



## 94TH GENERAL ASSEMBLY

### State of Illinois

2005 and 2006

HB4758

Introduced 01/17/06, by Rep. William Davis

#### SYNOPSIS AS INTRODUCED:

New Act

Creates the Residential Tenant Protection Act. Makes findings, states purposes, and provides definitions of terms. Prohibits residential lock-outs. Describes actions that do not constitute a residential lock-out. Makes a violation a petty offense punishable by a fine of not more than \$500 nor less than \$200. Also authorizes injunctive relief and damages. Effective immediately.

LRB094 15383 AJO 50574 b

1 AN ACT in relation to property.

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  
5 Residential Tenant Protection Act.

6 Section 5. Findings. The General Assembly finds and  
7 declares the following:

8 (1) The Forcible Entry and Detainer provisions of the  
9 Code of Civil Procedure provide a legal method to remove  
10 tenants from a dwelling unit, if the tenant has failed to  
11 live up to the terms of the rental agreement.

12 (2) The Illinois State Constitution states in Article  
13 I, Section 2, that "No person shall be deprived of life,  
14 liberty or property without due process of law nor be  
15 denied the equal protection of the laws."

16 (3) Residential lock-outs are a form of illegal  
17 eviction that runs contrary to the legislative intent of  
18 the Forcible Entry and Detainer provisions of the Code of  
19 Civil Procedure and to the intent of the Illinois State  
20 Constitution and forces families out of their homes with  
21 virtually no advance notice or warning.

22 (4) Over 50% of the tenant-occupied housing in the  
23 State is protected by municipal ordinances that restrict  
24 lock-outs, however municipalities that are not home rule  
25 units are unable to enact ordinances of that type.

26 (5) Despite current statutory and constitutional  
27 prohibitions, residential lock-outs occur at an alarmingly  
28 frequent rate, with one in 7 low-income tenants outside the  
29 City of Chicago experiencing a residential lock-out at some  
30 time in his or her life.

31 (6) Residential lock-outs are a major cause of  
32 homelessness for Illinois families.

1 (7) Current Illinois law fails to empower local police  
2 to act to protect tenants when made aware of a residential  
3 lock-out.

4 (8) Residential lock-outs take many forms that were not  
5 fully anticipated in the Forcible Entry and Detainer  
6 provisions of the Code of Civil Procedure, including  
7 utility shut-offs and threats of violence.

8 (9) A threat of a residential lock-out made to a tenant  
9 makes the tenant's dwelling unit uninhabitable in a  
10 practical sense, however these threats have not been  
11 treated previously as a residential lock-out under  
12 Illinois law.

13 (10) Residential lock-outs put an unnecessary strain  
14 on the judicial system through the need to issue emergency  
15 orders in appropriate circumstances.

16 (11) The State of Illinois has a housing plan that  
17 states the need to put in place policies that prevent  
18 homelessness.

19 Section 10. Purposes.

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

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

23 (1) to ensure that the Forcible Entry and Detainer  
24 provisions of the Code of Civil Procedure are the only  
25 means by which a tenant can be evicted; and

26 (2) to provide a remedy for victims of unlawful  
27 residential lock-outs.

28 Section 15. Definitions. For the purposes of this Act:

29 "Landlord" and "tenant" shall be defined as those terms are  
30 defined in the Rental Property Utility Service Act.

31 "Dwelling unit" shall have the meaning given to the term  
32 "single dwelling unit" in the Dwelling Structure Contract Act.

33 "Dwelling structure" shall have the meaning given to that  
34 term in the Dwelling Structure Contract Act.

1 "Abandonment" means that circumstance when all tenants  
2 have been absent from the dwelling unit for a period of 21 days  
3 or for one rental period, whichever is greater, the tenants  
4 have removed their personal property from the dwelling unit and  
5 dwelling structure, and the rent for the period is unpaid.

6 "Lock-out" means the ouster or dispossession of a tenant by  
7 a landlord without the lawful authority to do so.

8 "Residential lock-out" means the ouster or dispossession  
9 of a tenant by a landlord from the residential premises  
10 occupied by the tenant, without the lawful authority to perform  
11 the ouster or dispossession.

12 Section 20. Residential lock-out.

13 (a) Residential lock-out. It is unlawful for any landlord  
14 or any person acting at the direction of a landlord to  
15 knowingly perform a residential lock-out, or to threaten or  
16 attempt to perform a residential lock-out, of any residential  
17 tenant from the tenant's dwelling unit. The following acts by a  
18 landlord concerning a tenant constitute a residential  
19 lock-out:

20 (1) incapacitating, changing, adding or removing any  
21 lock or latching device to any entrance or exit to the  
22 dwelling unit or dwelling structure to which the tenant is  
23 entitled to have access;

24 (2) blocking or rendering useless any entrance or exit  
25 into the dwelling unit or dwelling structure including, but  
26 not limited to, removing any door or window from the  
27 dwelling unit or dwelling structure;

28 (3) interfering with services to the dwelling unit or  
29 dwelling structure including, but not limited to, the  
30 failure of the landlord or the agent of the landlord to  
31 pay, pursuant to a written or verbal agreement with that  
32 tenant, for services to the dwelling unit or dwelling  
33 structure including, but not limited to, the services of  
34 electricity, gas, hot or cold water, and heat;

35 (4) removing personal property of a tenant from the

1 tenant's dwelling unit or the dwelling structure;

2 (5) removing or incapacitating appliances or fixtures  
3 that are (i) located in the dwelling unit pursuant to an  
4 agreement between the landlord and the tenant and (ii)  
5 necessary to make the unit habitable;

6 (6) using force, violence, or sexual harassment  
7 against a tenant;

8 (7) acting or failing to act in a manner that renders  
9 the dwelling unit, the dwelling structure, or any part of  
10 the dwelling unit or dwelling structure inaccessible or  
11 uninhabitable; or

12 (8) acting or failing to act in a manner that renders  
13 inaccessible any personal property of the tenant in the  
14 dwelling unit or the dwelling structure.

15 (b) Lawful actions. The following actions of a landlord or  
16 a person acting at the direction of a landlord directed to a  
17 tenant or a tenant's personal property do not constitute a  
18 residential lock-out:

19 (1) eviction by a sheriff or other lawfully deputized  
20 officer acting in his or her official capacity after a  
21 judgment for possession has been obtained through the  
22 Forcible Entry and Detainer provisions of the Code of Civil  
23 Procedure;

24 (2) entry after a tenant has abandoned a dwelling unit,  
25 as defined in Section 15 of this Act;

26 (3) temporary interference with possession:

27 (A) to make needed repairs or to conduct an  
28 emergency inspection, as necessary and only as  
29 provided by law and with proper written notice at least  
30 24 hours in advance of the interference;

31 (B) to make needed repairs or perform maintenance  
32 elsewhere in the dwelling structure, for practical  
33 necessity, because the nature of the work or a problem  
34 that has arisen unexpectedly requires access, provided  
35 that proper written notice of explanation is provided  
36 to the tenant no later than 2 days after the entry; or

1 (C) to address an emergency or for a practical  
2 necessity, provided that proper written notice of  
3 explanation is provided to the tenant no later than 2  
4 days after the entry.

5 (c) It is an affirmative defense to an alleged violation of  
6 this Act if the circumstances concerning the alleged violation  
7 are within one of the circumstances described in subparagraphs  
8 (A), (B), or (C) of paragraph (3) of subsection (b) of Section  
9 20 and the landlord gives the type of written notice required  
10 by the applicable subparagraph (A), (B), or (C) of paragraph  
11 (3) of subsection (b) of Section 20.

12 (d) Whenever a complaint of a violation of this Act is  
13 received by a law enforcement agency that has jurisdiction over  
14 the location of the dwelling unit or dwelling structure in  
15 question, the agency shall investigate and determine whether a  
16 violation has occurred. If the law enforcement agency  
17 determines that a violation has occurred, the agency shall  
18 forward a report of its investigation to the State's Attorney  
19 of the county in which the dwelling unit or dwelling structure  
20 is located for prosecution. Every person who, by himself or  
21 herself or by his or her agents or employees, violates any of  
22 the provisions of this Section may for each offense be deemed  
23 guilty of a petty offense and, upon conviction thereof, shall  
24 be punished by a fine of not more than \$500 nor less than \$200.  
25 Each day that a violation occurs or continues constitutes a  
26 separate and distinct offense for which a fine shall be  
27 imposed.

28 (e) In addition to any other remedy supplied in this Act or  
29 under another law, if a landlord violates this Section, the  
30 tenant may file suit in the circuit court and upon proof of a  
31 violation shall be entitled to both injunctive relief and  
32 damages. Injunctive relief includes, but is not limited to,  
33 restoration of possession of the tenant to his or her dwelling  
34 unit, personal property, utility service, and relief against  
35 future interference. Damages shall be either in the amount of 2  
36 times the tenant's replacement costs, or 6 times the monthly

1 rent for the unit, whichever is greater, plus the tenant's  
2 reasonable attorney's fees and costs.

3 Section 25. Effect on other laws.

4 (a) More protective laws. Nothing in this Act shall be  
5 construed to supersede any provision of any federal, State, or  
6 local law that provides greater protections than the rights  
7 established under this Act.

8 (b) Less protective laws. The rights established under this  
9 Act shall not be diminished by any State law or local  
10 ordinance.

11 Section 30. Prohibition on waiver or modification. The  
12 provisions of this Act may not be waived or modified by an  
13 agreement of the parties.

14 Section 99. Effective date. This Act takes effect upon  
15 becoming law.