



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

SB0534

Introduced 2/8/2007, by Sen. Kwame Raoul

SYNOPSIS AS INTRODUCED:

765 ILCS 750/20
765 ILCS 750/25

Amends the Safe Homes Act. In provisions authorizing tenants to request that a landlord change the locks if one or more of the tenants reasonably believes that one of the tenants or a member of tenant's household is under a credible imminent threat of domestic or sexual violence at the premises, deletes a requirement that the threat be from a person who is not a lessee under the lease. Requires a tenant requesting a change of locks because of a threat of violence from another lessee to include with the request a plenary order of protection or a plenary civil no contact order granting the tenant exclusive possession of the premises. Provides that a tenant who changes the locks shall make a good faith effort to give a key to the new locks to the landlord (instead of giving a key to the new locks to the landlord). Provides that "if the landlord changes the locks, the landlord shall make a good faith effort to give a key to the new locks to the tenant as soon as possible or not more than 48 hours of the locks being changed" and that a landlord who changes the locks and does not make a good faith effort to provide a copy of a key to the tenant within 48 hours of the landlord changing the locks is liable for any damages to the tenant incurred as a result of not having access to his or her unit. Effective immediately.

LRB095 10746 WGH 31070 b

1 AN ACT concerning property.

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

4 Section 5. The Safe Homes Act is amended by changing
5 Sections 20 and 25 as follows:

6 (765 ILCS 750/20)

7 Sec. 20. Change of locks.

8 (a) (1) Written leases. Upon written notice from all
9 tenants who have signed as lessees under a written lease, the
10 tenants may request that a landlord change the locks of the
11 dwelling unit in which they live if one or more of the tenants
12 reasonably believes that one of the tenants or a member of
13 tenant's household is under a credible imminent threat of
14 domestic or sexual violence at the premises ~~from a person who~~
15 ~~is not a lessee under the lease.~~ If the threat of violence is
16 from a person who is not a lessee under the written lease,
17 notice ~~Notice~~ to the landlord requesting a change of locks
18 shall be accompanied by at least one form of the following
19 types of evidence to support a claim of domestic or sexual
20 violence: medical, court or police evidence of domestic or
21 sexual violence; or a statement from an employee of a victim
22 services, domestic violence, or rape crisis organization from
23 which the tenant or a member of the tenant's household sought

1 services. If the threat of violence is from a person who is a
2 lessee under a written lease, notice to the landlord requesting
3 a change of locks shall be accompanied by a plenary order of
4 protection pursuant to Section 219 of the Illinois Domestic
5 Violence Act of 1986 or Section 112A-19 of the Code of Criminal
6 Procedure of 1963, or a plenary civil no contact order pursuant
7 to Section 215 of the Civil No Contact Order Act, granting the
8 tenant exclusive possession of the premises. The tenant
9 requesting a change of locks shall not be required to obtain
10 written notice from the person posing a threat who is a lessee
11 under the written lease, provided that the notice is
12 accompanied by a plenary order of protection or a plenary civil
13 no contact order granting the tenant exclusive possession of
14 the premises.

15 (2) Oral leases. Upon written notice from all tenants who
16 are lessees under an oral lease, the tenants may request that a
17 landlord change the locks of the dwelling unit in which they
18 live if one or more of the tenants reasonably believes that one
19 of the tenants or a member of tenant's household is under a
20 credible imminent threat of domestic or sexual violence at the
21 premises. Notice to the landlord requesting a change of locks
22 shall be accompanied by a plenary order of protection pursuant
23 to Section 219 of the Illinois Domestic Violence Act of 1986 or
24 Section 112A-19 of the Code of Criminal Procedure of 1963, or a
25 plenary civil no contact order pursuant to Section 215 of the
26 Civil No Contact Order Act, granting the tenant exclusive

1 possession of the premises. The tenant requesting a change of
2 locks shall not be required to obtain written notice from the
3 person posing a threat who is a lessee under the oral lease,
4 provided that the notice is accompanied by a plenary order of
5 protection or a plenary civil no contact order granting the
6 tenant exclusive possession of the premises.

7 (b) Once a landlord has received notice of a request for
8 change of locks and has received one form of evidence referred
9 to in Section (a) above, the landlord shall, within 48 hours,
10 change the locks or give the tenant the permission to change
11 the locks. If the landlord changes the locks, the landlord
12 shall make a good faith effort to give a key to the new locks to
13 the tenant as soon as possible or not more than 48 hours of the
14 locks being changed.

15 (1) The landlord may charge a fee for the expense of
16 changing the locks. That fee must not exceed the reasonable
17 price customarily charged for changing a lock.

18 (2) If a landlord fails to change the locks within 48
19 hours after being provided with the notice and evidence
20 referred to in (a) above, the tenant may change the locks
21 without the landlord's permission. If the tenant changes
22 the locks, the tenant shall make a good faith effort to
23 give a key to the new locks to the landlord within 48 hours
24 of the locks being changed. In the case where a tenant
25 changes the locks without the landlord's permission, the
26 tenant shall do so in a workmanlike manner with locks of

1 similar or better quality than the original lock.

2 (c) The landlord who changes locks or allows the change of
3 locks under this Act shall not be liable to any third party for
4 damages resulting from a person being unable to access the
5 dwelling.

6 (Source: P.A. 94-1038, eff. 1-1-07.)

7 (765 ILCS 750/25)

8 Sec. 25. Penalty for violation.

9 (a) If a landlord takes action to prevent the tenant who
10 has complied with Section 20 of this Act from changing his or
11 her locks, the tenant may seek a temporary restraining order,
12 preliminary injunction, or permanent injunction ordering the
13 landlord to refrain from preventing the tenant from changing
14 the locks. A tenant who successfully brings an action pursuant
15 to this Section may be awarded reasonable attorney's fees and
16 costs.

17 (b) A tenant who changes locks and does not make a good
18 faith effort to provide a copy of a key to the landlord within
19 48 hours of the tenant changing the locks, shall be liable for
20 any damages to the dwelling or the building in which the
21 dwelling is located that could have been prevented had landlord
22 been able to access the dwelling unit in the event of an
23 emergency.

24 (b-1) A landlord who changes the locks and does not make a
25 good faith effort to provide a copy of a key to the tenant

1 within 48 hours of the landlord changing the locks shall be
2 liable for any damages to the tenant incurred as a result of
3 not having access to his or her unit.

4 (c) The remedies provided to landlord and tenant under this
5 Section 25 shall be sole and exclusive.

6 (Source: P.A. 94-1038, eff. 1-1-07.)

7 Section 99. Effective date. This Act takes effect upon
8 becoming law.