appropriate circuit court of this State not later than one year
29 after the occurrence of the violation. In the action, if the
30 court finds that the alleged violation occurred, the court
31 shall award the plaintiff the following relief:

32 (1) injunctive relief;

33 (2) an amount equal to 2 months' rent or twice the
34 actual damages sustained by the plaintiff, whichever is
35 greater;

36 (3) punitive damages, if appropriate; and

1 (4) the tenant's reasonable attorney's fees and costs.

2 Section 6-30. Attorney's fees. The recovery of attorney's
3 fees for the prosecution of an action pursuant to Article IX of
4 the Code of Civil Procedure is prohibited.

5 ARTICLE 7. MISCELLANEOUS PROVISIONS

6 Section 7-5. Purposes; rules of construction.

7 (a) This Act shall be liberally construed and applied to
8 promote its underlying purposes and policies.

9 (b) The underlying purposes and policies of this Act are:

10 (1) to simplify, clarify, modernize, and standardize
11 the law governing the rental of dwelling units and the
12 rights and obligations of landlords and tenants;

13 (2) to encourage landlords and tenants to maintain and
14 improve the habitability, safety, and quality of housing,
15 and to deter actions that have a negative impact upon the
16 same; and

17 (3) to supplement, enhance, and add to the already
18 existing federal, State, and local law so as to provide a
19 baseline of rights and remedies for residential renters.

20 Section 7-10. Supplementary principles of law applicable.
21 Unless otherwise provided by the provisions of this Act, the
22 principles of law and equity, including, but not limited to,
23 the law relating to capacity to contract, mutuality of
24 obligations, principal and agent, real property, public
25 health, safety and fire prevention, estoppel, fraud,
26 misrepresentation, duress, coercion, mistake, bankruptcy, or
27 other validating or invalidating cause supplement its
28 provisions.

29 Section 7-15. Construction against implicit repeal. This
30 Act being a general Act intended as a unified coverage of its
31 subject matter, no part of it is to be construed as impliedly

1 repealed by subsequent legislation if that construction can
2 reasonably be avoided.

3 Section 7-20. Subject matter jurisdiction. All circuit
4 courts may decide disputes arising from any violation of this
5 Act, and all violations of this Act are germane to actions for
6 possession under Article IX of the Code of Civil Procedure.

7 Section 7-25. Notice.

8 (a) Except for notices required by Article IX of the Code
9 of Civil Procedure, written notice shall be given either in
10 person or by first class mail. If not in person, landlords
11 shall be given notice at the address provided to the tenant at
12 the time the lease is entered or any subsequently reported
13 address. If not in person, a tenant shall be given notice at
14 the address of the rental unit or at the tenant's last known
15 address, if different.

16 (b) If notice is required, but it is not required to be in
17 writing, notice may be provided by any means actually
18 accomplishing the necessary communication.

19 Section 7-30. Notice required to evict a tenant. In
20 addition to the notice requirements under Article IX of the
21 Code of Civil Procedure, notice for the eviction of a tenant
22 shall also be given to the tenant by properly addressed and
23 stamped registered mail. This notice cannot be waived.

24 Section 7-35. Enforcement. The Attorney General has
25 standing to bring suit to enforce any provision of this Act in
26 the name of the People of the State against a landlord whenever
27 the Attorney General determines that such an action would be in
28 the public interest.

29 ARTICLE 99. EFFECTIVE DATE

30 Section 99-99. Effective date. This Act takes effect upon

1 becoming law.