



## 94TH GENERAL ASSEMBLY

### State of Illinois

2005 and 2006

**HB5224**

Introduced 01/24/06, by Rep. Charles E. Jefferson

#### SYNOPSIS AS INTRODUCED:

New Act

735 ILCS 5/9-100.5 new

735 ILCS 5/9-200.5 new

735 ILCS 5/9-300.5 new

765 ILCS 705/1

from Ch. 80, par. 91

765 ILCS 710/0.5 new

765 ILCS 720/0.5 new

765 ILCS 735/0.5 new

765 ILCS 742/10

Creates the Uniform Residential Landlord and Tenant Act. Contains the text of the Uniform Residential Landlord and Tenant Act approved by the National Conference of Commissioners on Uniform State Laws, with various changes to conform the text of the new Act to other laws of this State. Sets forth the rights and remedies of parties to residential landlord-tenant relationships. Amends the Code of Civil Procedure, the Landlord and Tenant Act, the Security Deposit Return Act, the Retaliatory Eviction Act, the Rental Property Utility Service Act, and the Residential Tenants' Right to Repair Act to provide that various provisions either apply or do not apply to landlord-tenant relationships to which the new Act applies.

LRB094 17108 WGH 54251 b

HOUSING  
AFFORDABILITY  
IMPACT NOTE ACT  
MAY APPLY

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 ARTICLE I

5 GENERAL PROVISIONS AND DEFINITIONS

6 PART I

7 SHORT TITLE, CONSTRUCTION, APPLICATION AND

8 SUBJECT MATTER OF THE ACT

9 Section 1.101. Short title. This Act may be cited as the  
10 Uniform Residential Landlord and Tenant Act.

11 Section 1.102. Purposes; Rules of Construction.

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

14 (b) Underlying purposes and policies of this Act are

15 (1) to simplify, clarify, modernize, and revise the law  
16 governing the rental of dwelling units and the rights and  
17 obligations of landlords and tenants;

18 (2) to encourage landlords and tenants to maintain and  
19 improve the quality of housing; and

20 (3) to make uniform the law with respect to the subject  
21 of this Act among those states which enact it.

22 Section 1.103. Supplementary Principles of Law Applicable.  
23 Unless displaced by the provisions of this Act, the principles  
24 of law and equity, including the law relating to capacity to  
25 contract, mutuality of obligations, principal and agent, real  
26 property, public health, safety and fire prevention, estoppel,  
27 fraud, misrepresentation, duress, coercion, mistake,  
28 bankruptcy, or other validating or invalidating cause  
29 supplement its provisions.

1 Section 1.104. Construction Against Implicit Repeal. This  
2 Act being a general act intended as a unified coverage of its  
3 subject matter, no part of it is to be construed as impliedly  
4 repealed by subsequent legislation if that construction can  
5 reasonably be avoided.

6 Section 1.105. Administration of Remedies; Enforcement.

7 (a) The remedies provided by this Act shall be so  
8 administered that an aggrieved party may recover appropriate  
9 damages. The aggrieved party has a duty to mitigate damages.

10 (b) Any right or obligation declared by this Act is  
11 enforceable by action unless the provision declaring it  
12 specifies a different and limited effect.

13 Section 1.106. Settlement of Disputed Claim or Right. A  
14 claim or right arising under this Act or on a rental agreement,  
15 if disputed in good faith, may be settled by agreement.

16 PART II

17 SCOPE AND JURISDICTION

18 Section 1.201. Territorial Application. This Act applies  
19 to, regulates, and determines rights, obligations, and  
20 remedies under a rental agreement, wherever made, for a  
21 dwelling unit located within this state.

22 Section 1.202. Exclusions from Application of Act. Unless  
23 created to avoid the application of this Act, the following  
24 arrangements are not governed by this Act:

25 (1) residence at an institution, public or private, if  
26 incidental to detention or the provision of medical,  
27 geriatric, educational, counseling, religious, or similar  
28 service;

29 (2) occupancy under a contract of sale of a dwelling  
30 unit or the property of which it is a part, if the occupant

- 1 is the purchaser or a person who succeeds to his interest;
- 2 (3) occupancy by a member of a fraternal or social  
3 organization in the portion of a structure operated for the  
4 benefit of the organization;
- 5 (4) transient occupancy in a hotel or motel or other  
6 transient lodging;
- 7 (5) occupancy by an employee of a landlord whose right  
8 to occupancy is conditional upon employment in and about  
9 the premises;
- 10 (6) occupancy by an owner of a condominium unit or a  
11 holder of a proprietary lease in a cooperative;
- 12 (7) occupancy under a rental agreement covering  
13 premises used by the occupant primarily for agricultural  
14 purposes;
- 15 (8) tenancies to which the Mobile Home Landlord and  
16 Tenant Rights Act applies.

17 Section 1.203. Jurisdiction and Service of Process.

18 (a) The circuit courts of this state may exercise  
19 jurisdiction over any landlord with respect to any conduct in  
20 this state governed by this Act or with respect to any claim  
21 arising from a transaction subject to this Act. In addition to  
22 any other method provided by rule or by statute, personal  
23 jurisdiction over a landlord may be acquired in a civil action  
24 or proceeding instituted in the court by the service of process  
25 in the manner provided by this section.

26 (b) If a landlord is not a resident of this state or is a  
27 corporation not authorized to do business in this state and  
28 engages in any conduct in this state governed by this Act, or  
29 engages in a transaction subject to this Act, he may designate  
30 an agent upon whom service of process may be made in this  
31 state. The agent shall be a resident of this state or a  
32 corporation authorized to do business in this state. The  
33 designation shall be in writing and filed with the Secretary of  
34 State. If no designation is made and filed or if process cannot  
35 be served in this state upon the designated agent, process may

1 be served upon the Secretary of State, but service upon him is  
2 not effective unless the plaintiff or petitioner forthwith  
3 mails a copy of the process and pleading by registered or  
4 certified mail to the defendant or respondent at his last  
5 reasonably ascertainable address. An affidavit of compliance  
6 with this section shall be filed with the clerk of the court on  
7 or before the return day of the process, if any, or within any  
8 further time the court allows.

9 PART III

10 GENERAL DEFINITIONS AND

11 PRINCIPLES OF INTERPRETATION: NOTICE

12 Section 1.301. General Definitions. Subject to additional  
13 definitions contained in subsequent Articles of this Act which  
14 apply to specific Articles or Parts thereof, and unless the  
15 context otherwise requires, in this Act

16 (1) "action" includes recoupment, counterclaim,  
17 set-off, suit in equity, and any other proceeding in which  
18 rights are determined, including an action for possession;

19 (2) "building and housing codes" include any law,  
20 ordinance, or governmental regulation concerning fitness  
21 for habitation, or the construction, maintenance,  
22 operation, occupancy, use, or appearance of any premises or  
23 dwelling unit;

24 (3) "dwelling unit" means a structure or the part of a  
25 structure that is used as a home, residence, or sleeping  
26 place by one person who maintains a household or by 2 or  
27 more persons who maintain a common household;

28 (4) "good faith" means honesty in fact in the conduct  
29 of the transaction concerned;

30 (5) "landlord" means the owner, lessor, or sublessor of  
31 the dwelling unit or the building of which it is a part,  
32 and it also means a manager of the premises who fails to  
33 disclose as required by Section 2.102;

34 (6) "organization" includes a corporation, government,

1 governmental subdivision or agency, business trust,  
2 estate, trust, partnership or association, 2 or more  
3 persons having a joint or common interest, and any other  
4 legal or commercial entity;

5 (7) "owner" means one or more persons, jointly or  
6 severally, in whom is vested (i) all or part of the legal  
7 title to property or (ii) all or part of the beneficial  
8 ownership and a right to present use and enjoyment of the  
9 premises. The term includes a mortgagee in possession;

10 (8) "person" includes an individual or organization;

11 (9) "premises" means a dwelling unit and the structure  
12 of which it is a part and facilities and appurtenances  
13 therein and grounds, areas, and facilities held out for the  
14 use of tenants generally or whose use is promised to the  
15 tenant;

16 (10) "rent" means all payments to be made to or for the  
17 benefit of the landlord under the rental agreement;

18 (11) "rental agreement" means all agreements, written  
19 or oral, and valid rules and regulations adopted under  
20 Section 3.102 embodying the terms and conditions  
21 concerning the use and occupancy of a dwelling unit and  
22 premises;

23 (12) "roomer" means a person occupying a dwelling unit  
24 that does not include a toilet and either a bath tub or a  
25 shower and a refrigerator, stove, and kitchen sink, all  
26 provided by the landlord, and where one or more of these  
27 facilities are used in common by occupants in the  
28 structure;

29 (13) "single family residence" means a structure  
30 maintained and used as a single dwelling unit.  
31 Notwithstanding that a dwelling unit shares one or more  
32 walls with another dwelling unit, it is a single family  
33 residence if it has direct access to a street or  
34 thoroughfare and shares neither heating facilities, hot  
35 water equipment, nor any other essential facility or  
36 service with any other dwelling unit;

1           (14) "tenant" means a person entitled under a rental  
2           agreement to occupy a dwelling unit to the exclusion of  
3           others.

4           Section 1.302. Obligation of Good Faith. Every duty under  
5           this Act and every act which must be performed as a condition  
6           precedent to the exercise of a right or remedy under this Act  
7           imposes an obligation of good faith in its performance or  
8           enforcement.

9           Section 1.303. Unconscionability.

10          (a) If the court, as a matter of law, finds

11           (1) a rental agreement or any provision thereof was  
12           unconscionable when made, the court may refuse to enforce  
13           the agreement, enforce the remainder of the agreement  
14           without the unconscionable provision, or limit the  
15           application of any unconscionable provision to avoid an  
16           unconscionable result; or

17           (2) a settlement in which a party waives or agrees to  
18           forgo a claim or right under this Act or under a rental  
19           agreement was unconscionable when made, the court may  
20           refuse to enforce the settlement, enforce the remainder of  
21           the settlement without the unconscionable provision, or  
22           limit the application of any unconscionable provision to  
23           avoid an unconscionable result.

24          (b) If unconscionability is put into issue by a party or by  
25          the court upon its own motion the parties shall be afforded a  
26          reasonable opportunity to present evidence as to the setting,  
27          purpose, and effect of the rental agreement or settlement to  
28          aid the court in making the determination.

29          Section 1.304. Notice.

30          (a) A person has notice of a fact if

31           (1) he has actual knowledge of it,

32           (2) he has received a notice or notification of it, or

33           (3) from all the facts and circumstances known to him

1 at the time in question he has reason to know that it  
2 exists.

3 A person "knows" or "has knowledge" of a fact if he has  
4 actual knowledge of it.

5 (b) A person "notifies" or "gives" a notice or notification  
6 to another person by taking steps reasonably calculated to  
7 inform the other in ordinary course whether or not the other  
8 actually comes to know of it. A person "receives" a notice or  
9 notification when

10 (1) it comes to his attention; or

11 (2) in the case of the landlord, it is delivered at the  
12 place of business of the landlord through which the rental  
13 agreement was made or at any place held out by him as the  
14 place for receipt of the communication; or

15 (3) in the case of the tenant, it is delivered in hand  
16 to the tenant or mailed by registered or certified mail to  
17 him at the place held out by him as the place for receipt  
18 of the communication, or in the absence of such  
19 designation, to his last known place of residence.

20 (c) "Notice," knowledge of a notice or notification  
21 received by an organization is effective for a particular  
22 transaction from the time it is brought to the attention of the  
23 individual conducting that transaction, and in any event from  
24 the time it would have been brought to his attention if the  
25 organization had exercised reasonable diligence.

26 PART IV

27 GENERAL PROVISIONS

28 Section 1.401. Terms and Conditions of Rental Agreement.

29 (a) A landlord and a tenant may include in a rental  
30 agreement terms and conditions not prohibited by this Act or  
31 other rule of law, including rent, term of the agreement, and  
32 other provisions governing the rights and obligations of the  
33 parties.

34 (b) In absence of agreement, the tenant shall pay as rent



1 the fair rental value for the use and occupancy of the dwelling  
2 unit.

3 (c) Rent is payable without demand or notice at the time  
4 and place agreed upon by the parties. Unless otherwise agreed,  
5 rent is payable at the dwelling unit and periodic rent is  
6 payable at the beginning of any term of one month or less and  
7 otherwise in equal monthly installments at the beginning of  
8 each month. Unless otherwise agreed, rent is uniformly  
9 apportionable from day-to-day.

10 (d) Unless the rental agreement fixes a definite term, the  
11 tenancy is week-to-week in case of a roomer who pays weekly  
12 rent, and in all other cases month-to-month.

13 Section 1.402. Effect of Unsigned or Undelivered Rental  
14 Agreement.

15 (a) If the landlord does not sign and deliver a written  
16 rental agreement signed and delivered to him by the tenant,  
17 acceptance of rent without reservation by the landlord gives  
18 the rental agreement the same effect as if it had been signed  
19 and delivered by the landlord.

20 (b) If the tenant does not sign and deliver a written  
21 rental agreement signed and delivered to him by the landlord,  
22 acceptance of possession and payment of rent without  
23 reservation gives the rental agreement the same effect as if it  
24 had been signed and delivered by the tenant.

25 (c) If a rental agreement given effect by the operation of  
26 this section provides for a term longer than one year, it is  
27 effective for only one year.

28 Section 1.403. Prohibited Provisions in Rental Agreements.

29 (a) A rental agreement may not provide that the tenant:

30 (1) agrees to waive or forgo rights or remedies under  
31 this Act;

32 (2) authorizes any person to confess judgment on a  
33 claim arising out of the rental agreement;

34 (3) agrees to pay the landlord's attorney's fees; or



1 twice the amount wrongfully withheld and reasonable attorney's  
2 fees.

3 (d) This section does not preclude the landlord or tenant  
4 from recovering other damages to which he may be entitled under  
5 this Act.

6 (e) The holder of the landlord's interest in the premises  
7 at the time of the termination of the tenancy is bound by this  
8 section.

9 (f) This Section does not affect the rights and  
10 responsibilities of lessors and lessees under the Security  
11 Deposit Interest Act.

12 Section 2.102. Disclosure.

13 (a) A landlord or any person authorized to enter into a  
14 rental agreement on his behalf shall disclose to the tenant in  
15 writing at or before the commencement of the tenancy the name  
16 and address of

17 (1) the person authorized to manage the premises; and

18 (2) an owner of the premises or a person authorized to  
19 act for and on behalf of the owner for the purpose of  
20 service of process and receiving and receipting for notices  
21 and demands.

22 (b) The information required to be furnished by this  
23 section shall be kept current and this section extends to and  
24 is enforceable against any successor landlord, owner, or  
25 manager.

26 (c) A person who fails to comply with subsection (a)  
27 becomes an agent of each person who is a landlord for:

28 (1) service of process and receiving and receipting for  
29 notices and demands; and

30 (2) performing the obligations of the landlord under  
31 this Act and under the rental agreement and expending or  
32 making available for the purpose all rent collected from  
33 the premises.

34 Section 2.103. Landlord to Deliver Possession of Dwelling

1 Unit. At the commencement of the term a landlord shall deliver  
2 possession of the premises to the tenant in compliance with the  
3 rental agreement and Section 2.104. The landlord may bring an  
4 action for possession against any person wrongfully in  
5 possession and may recover the damages provided in Section  
6 4.301(c).

7 Section 2.104. Landlord to Maintain Premises.

8 (a) A landlord shall

9 (1) comply with the requirements of applicable  
10 building and housing codes materially affecting health and  
11 safety;

12 (2) make all repairs and do whatever is necessary to  
13 put and keep the premises in a fit and habitable condition;

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

16 (4) maintain in good and safe working order and  
17 condition all electrical, plumbing, sanitary, heating,  
18 ventilating, air-conditioning, and other facilities and  
19 appliances, including elevators, supplied or required to  
20 be supplied by him;

21 (5) provide and maintain appropriate receptacles and  
22 conveniences for the removal of ashes, garbage, rubbish,  
23 and other waste incidental to the occupancy of the dwelling  
24 unit and arrange for their removal; and

25 (6) supply running water and reasonable amounts of hot  
26 water at all times and reasonable heat between October 1  
27 and May 1 except where the building that includes the  
28 dwelling unit is not required by law to be equipped for  
29 that purpose, or the dwelling unit is so constructed that  
30 heat or hot water is generated by an installation within  
31 the exclusive control of the tenant and supplied by a  
32 direct public utility connection.

33 (b) If the duty imposed by paragraph (1) of subsection (a)  
34 is greater than any duty imposed by any other paragraph of that  
35 subsection, the landlord's duty shall be determined by

1 reference to paragraph (1) of subsection (a).

2 (c) The landlord and tenant of a single family residence  
3 may agree in writing that the tenant perform the landlord's  
4 duties specified in paragraphs (5) and (6) of subsection (a)  
5 and also specified repairs, maintenance tasks, alterations,  
6 and remodeling, but only if the transaction is entered into in  
7 good faith.

8 (d) The landlord and tenant of any dwelling unit other than  
9 a single family residence may agree that the tenant is to  
10 perform specified repairs, maintenance tasks, alterations, or  
11 remodeling only if

12 (1) the agreement of the parties is entered into in  
13 good faith and is set forth in a separate writing signed by  
14 the parties and supported by adequate consideration;

15 (2) the work is not necessary to cure noncompliance  
16 with subsection (a)(1) of this section; and

17 (3) the agreement does not diminish or affect the  
18 obligation of the landlord to other tenants in the  
19 premises.

20 (e) The landlord may not treat performance of the separate  
21 agreement described in subsection (d) as a condition to any  
22 obligation or performance of any rental agreement.

23 Section 2.105. Limitation of Liability.

24 (a) Unless otherwise agreed, a landlord who conveys  
25 premises that include a dwelling unit subject to a rental  
26 agreement in a good faith sale to a bona fide purchaser is  
27 relieved of liability under the rental agreement and this Act  
28 as to events occurring after written notice to the tenant of  
29 the conveyance. However, he remains liable to the tenant for  
30 all security recoverable by the tenant under Section 2.101 and  
31 all prepaid rent.

32 (b) Unless otherwise agreed, a manager of premises that  
33 include a dwelling unit is relieved of liability under the  
34 rental agreement and this Act as to events occurring after  
35 written notice to the tenant of the termination of his

1 management.

2 ARTICLE III

3 TENANT OBLIGATIONS

4 Section 3.101. Tenant to Maintain Dwelling Unit. A tenant  
5 shall

6 (1) comply with all obligations primarily imposed upon  
7 tenants by applicable provisions of building and housing  
8 codes materially affecting health and safety;

9 (2) keep that part of the premises that he occupies and  
10 uses as clean and safe as the condition of the premises  
11 permit;

12 (3) dispose from his dwelling unit all ashes, garbage,  
13 rubbish, and other waste in a clean and safe manner;

14 (4) keep all plumbing fixtures in the dwelling unit or  
15 used by the tenant as clear as their condition permits;

16 (5) use in a reasonable manner all electrical,  
17 plumbing, sanitary, heating, ventilating,  
18 air-conditioning, and other facilities and appliances  
19 including elevators in the premises;

20 (6) not deliberately or negligently destroy, deface,  
21 damage, impair, or remove any part of the premises or  
22 knowingly permit any person to do so; and

23 (7) conduct himself and require other persons on the  
24 premises with his consent to conduct themselves in a manner  
25 that will not disturb his neighbors' peaceful enjoyment of  
26 the premises.

27 Section 3.102. Rules and Regulations.

28 (a) A landlord, from time to time, may adopt a rule or  
29 regulation, however described, concerning the tenant's use and  
30 occupancy of the premises. It is enforceable against the tenant  
31 only if

32 (1) its purpose is to promote the convenience, safety,  
33 or welfare of the tenants in the premises, preserve the

1 landlord's property from abusive use, or make a fair  
2 distribution of services and facilities held out for the  
3 tenants generally;

4 (2) it is reasonably related to the purpose of which it  
5 is adopted;

6 (3) it applies to all tenants in the premises in a fair  
7 manner;

8 (4) it is sufficiently explicit in its prohibition,  
9 direction, or limitation of the tenant's conduct to fairly  
10 inform him of what he must or must not do to comply;

11 (5) it is not for the purpose of evading the  
12 obligations of the landlord; and

13 (6) the tenant has notice of it at the time he enters  
14 into the rental agreement, or when it is adopted.

15 (b) If a rule or regulation is adopted after the tenant  
16 enters into the rental agreement that works a substantial  
17 modification of his bargain it is not valid unless the tenant  
18 consents to it in writing.

19 Section 3.103. Access.

20 (a) A tenant shall not unreasonably withhold consent to the  
21 landlord to enter into the dwelling unit in order to inspect  
22 the premises, make necessary or agreed repairs, decorations,  
23 alterations, or improvements, supply necessary or agreed  
24 services, or exhibit the dwelling unit to prospective or actual  
25 purchasers, mortgagees, tenants, workmen, or contractors.

26 (b) A landlord may enter the dwelling unit without consent  
27 of the tenant in case of emergency.

28 (c) A landlord shall not abuse the right of access or use  
29 it to harass the tenant. Except in case of emergency or unless  
30 it is impracticable to do so, the landlord shall give the  
31 tenant at least 2 days' notice of his intent to enter and may  
32 enter only at reasonable times.

33 (d) A landlord has no other right of access except

34 (1) pursuant to court order;

35 (2) as permitted by Sections 4.202 and 4.203(b); or





1 agreement.

2 (3) The tenant may not terminate for a condition caused  
3 by the deliberate or negligent act or omission of the  
4 tenant, a member of his family, or other person on the  
5 premises with his consent.

6 (b) Except as provided in this Act, the tenant may recover  
7 actual damages and obtain injunctive relief for noncompliance  
8 by the landlord with the rental agreement or Section 2.104. If  
9 the landlord's noncompliance is willful the tenant may recover  
10 reasonable attorney's fees.

11 (c) The remedy provided in subsection (b) is in addition to  
12 any right of the tenant arising under Section 4.101(a).

13 (d) If the rental agreement is terminated, the landlord  
14 shall return all security recoverable by the tenant under  
15 Section 2.101 and all prepaid rent.

16 Section 4.102. Failure to Deliver Possession.

17 (a) If the landlord fails to deliver possession of the  
18 dwelling unit to the tenant as provided in Section 2.103, rent  
19 abates until possession is delivered and the tenant may

20 (1) terminate the rental agreement upon at least 5  
21 days' written notice to the landlord and upon termination  
22 the landlord shall return all prepaid rent and security; or

23 (2) demand performance of the rental agreement by the  
24 landlord and, if the tenant elects, obtain possession of  
25 the dwelling unit from the landlord or any person  
26 wrongfully in possession and recover the actual damages  
27 sustained by him.

28 (b) If a person's failure to deliver possession is willful  
29 and not in good faith, an aggrieved person may recover from  
30 that person an amount not more than 3 months' periodic rent or  
31 threefold the actual damages sustained, whichever is greater,  
32 and reasonable attorney's fees.

33 Section 4.103. Self-Help for Minor Defects.

34 (a) If the landlord fails to comply with the rental

1 agreement or Section 2.104, and the reasonable cost of  
2 compliance is less than \$100, or an amount equal to one-half  
3 the periodic rent, whichever amount is greater, the tenant may  
4 recover damages for the breach under Section 4.101(b) or may  
5 notify the landlord of his intention to correct the condition  
6 at the landlord's expense. If the landlord fails to comply  
7 within 14 days after being notified by the tenant in writing or  
8 as promptly as conditions require in case of emergency, the  
9 tenant may cause the work to be done in a workmanlike manner  
10 and, after submitting to the landlord an itemized statement,  
11 deduct from his rent the actual and reasonable cost or the fair  
12 and reasonable value of the work, not exceeding the amount  
13 specified in this subsection.

14 (b) A tenant may not repair at the landlord's expense if  
15 the condition was caused by the deliberate or negligent act or  
16 omission of the tenant, a member of his family, or other person  
17 on the premises with his consent.

18 Section 4.104. Wrongful Failure to Supply Heat, Water, Hot  
19 Water, or Essential Services.

20 (a) If contrary to the rental agreement or Section 2.104  
21 the landlord willfully or negligently fails to supply heat,  
22 running water, hot water, electric, gas, or other essential  
23 service, the tenant may give written notice to the landlord  
24 specifying the breach and may

25 (1) take reasonable and appropriate measures to secure  
26 reasonable amounts of heat, hot water, running water,  
27 electric, gas, and other essential service during the  
28 period of the landlord's noncompliance and deduct their  
29 actual and reasonable cost from the rent; or

30 (2) recover damages based upon the diminution in the  
31 fair rental value of the dwelling unit; or

32 (3) procure reasonable substitute housing during the  
33 period of the landlord's noncompliance, in which case the  
34 tenant is excused from paying rent for the period of the  
35 landlord's noncompliance.

1 (b) In addition to the remedy provided in paragraph (3) of  
2 subsection (a) the tenant may recover the actual and reasonable  
3 cost or fair and reasonable value of the substitute housing not  
4 in excess of an amount equal to the periodic rent, and in any  
5 case under subsection (a) reasonable attorney's fees.

6 (c) If the tenant proceeds under this section, he may not  
7 proceed under Section 4.101 or Section 4.103 as to that breach.

8 (d) Rights of the tenant under this section do not arise  
9 until he has given notice to the landlord or if the condition  
10 was caused by the deliberate or negligent act or omission of  
11 the tenant, a member of his family, or other person on the  
12 premises with his consent.

13 Section 4.105. Landlord's Noncompliance as Defense to  
14 Action for Possession or Rent.

15 (a) In an action for possession based upon nonpayment of  
16 the rent or in an action for rent when the tenant is in  
17 possession, the tenant may counterclaim for any amount he may  
18 recover under the rental agreement or this Act. In that event  
19 the court from time to time may order the tenant to pay into  
20 court all or part of the rent accrued and thereafter accruing,  
21 and shall determine the amount due to each party. The party to  
22 whom a net amount is owed shall be paid first from the money  
23 paid into court, and the balance by the other party. If no rent  
24 remains due after application of this section, judgment shall  
25 be entered for the tenant in the action for possession. If the  
26 defense or counterclaim by the tenant is without merit and is  
27 not raised in good faith, the landlord may recover reasonable  
28 attorney's fees.

29 (b) In an action for rent when the tenant is not in  
30 possession, he may counterclaim as provided in subsection (a)  
31 but is not required to pay any rent into court.

32 Section 4.106. Fire or Casualty Damage.

33 (a) If the dwelling unit or premises are damaged or  
34 destroyed by fire or casualty to an extent that enjoyment of

1 the dwelling unit is substantially impaired, the tenant may

2 (1) immediately vacate the premises and notify the  
3 landlord in writing within 14 days thereafter of his  
4 intention to terminate the rental agreement, in which case  
5 the rental agreement terminates as of the date of vacating;  
6 or

7 (2) if continued occupancy is lawful, vacate any part  
8 of the dwelling unit rendered unusable by the fire or  
9 casualty, in which case the tenant's liability for rent is  
10 reduced in proportion to the diminution in the fair rental  
11 value of the dwelling unit.

12 (b) If the rental agreement is terminated the landlord  
13 shall return all security recoverable under Section 2.101 and  
14 all prepaid rent. Accounting for rent in the event of  
15 termination or apportionment shall be made as of the date of  
16 the fire or casualty.

17 Section 4.107. Tenant's Remedies for Landlord's Unlawful  
18 Ouster, Exclusion, or Diminution of Service. If a landlord  
19 unlawfully removes or excludes the tenant from the premises or  
20 willfully diminishes services to the tenant by interrupting or  
21 causing the interruption of heat, running water, hot water,  
22 electric, gas, or other essential service, the tenant may  
23 recover possession or terminate the rental agreement and, in  
24 either case, recover an amount not more than 3 months' periodic  
25 rent or threefold the actual damages sustained by him,  
26 whichever is greater, and reasonable attorney's fees. If the  
27 rental agreement is terminated the landlord shall return all  
28 security recoverable under Section 2.101 and all prepaid rent.

29 PART II

30 LANDLORD REMEDIES

31 Section 4.201. Noncompliance with Rental Agreement;  
32 Failure to Pay Rent.

33 (a) Except as provided in this Act, if there is a material

1 noncompliance by the tenant with the rental agreement or a  
2 noncompliance with Section 3.101 materially affecting health  
3 and safety, the landlord may deliver a written notice to the  
4 tenant specifying the acts and omissions constituting the  
5 breach and that the rental agreement will terminate upon a date  
6 not less than 30 days after receipt of the notice. If the  
7 breach is not remedied in 14 days, the rental agreement shall  
8 terminate as provided in the notice subject to the following.  
9 If the breach is remediable by repairs or the payment of  
10 damages or otherwise and the tenant adequately remedies the  
11 breach before the date specified in the notice, the rental  
12 agreement shall not terminate. If substantially the same act or  
13 omission which constituted a prior noncompliance of which  
14 notice was given recurs within 6 months, the landlord may  
15 terminate the rental agreement upon at least 14 days' written  
16 notice specifying the breach and the date of termination of the  
17 rental agreement.

18 (b) If rent is unpaid when due and the tenant fails to pay  
19 rent within 14 days after written notice by the landlord of  
20 nonpayment and his intention to terminate the rental agreement  
21 if the rent is not paid within that period, the landlord may  
22 terminate the rental agreement.

23 (c) Except as provided in this Act, the landlord may  
24 recover actual damages and obtain injunctive relief for  
25 noncompliance by the tenant with the rental agreement or  
26 Section 3.101. If the tenant's noncompliance is willful the  
27 landlord may recover reasonable attorney's fees.

28 Section 4.202. Failure to Maintain. If there is  
29 noncompliance by the tenant with Section 3.101 materially  
30 affecting health and safety that can be remedied by repair,  
31 replacement of a damaged item, or cleaning, and the tenant  
32 fails to comply as promptly as conditions require in case of  
33 emergency or within 14 days after written notice by the  
34 landlord specifying the breach and requesting that the tenant  
35 remedy it within that period of time, the landlord may enter

1 the dwelling unit and cause the work to be done in a  
2 workmanlike manner and submit the itemized bill for the actual  
3 and reasonable cost or the fair and reasonable value thereof as  
4 rent on the next date periodic rent is due, or if the rental  
5 agreement has terminated, for immediate payment.

6 Section 4.203. Remedies for Absence, Nonuse and  
7 Abandonment.

8 (a) If the rental agreement requires the tenant to give  
9 notice to the landlord of an anticipated extended absence in  
10 excess of 7 days pursuant to Section 3.104 and the tenant  
11 willfully fails to do so, the landlord may recover actual  
12 damages from the tenant.

13 (b) During any absence of the tenant in excess of 7 days,  
14 the landlord may enter the dwelling unit at times reasonably  
15 necessary.

16 (c) If the tenant abandons the dwelling unit, the landlord  
17 shall make reasonable efforts to rent it at a fair rental. If  
18 the landlord rents the dwelling unit for a term beginning  
19 before the expiration of the rental agreement, it terminates as  
20 of the date of the new tenancy. If the landlord fails to use  
21 reasonable efforts to rent the dwelling unit at a fair rental  
22 or if the landlord accepts the abandonment as a surrender, the  
23 rental agreement is deemed to be terminated by the landlord as  
24 of the date the landlord has notice of the abandonment. If the  
25 tenancy is from month-to-month or week-to-week, the term of the  
26 rental agreement for this purpose is deemed to be a month or a  
27 week, as the case may be.

28 Section 4.204. Waiver of Landlord's Right to Terminate.  
29 Acceptance of rent with knowledge of a default by the tenant or  
30 acceptance of performance by him that varies from the terms of  
31 the rental agreement constitutes a waiver of the landlord's  
32 right to terminate the rental agreement for that breach, unless  
33 otherwise agreed after the breach has occurred.

1 Section 4.205. Landlord Liens; Distress for Rent.

2 (a) A lien or security interest on behalf of the landlord  
3 in the tenant's household goods is not enforceable unless  
4 perfected before the effective date of this Act.

5 (b) Distraint for rent is abolished.

6 Section 4.206. Remedy after Termination. If the rental  
7 agreement is terminated, the landlord has a claim for  
8 possession and for rent and a separate claim for actual damages  
9 for breach of the rental agreement and reasonable attorney's  
10 fees as provided in Section 4.201(c).

11 Section 4.207. Recovery of Possession Limited. A landlord  
12 may not recover or take possession of the dwelling unit by  
13 action or otherwise, including willful diminution of services  
14 to the tenant by interrupting or causing the interruption of  
15 heat, running water, hot water, electric, gas, or other  
16 essential service to the tenant, except in case of abandonment,  
17 surrender, or as permitted in this Act.

18 PART III

19 PERIODIC TENANCY; HOLDOVER; ABUSE OF ACCESS

20 Section 4.301. Periodic Tenancy; Holdover Remedies.

21 (a) The landlord or the tenant may terminate a week-to-week  
22 tenancy by a written notice given to the other at least 10 days  
23 before the termination date specified in the notice.

24 (b) The landlord or the tenant may terminate a  
25 month-to-month tenancy by a written notice given to the other  
26 at least 60 days before the periodic rental date specified in  
27 the notice.

28 (c) If the tenant remains in possession without the  
29 landlord's consent after expiration of the term of the rental  
30 agreement or its termination, the landlord may bring an action  
31 for possession and if the tenant's holdover is willful and not  
32 in good faith the landlord may also recover an amount not more

1 than 3 months' periodic rent or threefold the actual damages  
2 sustained by him, whichever is greater, and reasonable  
3 attorney's fees. If the landlord consents to the tenant's  
4 continued occupancy, Section 1.401(d) applies.

5 Section 4.302. Landlord and Tenant Remedies for Abuse of  
6 Access.

7 (a) If the tenant refuses to allow lawful access, the  
8 landlord may obtain injunctive relief to compel access, or  
9 terminate the rental agreement. In either case the landlord may  
10 recover actual damages and reasonable attorney's fees.

11 (b) If the landlord makes an unlawful entry or a lawful  
12 entry in an unreasonable manner or makes repeated demands for  
13 entry otherwise lawful but which have the effect of  
14 unreasonably harassing the tenant, the tenant may obtain  
15 injunctive relief to prevent the recurrence of the conduct or  
16 terminate the rental agreement. In either case the tenant may  
17 recover actual damages not less than an amount equal to 1  
18 month's rent and reasonable attorney's fees.

## 19 ARTICLE V

### 20 RETALIATORY CONDUCT

21 Section 5.101. Retaliatory Conduct Prohibited.

22 (a) Except as provided in this section, a landlord may not  
23 retaliate by increasing rent or decreasing services or by  
24 bringing or threatening to bring an action for possession  
25 after:

26 (1) the tenant has complained to a governmental agency  
27 charged with responsibility for enforcement of a building  
28 or housing code of a violation applicable to the premises  
29 materially affecting health and safety; or

30 (2) the tenant has complained to the landlord of a  
31 violation under Section 2.104; or

32 (3) the tenant has organized or become a member of a  
33 tenants' union or similar organization.



1 (b) If the landlord acts in violation of subsection (a),  
2 the tenant is entitled to the remedies provided in Section  
3 4.107 and has a defense in any retaliatory action against him  
4 for possession. In an action by or against the tenant, evidence  
5 of a complaint within 1 year before the alleged act of  
6 retaliation creates a presumption that the landlord's conduct  
7 was in retaliation. The presumption does not arise if the  
8 tenant made the complaint after notice of a proposed rent  
9 increase or diminution of services. "Presumption" means that  
10 the trier of fact must find the existence of the fact presumed  
11 unless and until evidence is introduced which would support a  
12 finding of its nonexistence.

13 (c) Notwithstanding subsections (a) and (b), a landlord may  
14 bring an action for possession if:

15 (1) the violation of the applicable building or housing  
16 code was caused primarily by lack of reasonable care by the  
17 tenant, a member of his family, or other person on the  
18 premises with his consent; or

19 (2) the tenant is in default in rent; or

20 (3) compliance with the applicable building or housing  
21 code requires alteration, remodeling, or demolition which  
22 would effectively deprive the tenant of use of the dwelling  
23 unit.

24 (d) The maintenance of an action under subsection (c) does  
25 not release the landlord from liability under Section 4.101(b).

## 26 ARTICLE VI

### 27 MISCELLANEOUS PROVISIONS

28 Section 6.101. Applicability. This Act applies to rental  
29 agreements entered into or extended or renewed on and after its  
30 effective date.

31 Section 6.102. (Blank).

32 Section 6.103. Savings Clause. Transactions entered into

1 before the effective date of this Act, and not extended or  
2 renewed on and after that date, and the rights, duties, and  
3 interests flowing from them remain valid and may be terminated,  
4 completed, consummated, or enforced as required or permitted by  
5 any statute or other law amended or repealed by this Act as  
6 though the repeal or amendment had not occurred.

7 Section 6.104. Severability. If any provision of this Act  
8 or the application thereof to any person or circumstance is  
9 held invalid, the invalidity does not affect other provisions  
10 or application of this Act which can be given effect without  
11 the invalid provision or application, and to this end the  
12 provisions of this Act are severable.

13 Section 6.151. The Code of Civil Procedure is amended by  
14 adding Sections 9-100.5, 9-200.5, and 9-300.5 as follows:

15 (735 ILCS 5/9-100.5 new)

16 Sec. 9-100.5. Sections 9-106, 9-107, 9-107.5, 9-107.10,  
17 9-108, 9-109, 9-109.5, 9-109.7, 9-110, 9-112, 9-113, 9-114,  
18 9-115, 9-116, 9-117, 9-118, 9-119, and 9-120 apply to  
19 proceedings regarding landlord-tenant relationships to which  
20 the Uniform Residential Landlord and Tenant Act applies. The  
21 other provisions of this Part 1 do not apply to any  
22 landlord-tenant relationship to which the Uniform Residential  
23 Landlord and Tenant Act applies.

24 (735 ILCS 5/9-200.5 new)

25 Sec. 9-200.5. Section 9-218 applies to landlord-tenant  
26 relationships to which the Uniform Residential Landlord and  
27 Tenant Act applies. The other provisions of this Part 2 do not  
28 apply to any landlord-tenant relationship to which the Uniform  
29 Residential Landlord and Tenant Act applies.

30 (735 ILCS 5/9-300.5 new)

31 Sec. 9-300.5. Section 9-320 applies to landlord-tenant

1 relationships to which the Uniform Residential Landlord and  
2 Tenant Act applies. The other provisions of this Part 3 do not  
3 apply to any landlord-tenant relationship to which the Uniform  
4 Residential Landlord and Tenant Act applies.

5 Section 6.152. The Landlord and Tenant Act is amended by  
6 changing Section 1 as follows:

7 (765 ILCS 705/1) (from Ch. 80, par. 91)

8 Sec. 1. Liability exemptions.

9 (a) Except as otherwise provided in subsection (b), every  
10 covenant, agreement, or understanding in or in connection with  
11 or collateral to any lease of real property, exempting the  
12 lessor from liability for damages for injuries to person or  
13 property caused by or resulting from the negligence of the  
14 lessor, his or her agents, servants or employees, in the  
15 operation or maintenance of the demised premises or the real  
16 property containing the demised premises shall be deemed to be  
17 void as against public policy and wholly unenforceable.

18 (b) Subsection (a) does not apply to:

19 (1) A ~~a~~ provision in a non-residential lease that  
20 exempts the lessor from liability for property damage.

21 (2) Any rental agreement to which the Uniform  
22 Residential Landlord and Tenant Act applies.

23 (Source: P.A. 94-601, eff. 8-16-05.)

24 Section 6.153. The Security Deposit Return Act is amended  
25 by adding Section 0.5 as follows:

26 (765 ILCS 710/0.5 new)

27 Sec. 0.5. Applicability. This Act does not apply to any  
28 landlord-tenant relationship to which the Uniform Residential  
29 Landlord and Tenant Act applies.

30 Section 6.154. The Retaliatory Eviction Act is amended by  
31 adding Section 0.5 as follows:

1 (765 ILCS 720/0.5 new)

2 Sec. 0.5. Applicability. This Act does not apply to any  
3 landlord-tenant relationship to which the Uniform Residential  
4 Landlord and Tenant Act applies.

5 Section 6.155. The Rental Property Utility Service Act is  
6 amended by adding Section 0.5 as follows:

7 (765 ILCS 735/0.5 new)

8 Sec. 0.5. Applicability. This Act does not apply to any  
9 landlord-tenant relationship to which the Uniform Residential  
10 Landlord and Tenant Act applies.

11 Section 6.156. The Residential Tenants' Right to Repair Act  
12 is amended by changing Section 10 as follows:

13 (765 ILCS 742/10)

14 Sec. 10. Exceptions.

15 (a) This Act does not apply to public housing as defined in  
16 Section 3(b) of the United States Housing Act of 1937, as  
17 amended from time to time, and any successor Act.

18 (b) This Act does not apply to condominiums.

19 (c) This Act does not apply to not-for-profit corporations  
20 organized for the purpose of residential cooperative housing.

21 (d) This Act does not apply to tenancies other than  
22 residential tenancies.

23 (e) This Act does not apply to owner-occupied rental  
24 property containing 6 or fewer dwelling units.

25 (f) This Act does not apply to any dwelling unit that is  
26 subject to the Mobile Home Landlord and Tenant Rights Act.

27 (g) This Act does not apply to any landlord-tenant  
28 relationship to which the Uniform Residential Landlord and  
29 Tenant Act applies.

30 (Source: P.A. 93-891, eff. 1-1-05.)