



Rep. Anthony DeLuca

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LRB097 07117 AJO 55453 a

1 AMENDMENT TO HOUSE BILL 1309

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 1309 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Code of Civil Procedure is amended by  
5 changing Sections 9-120 and 9-210 as follows:

6 (735 ILCS 5/9-120)

7 Sec. 9-120. Leased premises used in furtherance of a  
8 criminal offense; lease terminated ~~void~~ at option of lessor or  
9 assignee.

10 (a) If any lessee or occupant, on one or more occasions,  
11 uses or permits the use of leased premises for the commission  
12 of any act that would constitute a felony or a Class A  
13 misdemeanor under the laws of this State, and the lessor has  
14 received written notification from a law enforcement agency of  
15 the use of the leased premises for the commission of an act  
16 that would constitute a felony or a Class A misdemeanor, then

1 the lease or rental agreement shall, at the option of the  
2 lessor or the lessor's assignee be terminated ~~become void~~, and  
3 the owner or lessor shall be entitled to recover possession of  
4 the leased premises ~~as against a tenant holding over after the~~  
5 ~~expiration of his or her term.~~ A written lease shall state that  
6 if the lessee or occupant uses or permits the use of the leased  
7 premises for the commission of any act that would constitute a  
8 felony or a Class A misdemeanor under the laws of this State,  
9 the owner or lessor shall have the right to terminate the lease  
10 and recover possession of the leased premises. Failure to  
11 include this language in a lease, or the fact that the lease is  
12 oral, shall not waive or impair the rights of the lessor or  
13 lessor's assignee under this Section or the lease.

14 (b) The owner or lessor may bring a forcible entry and  
15 detainer action, or, if the State's Attorney of the county in  
16 which the real property is located or the corporation counsel  
17 of the municipality in which the real property is located  
18 agrees, assign to that State's Attorney or corporation counsel  
19 the right to bring a forcible entry and detainer action on  
20 behalf of the owner or lessor, against the lessee and all  
21 occupants of the leased premises alleging the criminal activity  
22 and any other alleged violations of the lease. The assignment  
23 must be in writing on a form prepared by the State's Attorney  
24 of the county in which the real property is located or the  
25 corporation counsel of the municipality in which the real  
26 property is located, as applicable. If the owner or lessor

1 assigns the right to bring a forcible entry and detainer  
2 action, the assignment shall be limited to those rights and  
3 duties up to and including delivery of the order of eviction to  
4 the sheriff for execution. The owner or lessor shall remain  
5 liable for the cost of the eviction whether or not the right to  
6 bring the forcible entry and detainer action has been assigned.

7 (c) A person does not forfeit any part of his or her  
8 security deposit due solely to an eviction under the provisions  
9 of this Section, except that a security deposit may be used to  
10 pay fees charged by the sheriff for carrying out an eviction.

11 (d) If a lessor or the lessor's assignee terminates ~~voids~~ a  
12 lease or contract under the provisions of this Section and the  
13 tenant or occupant has not vacated the premises within 5 days  
14 after ~~receipt of a written~~ notice under Section 9-210 of this  
15 Code is provided to vacate the premises, the lessor or lessor's  
16 assignee may seek relief under this Article IX. Notwithstanding  
17 Sections 9-112, 9-113, and 9-114 of this Code, judgment for  
18 costs against a plaintiff seeking possession of the premises  
19 under this Section shall not be awarded to the defendant unless  
20 the action was brought by the plaintiff in bad faith. An action  
21 to possess premises under this Section shall not be deemed to  
22 be in bad faith when the plaintiff based his or her cause of  
23 action on information provided to him or her by a law  
24 enforcement agency, ~~or~~ the State's Attorney, or the  
25 municipality.

26 (e) After a trial, if the court finds, by a preponderance

1 of the evidence, that the allegations in the complaint have  
2 been proven, the court shall enter judgment for possession of  
3 the premises in favor of the lessor ~~plaintiff~~ and the court  
4 shall order that the lessor ~~plaintiff~~ shall be entitled to  
5 re-enter the premises immediately.

6 (f) A judgment for possession of the premises entered in an  
7 action brought by a lessor or lessor's assignee based on an act  
8 that would constitute a felony or a Class A misdemeanor, if the  
9 action was brought as a result of a lessor or lessor's assignee  
10 declaring a lease terminated ~~void~~ pursuant to this Section, may  
11 not be stayed for any period in excess of 7 days by the court  
12 unless all parties agree to a longer period. Thereafter the  
13 lessor ~~plaintiff~~ shall be entitled to re-enter the premises  
14 immediately. The sheriff or other lawfully deputized officers  
15 shall execute an order entered pursuant to this Section within  
16 7 days of its entry, or within 7 days of the expiration of a  
17 stay of judgment, if one is entered.

18 (g) In an action brought under this Section the court may  
19 also consider actions for forcible entry and detainer brought  
20 under other Sections of this Code. Nothing in this Section  
21 shall limit the rights of an owner or lessor to bring a  
22 forcible entry and detainer action on the basis of other  
23 applicable law.

24 (Source: P.A. 90-360, eff. 1-1-98.)

1           Sec. 9-210. Notice to quit. When default is made in any of  
2 the terms of a lease, it is not necessary to give more than 10  
3 days' notice, or, if the lessor is also providing notice of  
4 termination pursuant to Section 9-120 of this Code, more than 5  
5 days' notice to quit, or of the termination of such tenancy,  
6 and the same may be terminated on giving such notice to quit at  
7 any time after such default in any of the terms of such lease.  
8 Such notice may be substantially in the following form:

9           "To A.B.: You are hereby notified that in consequence of  
10 your default in (here insert the character of the default) of  
11 the premises now occupied by you, being, etc., (here describe  
12 the premises) I have elected to terminate your lease, and you  
13 are hereby notified to quit and deliver up possession of the  
14 same to me within 10 days of this date (dated, etc.)." If the  
15 lessor is also providing notice of termination pursuant to  
16 Section 9-120 of this Code, "10 days" in the preceding sentence  
17 shall be replaced by "5 days".

18           The notice is to be signed by the lessor or his or her  
19 agent, and no other notice or demand of possession or  
20 termination of such tenancy is necessary.

21           (Source: P.A. 82-280.)

22           Section 99. Effective date. This Act takes effect upon  
23 becoming law."